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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 RANDALL BACHMAN, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.
14

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

17 Defendants.
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21
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Case No.: CVRI2400956

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

**NOTICE OF FILING CLASS AND PAGA
ACTION SETTLEMENT AGREEMENT**

[Filed Concurrently with Motion for
Preliminary of Approval of Class Settlement,
Declarations in Support Thereof, and
[Proposed] Order]

DATE: January 15, 2025

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: 955782874429

Action Filed: February 22, 2024

Trial Date: None Set

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Plaintiff RANDALL BACHMAN hereby files the fully
executed Class and PAGA Action Settlement Agreement (“Agreement”), attached hereto as Exhibit
1.

DATED: December 5, 2024

JUSTICE FOR WORKERS, P.C.



By: _____
William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff RANDALL BACHMAN

EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Randall Bachman (“Plaintiff”)—on behalf of himself and on behalf of the State of California, all putative class members, and all PAGA employees—and Defendant Geodis Logistics LLC (“Defendant”) (collectively, Plaintiff and Defendant are the “Parties”). The Parties agree that, subject to the approval of the Court, this Settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions.

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Randall Bachman v. Geodis Logistics LLC*, Case No. CVRI2400956, and all complaints filed therein, pending in Superior Court of the State of California, County of Riverside.
- B. “Class” means all individuals whom Defendant employed in California as nonexempt employees at any time during the Class Period.
- C. “Class Counsel” means William C. Sung and Tiffany L. Luu, Justice for Workers, P.C.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her dates of employment and number of Workweeks worked during the Class Period and number of Pay Periods worked during the PAGA Period.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” or “Class Notice Packet” means the Notice of Proposed Settlement of Class Action and Hearing Date to be provided to the Class Members by the Settlement Administrator substantially in the forms set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator or required Court revisions), the Objection Form which is attached as Exhibit B and the Exclusion Form which is attached as Exhibit C.

- H. “Class Period” means the period from January 1, 2022 to October 10, 2024 unless shortened at Defendant’s option pursuant to Paragraph III.C.5, *infra*.
- I. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative in order to compensate him for performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiff was unsuccessful in the prosecution of the Action, and as consideration for his general release of all claims.
- J. “Court” means the judge presiding over this Action in the Superior Court of California, County of Riverside.
- K. “Defendant” means Defendant Geodis Logistics LLC.
- L. “Defendant’s Counsel” means Timothy Rusche and Reiko Furuta of Seyfarth Shaw LLP.
- M. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement and the contemplated settlement receive final approval from the Court, if no objection has been filed;
 2. The time of appeal has expired if an objection has been filed or the final resolution of any appeal that has been filed; and
 3. The Judgment becomes Final as defined in Section I.P. of this Agreement.
- N. “Election Not to Participate in Settlement” means the Exclusion Form attached as Exhibit C, or a letter submitted by a Class Member to exclude himself or himself from the Class Settlement, submitted in accordance with the instructions in the Class Notice. Such a written request will have no effect on one’s inclusion in the PAGA Settlement.
- O. “Final” means the last of the following dates, as applicable:
1. The first business day following the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 2. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- Q. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- R. “Final Approval Order” means the order the Court issues, in connection with the Fairness Hearing, that approves this Agreement.

- S. “Gross Settlement Amount” means FOUR HUNDRED THOUSAND DOLLARS and ZERO CENTS (\$400,000.00) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant or any of the Released Parties and shall be inclusive of all amounts due from Defendant under the terms of this settlement, including payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the PAGA Payment. This amount, however, does not include employer-side payroll taxes due on amounts paid under the Settlement, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit E to this Agreement and incorporated by reference into this Agreement.
- U. “LWDA Payment” means the 75% portion of the PAGA Payment payable to the California Labor and Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA.
- V. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amount for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses.
- W. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- X. “PAGA Employees” means all individuals whom Defendant employed in California as nonexempt employees at any time during the PAGA Period.
- Y. “PAGA Notice” means Plaintiff’s December 19, 2023 and February 20, 2024 letters, and any subsequent amended letters to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a), of alleged Labor Code violations.
- Z. “PAGA Payment” means the portion of the Gross Settlement Amount, as described below in Section III.B.3., 75% of which shall be allocated to the LWDA Payment and the remaining 25% to the Net Settlement Amount for distribution to PAGA Employees based upon their respective PAGA Share.
- AA. “PAGA Period” means the period from December 19, 2022 to October 10, 2024, unless shortened at Defendant’s option pursuant to Paragraph III.C.5, *infra*.
- BB. “PAGA Share” means each PAGA Employee’s individual share of the 25% share of the PAGA Payment that is to remain in the Net Settlement Amount for distribution to PAGA Employees based on their respective Pay Periods worked

during the PAGA Period, as provided by this Agreement, and described in Section III.B.3.

- CC. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- DD. “Pay Period” means any pay period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.
- EE. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit D to this Agreement and incorporated by this reference herein.
- FF. Qualified Settlement Fund. “Qualified Settlement Fund” means a qualified settlement fund established pursuant to U.S. Treasury Regulation section 468B-1, 29 C.F.R. § 468B-1.
- GG. “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, 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 suitable seating, 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.
- HH. “Released PAGA Claims” means 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.

- II. “Released Parties” means Defendant Geodis Logistics LLC and its officers, directors, employees and agents.
- JJ. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- KK. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.
- LL. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- MM. “Workweek” means any calendar week during which a Class Member worked for Defendant for at least one day during the Class Period.

II. RECITALS

- A. On February 22, 2024, Plaintiff commenced the Action by filing a Complaint alleging a single cause of action against Defendant for violation of PAGA, predicated upon, among other things the alleged failure to pay earned wages and overtime, failure to provide meal periods and/or rest breaks, failure to pay sick leave, failure to pay premium pay, sick leave, and overtime 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, failure to properly regulate temperatures in indoor workplaces, and claims for unfair and unlawful practices, wage-statement penalties, and “waiting time” penalties.
- B. After execution of this Agreement, Plaintiff shall file, but before moving for preliminary approval, an amended PAGA Notice, alleging regular rate violations based on supplemental paid time off, failure to pay meal/rest period premiums at the regular rate, failure to include nondiscretionary pay in the regular rate; and Labor Code section 212 violations. Defendant shall have an opportunity to review the amended PAGA Notice before submission. Thereafter, Plaintiff shall file, but before moving for preliminary approval, a First Amended Complaint attached to this Agreement as Exhibit F, adding all claims alleged in any of the PAGA Notices or Amended PAGA notice as well as the following causes of action on a classwide and PAGA basis, to the extent not already included in the Complaint: (1) minimum wage; (2) overtime; (3) regular rate based on paid sick leave and any alleged non-discretionary pay; (4) meal period and failure to pay premiums at the regular rate; (5) rest periods and failure to pay premiums at the regular rate; (6) wage statement and inaccurate records; (7) Labor Code section 212 claim; (8) waiting time penalties; (9) temperature claim; (10) unreimbursed expenses; (11) quota claim; (12) timely payment of wages; (13) sick leave; (14)

suitable seating; and (15) Business and Professions Code section 17200 *et seq.* Defendant shall have an opportunity to review the First Amended Complaint before filing and will enter into a stipulation for leave to file the First Amended Complaint.

- C. Defendant denies (1) all the material allegations in this Action, (2) that Defendant violated any applicable laws, (3) that Defendant is liable for damages, penalties, interest, restitution, attorneys' fees, or costs, or for any other remedy on account of the claims asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices comply with all laws asserted in the Action. Defendant has agreed to settle the Action solely to avoid the burden, expense, and uncertainty of litigation. Any statements in this Agreement are made for settlement purposes only.
- D. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff contends that he gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- E. On September 10, 2024, the Parties participated in an all-day mediation presided over by Barry Appell, Esq., which led to this Agreement.
- F. Prior to mediation and negotiating this Settlement, Class Counsel obtained, through informal discovery, documents and information, including a representative sampling of putative class members' time and corresponding pay records, which Class Counsel used to thoroughly assess the viability and support for the claims alleged in the Action. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- G. The Parties, Class Counsel and Defendant's Counsel represent that they are unaware of one other pending lawsuits asserting claims that will be extinguished or affected by the Settlement.
- H. This Agreement is contingent upon approval of class certification under California Code of Civil Procedure Section 382 for settlement purposes only, and the execution of a general release and confidential settlement agreement by Plaintiff. Defendant expressly reserves the right to challenge the propriety of class certification or representative treatment for any other purpose should the Court not approve the Agreement.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is FOUR HUNDRED THOUSAND DOLLARS and ZERO CENTS (\$400,000.00). This amount is inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. In no event shall Defendant, absent its further agreement, be obligated to pay more than that amount, except Defendant's share of employer payroll taxes.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel's Litigation Expenses, the LWDA Payment, and the Settlement Administration Expenses. The remaining amount shall be known as the "Net Settlement Amount." The Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 1. **To Plaintiff:** In addition to the Settlement Share to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$7,500.00 for the Class Representative Service Payment and Defendant will not oppose this request. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a lesser amount than that requested, then the other terms of this Agreement shall remain in effect and the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. To receive the payment, Plaintiff will agree to a Civil Code Section 1542 waiver and a general release of all claims as set forth below. The Class Representative Service Payment is in settlement of claims for interest and for penalties allegedly due and shall not be subject to wage withholdings and shall be reported on IRS Form 1099-MISC form. Plaintiff will be solely responsible for any tax payments associated with the Class Representative Service Payment and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Payment.
 2. **To Class Counsel:** Class Counsel will apply to the Court for, and Defendant will not oppose, an award of not more than One-Third of the Gross Settlement Amount, which is presently \$133,333.33, as their Class Counsel Fees Payment and an amount not more than \$25,000.00 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. The Settlement

Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a lesser amount than that requested, then the other terms of this Agreement shall remain in effect and the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. Class Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of these payments. Plaintiff, Class Counsel, Class Members, and PAGA Employees waive any additional claim for attorneys' fees and costs incurred in connection with the Action, if Final Approval is granted by the Court and the Effective Date passes.

3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$40,000, which shall be allocated 75% (\$30,000.00) to the LWDA Payment and taken out of the Gross Settlement Amount, and 25% (\$10,000.00) will remain in the Net Settlement Amount for distribution to PAGA Employees based upon their respective PAGA Shares. PAGA Shares shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Each PAGA Employee will be bound by the release of Released PAGA Claims and will receive their respective PAGA Share regardless of whether they exclude themselves from the class action settlement. Class Counsel shall notify the Labor and Workforce Development Agency of this Settlement as required by statute. Any reduction in the requested PAGA Payment is not a material term. If the Court approves only a lesser amount than that requested, then the other terms of this Agreement shall remain in effect and the difference shall become part of the Net Settlement Amount. But some approval of a PAGA Payment is a material term. If the Court does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$20,000.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$20,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The amount of Settlement Administration Expenses is not a material term: if the Court approves a lesser amount, then the other terms of this Agreement shall remain in effect and the difference shall become part of the Net Settlement Amount.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in Paragraph III.B. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member and a PAGA Share to PAGA Employees. The submission of a claim form is not required to be paid.

2. **Calculation:**

a. From the Net Settlement Amount, the Settlement Administrator will calculate each PAGA Employee's PAGA Share and each Participating Settlement Class Member's Settlement Share based on the following:

1. PAGA Shares will be calculated based on the PAGA Employee's proportionate number of Pay Periods worked during the PAGA Period, by multiplying the portion of the PAGA Payment allocated to PAGA Employees by a fraction, the numerator of which is the PAGA Employee's total Pay Periods worked during the PAGA Period, and the denominator of which is the total number of Pay Periods worked by all PAGA Employees during the PAGA Period.

11. The remaining Net Settlement Amount will be distributed to each Participating Settlement Class Member based on their proportionate number of qualifying Workweeks, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Participating Settlement Class member's total Workweeks and the denominator of which is the total number of Participating Settlement Class members' Workweeks.

111. Defendant's payroll records shall control, but Participating Class Members will have the right to challenge the number of Workweeks identified for them. The Parties agree that for administrative purposes, and for purposes of allocation of the Net Settlement Amount under this paragraph only, Workweeks may, but need not, be determined by determining the number of days between an employee's hire and termination dates, dividing by 7, and rounding up to the nearest whole number. The Parties further agree that where necessary based on the records reasonably necessary, reasonable extrapolation is permitted in order to calculate a Participating Class Member's allocated Workweeks. This allocation will not apply to calculating Workweeks pursuant

to Paragraph III.C.5.

- b. The Settlement Administrator shall issue any necessary IRS Forms 1099 to PAGA Employees for their respective Settlement Share. PAGA Employees shall be solely responsible for paying all taxes due on their respective payments and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments

3. Settlement Share Withholding.

- a. Subject to approval by the Court, 50% of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2.
- b. Subject to approval by the Court, 50% of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
- c. Approval of the allocations of the payments set forth above is not a material term. If the Court requires a different allocation of the Settlement Shares to the Wage Portion and Non-Wage Portion, then this Agreement shall be deemed to be amended to comply with the Court's required allocation without need for the Parties to execute any amendment to the Agreement.
- d. The Settlement Administrator will make the required tax withholdings from each Settlement Share for the portion allocated to Form W-2 income and will remit the withholding and the employer's share of payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and Form W-2 statements to Participating Class Members for their respective Settlement Share. Participating Class Members shall be solely responsible for paying all taxes due on their respective payments and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments

- 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, except that if a Non-Participating Class Member is a PAGA Employee, they shall nonetheless receive their PAGA Share, and their Election Not to Participate in

Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares (net of any applicable PAGA Share) will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

5. **Workweek Modification.** Defendant has represented that Class Members collectively worked approximately 167,088 Workweeks during the Class Period, based on the available records as well as reasonable extrapolation within the relevant time period. If the final number of Workweeks worked by Class Members during the Class Period exceeds 183,796 Workweeks, then, in Defendant's sole discretion either (i) the Gross Settlement Amount will increase proportionally for Workweeks over 183,796 Workweeks; (ii) Defendant may shorten the end dates of the Class Period to reduce the number of Workweeks below 183,796 and avoid application of this escalator clause; or (iii) Defendant may void this Agreement. Defendant shall make this determination prior to hearing on the motion for final approval.

- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; calculating payroll withholdings and payroll taxes, prepare and file all required IRS Forms; remitting all tax payments and required documentation to federal and state taxing authorities; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order (i) conditionally certifying a settlement class for settlement purposes only; (ii) granting Preliminary Approval of the Settlement, (iii) setting a date for the Final Approval Hearing, and (iv) approving the Class Notice (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit D to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval; provided, however, if the Court effects a material change to the Agreement—such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant’s sole discretion and Defendant must pay the Administrative Costs incurred up to that point. Where this Agreement states that a term is not material, then the Court’s refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give the Parties any basis to abrogate this Agreement.

2. Notice to Class Members. After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet as follows:

- a. No later than 30 calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member’s Class Data. The Settlement Administrator shall not provide the Class Data to Class Counsel absent express authorization from Defendant. This information

will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and no longer than 14 calendar days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

- e. Not later than 10 calendar days before the date by which Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks Allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to Workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked no later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the objector's full name and current mailing address, the last four digits of the objector's social security number, grounds for the objection(s), all evidence and supporting papers, and comply with the instructions in the Class Notice. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with a copy of any written objections received. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

- b. **Disputes as to Workweeks.** Each Class Member shall also have 45 calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number of Workweeks the Class Notice allocates to them during the Class Period and the number of Pay Periods the Class Notice allocates to them during the PAGA Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked no later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets, a signed letter or Exclusion Form attached as Exhibit C, setting forth their name and a statement that they request exclusion from the class and do not wish to participate in the settlement ("Election Not to Participate"). To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. Individuals otherwise meeting the definition of PAGA Employees who exclude themselves from the Class Settlement, nonetheless shall be bound by the Judgment of the PAGA claim and will receive their PAGA Share. A Non-Participating Class Member will otherwise not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the

Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Defendant's Counsel with a list of all Non-Participating Class Members.
 - e. **Right of Defendant to Reject Settlement.** If more than five percent (5%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the sole right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement, except that Defendant will be solely responsible for all Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph. Defendant must notify Class Counsel and the Court whether it is exercising its right pursuant to this Paragraph not later than 14 calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.
4. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in the Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant. The parties agree that this clause does not, however, preclude Defendant from requiring an individual to exclude themselves from the Settlement as part of a separately negotiated individual settlement and release agreement that includes the claims covered by this Settlement.
5. **Additional Briefing and Final Approval.**
 - a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than 16 court days before the scheduled Final Approval Hearing.
 - b. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service

Payment, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

- c. If the Court effects a material change to the Agreement-such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant's sole discretion and Defendant must pay the Administrative Costs incurred up to that point; provided, however, the Parties shall first work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. Where this Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give Class Counsel or any Class Member any basis to abrogate this Agreement.
 - d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit E. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
 - e. If this Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their positions preceding this Agreement and Defendant shall retain all rights to challenge Plaintiff's claims and the certification of any class, unless the Parties agree to seek reconsideration of the ruling or Court approval of a renegotiated agreement.
6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be

suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the entire Agreement will be void and unenforceable in Defendant's sole discretion and Defendant must pay the Administrative Costs incurred up to that point; provided, however, the Parties shall first work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than 14 calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this Paragraph.
8. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money (including its share of employer-side payroll taxes) into a Qualified Settlement Fund. Defendant shall fund the Gross Settlement Amount within 30 calendar days of the Effective Date. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the LWDA Payment, and payroll tax payments and remittance to relevant federal and state taxing authorities, in accordance with this Agreement.
9. **Uncashed Settlement Share Checks.** A Participating Class Member and/or PAGA Employee must cash his or her Settlement Share and PAGA Share check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member or PAGA Employee at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Settlement Share or PAGA Share check is not cashed within 120 calendar days after its last mailing to the Participating Class Member or

PAGA Employee, the Settlement Administrator will also send the affected Participating Class Member or PAGA Employee a notice informing him or her that unless the check is cashed in the next 60 calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this interim notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the Class Member. The Settlement Administrator will then disburse said funds to the State of California State Controller's Office, in the Class Member's name to be held as unclaimed property for the Class Member. In such event, the Class Member will nevertheless remain bound by the Settlement and the releases contained herein. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and/or PAGA Employees, whether or not they all cash their Settlement Share and/or PAGA Payment checks.

10. **Final Report by Settlement Administrator to Court.** Within 10 calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon entry of final judgment and Defendant's funding of the Gross Settlement Amount plus employer-side payroll taxes, Participating Class Members, on behalf of themselves and their respective executors, representatives, agents, attorneys, heirs, administrators, successors, trustees, spouses, guardians and assigns, hereby do and shall be deemed to have released the Released Parties from the Released Class Claims.
2. **PAGA Employees.** Upon entry of final judgment and Defendant's funding 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.
3. **Plaintiff.** Upon entry of final judgment and Defendant's funding of the Gross Settlement Amount plus employer-side payroll taxes, Plaintiff and each of his executors, representatives, agents, attorneys, heirs, administrators, successors, trustees, spouses, guardians and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences that occurred at any time (except as specified below), including, but not limited to: (a) all claims arising from his employment relationship with Defendant. including, without limitation,

claims for unpaid wages and liquidated damages, under the Fair Labor Standards Act, claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq., the California Fair Employment and Housing Act, California Gov't Code Section 12900 et seq., and claims for violation of public policy; (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action; and (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff's PAGA Notices, or ascertained during the Action and released under 5.2, below. ("Plaintiff's Releases.") Plaintiff's Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment insurance, disability, social security, or workers' compensation. Plaintiff acknowledges that Plaintiff may hereafter discover facts or law difference from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Nothing in any part of this Agreement limits Plaintiff's rights to: (i) file a charge or complaint with any administrative agency, such as, self-regulatory authority, or state or federal regulatory authority. Plaintiff nonetheless give up all rights to any money or other individual relief based on any agency or judicial decision, including class or collective action rulings. However, Plaintiff may receive money properly awarded by the SEC as a reward for providing information to that agency

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Releases and as partial consideration for the Class Representative Service Payment,, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542, with regard to his wage claims only, of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- G. **No Effect on Other Benefits.** This Agreement does not affect any right or obligation under any benefits plan. No payment made under this Agreement shall be considered as compensation or hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "employee benefit plan" means every "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974, 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase,

stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an employee benefit plan.

- H. **Discharge of Obligations.** Defendant shall fully discharge its obligations to Plaintiff, Class Members, and Participating Class Members through the remittance of the Gross Settlement Amount and Defendant's share of payroll taxes to the Qualified Settlement Fund, regardless of whether Settlement Share and PAGA share checks are actually negotiated by Participating Class Members. Once Defendant has complied with its obligation to fund the Gross Settlement Amount and Defendant's share of payroll taxes, it will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to it under this Agreement, and shall have no further obligations under the terms of this Agreement, regardless of what occurs with respect to the further administration of the Settlement, including any requests to be included in the Class, challenges to the completeness or accuracy of any Settlement Share or PAGA share payment, or issues regarding the completeness or accuracy of the class data
- I. **Limitation on Public Statements About Settlement/Confidentiality.** Except as explicitly provided for herein (see section called "Continuing Jurisdiction") the terms of this settlement will be kept confidential until they are finally memorialized in a complete settlement agreement and filed with the court for preliminary approval. The Parties agree that Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement to members of the press, including to Verdicts and Settlements. Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiff agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations, including communicating with Class Members. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement. The Parties and their counsel shall refrain from publicly disparaging any of the other parties or counsel, including the Released Parties, or taking any public action designed or reasonably foreseeable to cause harm to the public perception of any of the Released Parties regarding any issue related in any way to the Action or the Settlement, but nothing herein is intended to prevent any party or their counsel, should it be required in connection with official court proceedings in other actions, from discussing the Settlement. Nothing in this Agreement prevents Plaintiff from discussing or disclosing

information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or discussing with any person or persons wages, hours or other terms and conditions of employment, nor from engaging in lawful protected activity with or on behalf of coworkers regarding same. Should Plaintiff or Class Counsel intentionally breach this provision, Plaintiff shall forfeit to Defendant the full amount of Plaintiff's Class Representative Service Payment. Defendant may also enforce this provision through an action for injunctive relief. Plaintiff waives any obligation to post a bond in connection with any such action.

J. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Defendant specifically disclaims any liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate, and that settlement of this Action by way of a class action in no way waives Released Parties' defenses in another action with respect to an individual's waiver of rights to file a class and/or collective action. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any

of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement, its recitals, and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. The exhibits to this Agreement are an integral part of it.
3. **Attorney/Party Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution and split the cost of the mediator, and the Parties will bear their own fees and costs. The Parties agree that Class Members are so numerous that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of Class Members by the Class Representative.
4. **No Prior Assignments:** The Class Representative and Class Counsel represent, covenant and warrant that they have not directly or indirectly assigned, transferred, conveyed encumbered or purported to assign,

transfer, convey or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, claim to attorneys' fees and costs, Released Class Claim or Released PAGA Claim, or other right released and discharged in this Settlement. The Class Representative and Class Counsel agree to indemnify and to hold Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in Paragraph III.C.5 hereinabove this Agreement and any part of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, and then shall be valid subject to any required Court approval. Any failure to insist upon the strict performance of any provision shall not be deemed a waiver of future performance of that provision or of any other provision of this Agreement.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential. Class Counsel has investigated the facts relating to the claims alleged in the Action and has analyzed all defenses asserted by Defendant to date.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement

negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within 30 calendar days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.
14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the first business day after emailing as follows:

To Plaintiff and the Class:

JUSTICE FOR WORKERS, P.C.
William C. Sung
Email: william@justiceforworkers.com
Tiffany L. Luu
Email: tluu@justiceforworkers.com

To Defendant:

SEYFARTH SHAW LLP
Timothy M. Rusche
Email: trusche@seyfarth.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts electronically (e.g., Docusign) or by scanned signature (PDF) delivered by email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
16. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of

this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on September 10, 2024 until the earlier of the Effective Date or the Court's failure to grant final approval.

17. **Continuing Jurisdiction.** The Parties hereby stipulate that the Court may, upon proper motion and good cause showing, enter judgment on the terms set forth herein. The Settlement shall be admissible to the Court, and not subject to the Confidentiality provision contained herein, in the event of an enforcement action. The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement, although the Court lacks jurisdiction to modify the terms of this Agreement. If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

DATED: November 13, 2024

RANDALL BACHMAN

By: *Randall Lee Bachman*
Randall Bachman

DATED: October 22, 2024

JUSTICE FOR WORKERS, P.C.

By: 
William C. Sung
Tiffany L. Luu
Class Counsel

15 November 2024
DATED: _____, 2024

GEODIS LOGISTICS LLC

By: Ben Bodzy
By: Ben Bodzy
Title: SVP & Deputy GC

DATED: November 15, 2024

SEYFARTH SHAW LLP

By: 
Timothy Rusche
Reiko Furuta
Attorneys for Defendant

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 **PRELIMINARY APPROVAL DATE**.

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 **PRELIMINARY APPROVAL DATE**, 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 (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) \$20,000.00 for settlement administration costs; and (5) a payment of \$40,000, \$30,000.00 of which 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 distributed to PAGA Employees, defined below, (the "Employee PAGA Allocation"). The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement 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 Settlement 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 Settlement Class Members and then multiplied by the total number of workweeks worked by each Settlement 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 **INSERT DATE** 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 payment 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 Payment 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 Payment, 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**, 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

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 Named Plaintiff, the Class Members, and PAGA Employees are represented by counsel for Named 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 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** 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: _____

EXHIBIT D

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

Attorneys for Plaintiff RANDALL BACHMAN

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

RANDALL BACHMAN, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

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

Defendants.

Case No.: CVRI2400956

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

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

DATE: **INSERT**
TIME: 8:30 a.m.
DEPT: 1

Reservation No.: **INSERT**

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

On February 22, 2024, Plaintiff Randall Bachman (“Plaintiff”) filed a representative action Complaint in Riverside Superior Court (Case No. CVRI2400956) against Defendant Geodis Logistics LLC (“Defendant”). In the operative First Amended Complaint (“FAC”), Plaintiff, on behalf of himself and all allegedly 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”). Plaintiff now seeks approval of a settlement between Plaintiff and Defendant for the class and PAGA claims alleged in the FAC.

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

Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed with the Court on INSERT. A hearing was held before this Court on INSERT.

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

NOW THEREFORE, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement;
2. The Class Representative and Defendant have reached an agreement to settle all claims in the Action on behalf of the Class as a whole;
3. The Court hereby conditionally certifies the following Class for settlement purposes only:

“All current and former non-exempt (hourly) employees in California who were employed by Geodis Logistics LLC at any time between January 1, 2022 to October 10, 2024 (unless shortened at Defendant's option pursuant to Paragraph III.C.5 of the Settlement Agreement)” (the “Class”).

(Settlement Agreement ¶¶ I.C. & I.I.)

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

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

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

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

7. The Court finds that on a preliminary basis the Settlement Agreement appears to be within the range of reasonableness of a settlement, Class Representative service award, Class Counsel fees and costs, the settlement administration fees, and the allocation of payments to

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

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

17 9. The Parties are ordered to carry out the Settlement according to the terms of the
18 Agreement.

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

27 11. The Court hereby approves, as to form and content, the Notice of Pendency of Class
28 Action and Proposed Settlement ("Class Notice"), Request for Exclusion Form ("Opt Out Form")

1 and Objection Form (“Objection Form”) that are attached as Exhibits A, B and C to this Order. The
2 Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members
3 satisfies due process, provides the best notice practicable under the circumstances, and shall
4 constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the
5 Class Notice adequately advises the Class about (i) the Settlement terms and the benefits available
6 to each Class Member; (ii) each Class Member’s right to object or opt out of the Settlement; and
7 (iii) the claims released pursuant to the Settlement.

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

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

26 14. Any Class Member may object to and/ or express his or her views regarding the
27 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
28 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to the

1 Settlement Administrator. Any Class Member must make his or her objection in the manner
2 provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to
3 the Settlement Administrator and not filed with the Court. Any Class Member that serves a proper
4 written objection does not need to appear at the Motion for Final Approval for that Class Member's
5 objection to be considered. Class Counsel will provide notice to any objecting party of any
6 continuance of the hearing of the Motion for Final Approval by first class mail.

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

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

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

14
15 18. The Court further orders that, pending further order of this Court, all proceedings in
16 this lawsuit, except those contemplated herein and in the settlement, are stayed.

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

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

28 IT IS SO ORDERED.

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DATED: _____, 2024

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT E

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

Attorneys for Plaintiff RANDALL BACHMAN

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

RANDALL BACHMAN, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

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

Defendants.

Case No.: CVRI2400956

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

**[PROPOSED] ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: **INSERT**
TIME: 8:30 a.m.
DEPT: 1

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

1 This matter having come before this Court for hearing on _____, 2025 at 8:30 a.m.
2 on Plaintiff Randall Bachman's ("Plaintiff") unopposed Motion for Final Approval of Class Action
3 Settlement, as set forth in the Class and PAGA Action Settlement Agreement between Plaintiff and
4 Defendant Geodis Logistics LLC ("Defendant"), filed on _____, 2024 titled "Notice of Filing
5 Class and PAGA Action Settlement Agreement" ("Settlement Agreement"). Pursuant to the Order
6 Granting Preliminary Approval of Class Action Settlement and Setting Final Approval Hearing
7 ("Preliminary Approval Order"), adequate notice having been given as required in said Order, and
8 the Court having considered all papers filed and proceedings had herein, and good cause appearing
9 therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all Parties.

11 Based on a review of the papers submitted by Plaintiff and a review of the applicable law,
12 the Court finds that the Gross Settlement Amount of \$400,000.00 and the terms set forth in the
13 parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is
14 hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified
15 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
16 them in the Settlement Agreement and Notice of Pendency of Class Action Settlement and
17 Proposed Settlement ("Class Notice").

18 The Court has determined that, for purposes of approving the Settlement only and for no
19 other purpose that : (a) the members of the Class are ascertainable and so numerous that joinder of
20 all members is impracticable; (b) there are questions of law or fact common to the Class, and there
21 is a well-defined community of interest among Class Members with respect to the subject matter of
22 the claims in the litigation; (c) the claims of Class Representative are typical of the claims of the
23 members of the Class; (d) the Class Representative has fairly and adequately protected the interests
24 of the members of the Class; (e) a class action is superior to other available methods for an efficient
25 adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e.,
26 Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative
27 capacities and for the Class.

1 The Court has determined that the Class Notice provided to the Class pursuant to the
2 Preliminary Approval Order fully and accurately informed all Class Members of the material
3 elements of the proposed Settlement, constituted the best notice practicable under the
4 circumstances, and constituted valid, due and sufficient notice to all Class Members.

5 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
6 reasonable and adequate in all respects, determines that the Settlement was made in good faith and
7 in the best interests of the Parties, Participating Class Members, and PAGA Employees, and orders
8 the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement.
9 The Court further finds that the Settlement was the result of arm's-length negotiations conducted
10 after Class Counsel had thoroughly and adequately investigated the claims and became familiar
11 with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to
12 the Class Members, and the assistance of an experienced mediator in the settlement process, among
13 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.
14 The amounts agreed to be paid by Defendant, including the Settlement Shares to be paid to
15 Participating Class Members and PAGA Shares to PAGA Employees as provided for by the
16 Settlement Agreement, are fair and reasonable under the facts of this case.

17 The Court hereby grants final approval of attorneys' fees in the amount of \$133,333.33 that
18 will be paid to Justice for Workers, P.C.

19 The Court hereby grants final approval of attorneys' costs in the amount of \$ _____ to
20 Class Counsel that will be paid to Justice for Workers, P.C.

21 The Court hereby grants final approval of an enhancement award in the amount of \$7,500.00
22 to Plaintiff, in addition to his Settlement Share as a Participating Class Member, for his time and
23 effort serving as the Class Representative.

24 The Court hereby grants final approval of the PAGA Payment in the amount of \$40,000.00
25 with 75% or \$30,000.00 to be paid to the Labor Workforce Development Agency and 25% or
26 \$10,000.00 to be paid to the PAGA Employees.

1 The Court also hereby approves payment of \$ _____ to Simpluris, Inc., the appointed
2 Settlement Administrator, for the services it has rendered and will render in administering the
3 Settlement as described more fully in the Settlement Agreement.

4 The Court hereby finds that the Class Notice and all related documents have been mailed to
5 all Class Members as previously ordered by the Court, and that such Class Notice fairly and
6 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
7 Members could object to or participate in the Settlement, and the manner in which Class Members
8 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due
9 and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
10 due process and all other applicable laws. The Court further finds that a full and fair opportunity
11 has been afforded to Class Members to participate in the proceedings convened to determine
12 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
13 Court hereby determines that all Class Members who did not file a timely and proper request to be
14 excluded from the Settlement are bound by this Order.

15 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
16 Class, PAGA Employees, Plaintiff and Defendant. The Court further finds that the Settlement is the
17 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
18 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
19 involvement of an experienced mediator, and confers a significant financial benefit to the Class
20 commensurate with the likely recovery if Plaintiff prevailed at trial and the risks of continued
21 litigation. The Court further finds that the Settlement Agreement is consistent with public policy,
22 and fully complies with all applicable provisions of law, including the provisions of California Code
23 of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The nature of the claims,
24 the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of
25 settlement proceeds among the Participating Class Members and PAGA Employees, and the fact
26 that a settlement represents a compromise of the Parties' respective positions rather than the result
27 of a finding of liability at trial all support the Court's decision granting final approval. The
28 following factors also support the decision granting final approval: the risk, expense, complexity

1 and likely duration of further litigation; the risk of attaining and maintaining class action status
2 throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

3 The reaction of the Class Members to the proposed Settlement further supports the Court's
4 decision granting final approval. There are _____ requests for exclusion from the Settlement
5 served by _____. These individuals shall not be subject to the release provided by
6 Participating Class Members. Also, no objections have been submitted to the Settlement by any of
7 the Class Members.

8 The Settlement Administrator shall calculate and administer from the Gross Settlement
9 Amount the following, all of which shall be deducted from the Gross Settlement Amount:
10 Settlement Shares to be made to the Participating Class Members, PAGA Employees, Attorney's
11 Fees and Expenses Payment to Class Counsel, the LWDA Payment, the Class Representative
12 Service Payment, and the Settlement Administration Expenses. A total of \$ _____ will be
13 distributed to the Participating Class Members, which the Court hereby fully and finally approves.
14 The Settlement Administrator is hereby directed to mail the Settlement Shares in envelopes that
15 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all
16 other actions in furtherance of the settlement administration as specified in the Settlement
17 Agreement.

18 The releases, waivers and covenants not to sue by Plaintiff, as set forth in the Settlement
19 Agreement and in the Class Notice, are approved and are hereby incorporated by reference and
20 made a part of this Order as though fully set forth herein. As more specifically set forth in the
21 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
22 Settlement, Plaintiff waive and release the Released Claims as set forth in the Settlement
23 Agreement, which are barred pursuant to this Order and Judgment, as follows:

24 Upon Defendant's funding of the Gross Settlement Amount plus employer-side payroll
25 taxes, Plaintiff and each of his executors, representatives, agents, attorneys, heirs,
26 administrators, successors, trustees, spouses, guardians and assigns generally, release and
27 discharge the Released Parties from all claims, transactions, or occurrences that occurred at
28 any time (except as specified in the Settlement Agreement), including, but not limited to: (a)
all claims arising from his employment relationship with Defendant. including, without
limitation, claims for unpaid wages and liquidated damages, under the Fair Labor Standards
Act, claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil
Rights Act of 1964, 42 U.S.C. section 2000 et seq., the California Fair Employment and

1 Housing Act, California Gov't Code Section 12900 et seq., and claims for violation of
2 public policy; (b) all claims that were, or reasonably could have been, alleged, based on the
3 facts contained, in the Action; and (c) all PAGA claims that were, or reasonably could have
4 been, alleged based on facts contained in the Action, Plaintiff's PAGA Notices, or
5 ascertained during the Action and released under 5.2, below.

6 By means of this Final Approval Order, final judgment is entered, as defined in section 577
7 of the California Code of Civil Procedure, binding each Participating Class Member and operating
8 as a full release and discharge of Released Class Claims and binding the State of California and
9 Plaintiff as a full release and discharge of Released PAGA Claims. All rights to appeal this Order
10 or the Judgment have been waived except as specifically permitted in the Settlement Agreement.

11 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
12 obligations under the Settlement or under this Order. Plaintiff, Participating Class Members, and
13 PAGA Employees shall take nothing from Defendant except as expressly set forth the Settlement
14 Agreement and this Order.

15 Participating Class Members shall have one-hundred eighty (180) days from the date of
16 issuance of the check to negotiate the check. If (i) any of the class members are current employees
17 of the defendant, (ii) the distribution mailed to those employees is returned to the administrator as
18 being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing
19 address, the administrator shall arrange with the defendant to have those distributions delivered to
20 the employees at their place of employment.

21 The funds from any checks returned as undeliverable, and any checks not negotiated within
22 180 days, shall be transmitted California State Controller's office in the name of the class member.

23 A compliance hearing is set for _____ for a Nonappearance Hearing in Department 1 of
24 the above-referenced Court. At least five (5) court days prior to the compliance hearing, the
25 Settlement Administrator will provide declaration to the Court that shall describes (i) the date the
26 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average
27 amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those
28 uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of
the disposition of those unclaimed funds.

1 Without affecting the finality of the Judgment in any way, the Court reserves exclusive and
2 continuing jurisdiction over the action and the Parties for purposes of supervising the
3 implementation, enforcement, construction, administration and effectuation of the Settlement
4 Agreement. If the Settlement does not become effective in accordance with the terms of the
5 Settlement Agreement, then the Judgment shall be rendered null and void to the extent provided by
6 and in accordance with the Settlement Agreement and shall be vacated. and the Parties shall revert
7 to their respective positions as of before entering into the Agreement, and expressly reserve their
8 respective rights regarding the prosecution and defense of this Action, including all available
9 defenses and affirmative defenses, and arguments that any claim in the Action could not be certified
10 as a class action and/or managed as a representative action.

11 The Agreement and this Settlement are not an admission by Defendant, nor is this Final
12 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
13 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
14 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
15 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
16 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
17 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
18 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
19 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
20 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
21 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
22 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
23 theory of claim or issue preclusion or similar defense as to the Released Class Claims and Released
24 PAGA Claims.

25 The Parties and Settlement Administrator are hereby ordered to implement and comply with
26 the terms of the Settlement Agreement. Notice of entry of this Order and Judgment shall be given
27 by Class Counsel on behalf of Plaintiff and all Participating Class Members by posting a copy on
28 the Settlement Administrator's website. Settlement Administrator will provide the following

notation on check stubs mailed to class members “The Judgment was entered on _____,
2025 and you can view a copy of the judgment at _____.”

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2025

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT F

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792

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Attorneys for Plaintiff RANDALL BACHMAN

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

RANDALL BACHMAN, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

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

Defendants.

Case No.: CVRI2400956

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);**
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE**

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)****DEMAND FOR JURY TRIAL**

Plaintiff RANDALL BACHMAN (“Plaintiff”), on behalf of himself and all others similarly situated, hereby brings this Class and Representative Action Complaint (“Complaint”) against Defendants GEODIS LOGISTICS LLC, a Tennessee limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, 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, 2698, *et seq.*, 6720, Cal. Code Regs, tit. 8 section 3203, and Industrial Welfare Commission (“IWC”) Wage Order 7-2001 (“Wage Order 7”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including 7 County, and some of the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff was employed by Defendants within Riverside County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, 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, 2698, *et seq.*, 6720, Cal. Code Regs, tit. 8 section 3203, and Wage Order 7.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other, similarly-situated non-exempt employees within Riverside County, and the State of California and, therefore, were (and are) doing business in Riverside County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

7. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

8. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and

1 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

2 9. At all times herein mentioned, the acts and omissions of various Defendants, and
3 each of them, concurred and contributed to the various acts and omissions of each and all of the
4 other Defendants in proximately causing the injuries and damages as herein alleged.

5 **FACTUAL ALLEGATIONS**

6 10. Defendants own and operate e-commerce distribution warehouses in the State of
7 California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee in inventory
8 control from approximately February 2023 to approximately July 2023 at its distribution warehouse
9 in Perris, California.

10 11. Labor Code §§ 1194, 1197, and Wage Order 1, § 4 entitle employees to receive no
11 less than the minimum wage fixed by the comission or by any applicable state or local law for all
12 hours worked. Labor Code §§ 510, 1198, and Wage Order 1, § 3 provide that non-exempt
13 employees are entitled to all overtime wages at the regular rate of pay. During the relevant time
14 period, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiff and other
15 aggrieved employees not being compensated for all hours actually worked. Plaintiff and other
16 aggrieved employees regularly worked more than eight hours in a workday or 40 hours in a
17 workweek. Upon information and belief, Defendants required Plaintiff and other aggrieved
18 employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during
19 off-the-clock meal breaks, including waiting to clock in and out of their shifts and meal periods, and
20 failed to compensate employees for this time. Upon information and belief, Defendants also failed
21 to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate
22 of pay, including purported extra paid sick leave and bonuses. As a result, Plaintiff and other
23 aggrieved employees were not compensated for all earned minimum and overtime wages.

24 12. Labor Code §§ 226.7, 512, and Wage Order 1, § 11 require employers to provide
25 non-exempt employees with compliant meal periods or pay premiums at the regular rate of
26 compensation, including by failing to incorporate purported extra paid sick leave and bonuses.
27 During the relevant time period, Defendants failed to provide Plaintiff and other aggrieved
28 employees with all legally compliant meal periods due to Defendants' meal period

1 policies/practices, which have frequently resulted in late (commencing after the fifth hour of work),
2 short (less than 30 minutes), and/or missed meal periods. Upon information and belief, Plaintiff and
3 other aggrieved employees were not able to take their legally compliant meal breaks due to work
4 demands imposed by Defendants. Upon information and belief, Defendants do not keep accurate
5 records of Plaintiff's and other aggrieved employees' hours worked, including accurate time records
6 showing when employees take their meal periods. On those occasions when Plaintiff and other
7 aggrieved employees were not provided with all legally compliant meal periods to which they were
8 entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with the
9 required meal period premium(s) for each workday there was a meal period violation as mandated
10 by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the
11 payment of meal period premium payments as required by Labor Code § 226.7 in the event that a
12 legally compliant meal period was not provided to their employees.

13 13. Labor Code §§ 226.7 and Wage Order 1, § 12 require employers to authorize and
14 permit non-exempt employees to take compliant rest periods or pay premiums at the regular rate of
15 compensation, including by failing to incorporate purported extra paid sick leave and bonuses.
16 During the relevant time period, Plaintiff and other aggrieved employees were not authorized and
17 permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices,
18 which failed to authorize and permit a net 10-minute rest period for every four hours worked, or
19 major fraction thereof. Plaintiff and other aggrieved employees were not able to take their legally
20 compliant rest breaks due to work demands imposed by Defendants. Additionally, although Plaintiff
21 and other aggrieved employees occasionally worked shifts in excess of 10 hours, Plaintiff and other
22 aggrieved employees were not authorized and permitted a third rest period during shifts in excess of
23 10 hours. On those occasions when Plaintiff and other aggrieved employees were not authorized
24 and permitted to take all legally compliant rest periods to which they were entitled, Defendants
25 failed to compensate them with the required rest period premium(s) for each workday there was a
26 rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants
27 maintained no mechanism for the payment of rest period premium payments as required by Labor
28 Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to

1 their non-exempt employees.

2 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
3 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
4 sick leave pay rate.

5 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
6 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
7 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
8 statements to Plaintiff and other aggrieved employees. As a further result of Defendants' failure to
9 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
10 Defendants failed to timely pay all final wages to Plaintiff and other aggrieved employees upon
11 their separation of employment from Defendants.

12 16. Section 15 of the applicable Wage Orders provide: "(A) The temperature maintained
13 in each work area shall provide reasonable comfort consistent with industry-wide standards for the
14 nature of the process and the work performed. (B) If excessive heat or humidity is created by the
15 work process, the employer shall take all feasible means to reduce such excessive heat or humidity
16 to a degree providing reasonable comfort. Where the nature of the employment requires a
17 temperature of less than 60° F, a heated room shall be provided to which employees may retire for
18 warmth, and such room shall be maintained at not less than 68° F. (C) A temperature of not less
19 than 68° F shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of
20 use. (D) Federal and State energy guidelines shall prevail over any conflicting provision of this
21 section." California law requires an employer to endeavor to provide a safe and healthy workplace.
22 (Cal. Code Regs., tit. 8, §3203.) Labor Code section 6720 required the California Division of
23 Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat illness standard by
24 January 1,2019. (Lab. Code, § 6720.) Cal/OSHA's draft standard applies its proposed regulations to
25 "all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when
26 employees are present." During the relevant time period, Defendants failed to provide Plaintiffs and
27 other aggrieved employees with reasonable comfort by maintaining the indoor temperature within
28 the range of industry standards by, inter alia, providing adequate heating, air conditioning, and/or

1 ventilation and failed to maintain a temperature of not less than 68° F in toilet rooms and/or
2 breakrooms for Plaintiffs and other aggrieved employees.

3 17. Section 14 of Wage Order 7 provide: “(A) All working employees shall be provided
4 with suitable seats when the nature of the work reasonably permits the use of seats. (B) When
5 employees are not engaged in the active duties of their employment and the nature of the work
6 requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to
7 the work area and employees shall be permitted to use such seats when it does not interfere with the
8 performance of their duties.” Defendants violated these requirements by failing to provide sufficient
9 seating to Plaintiff and other non-exempt employees while on breaks, which forced Plaintiff and
10 other non-exempt employees to sit in their cars or outside the facility on curbs during their meal and
11 rest breaks.

12 18. Labor Code §§ 2100, *et seq.* regulate the use of quotas by warehouse distribution
13 centers, including Defendants. Defendants directly or indirectly control 100 or more employees at a
14 single warehouse distribution center or 1,000 or more employees at one or more warehouse
15 distribution centers in California. During the relevant time period, Defendants employed a quota
16 within meaning of Labor Code § 2100. On information and belief, Defendants violated Labor Code
17 §§ 2100, *et seq.* by failing to provide aggrieved employees with notice of the quotas and/or because
18 the quotas prevented aggrieved employees from taking meal periods, rest periods, and/or the use of
19 bathroom facilities.

20 19. Labor Code § 212(a) permits wages to be paid by a check that “is negotiable and
21 payable in cash, on demand, without discount, at some established place of business in the state, the
22 name and address of which must appear on the instrument, and at the time of its issuance and for a
23 reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds
24 in, or credit, arrangement, or understanding with the drawee for its payment.” During the relevant
25 time period, Defendant violated Labor Code §§ 212 by forcing Plaintiff and other non-exempt
26 employees to receive their wages via direct deposit or pay cards.

27 20. On or about February 22, 2024, Plaintiff notified Defendants via certified mail, and
28 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of

Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

CLASS ACTION ALLEGATIONS

21. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the California Code of Civil Procedure:

- a. Minimum Wage Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants' timekeeping and payroll policies and/or practices, between January 1, 2022 and October 10, 2024.
- b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants' timekeeping policies and/or practices, between January 1, 2022 and October 10, 2024.
- c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, between January 1, 2022 and October 10, 2024.
- d. Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, between January 1, 2022 and October 10, 2024.
- e. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, between February 22, 2023 and October 10, 2024.
- f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the

Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
January 1, 2022 and October 10, 2024.

g. Expense Reimbursement Class: All current and former non-exempt employees of
Defendants in the State of California who were not reimbursed for all necessary
business expenses, January 1, 2022 and October 10, 2024.

h. Unfair Competition: All current and former non-exempt employees of Defendants in
the State of California employed between January 2, 2022 and October 20, 2024.

22. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
joinder of all members would be impractical, if not impossible. The membership of the Classes is
unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
of Defendants' employment records, including payroll records.

23. **Common Questions of Law and Fact Predominate/Well-Defined Community of
Interest**: There are predominant common questions of law and fact as to Plaintiff and members of
the Classes, which predominate over questions affecting only individual members including,
without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime
Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to
members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period
premium wages due to members of the Meal Period Class pursuant to Labor Code §§
226.7 and 512;
- d. Whether Defendants authorized and permitted all legally compliant rest periods or
paid all rest period premium wages due to members of the Rest Period Class
pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendants reimbursed members of the Expense Reimbursement Class for
all necessary business expenses pursuant to Labor Code § 2802;

- 1 f. Whether Defendants furnished legally compliant wage statements to members of the
2 Wage Statement Class pursuant to Labor Code § 226; and
- 3 g. Whether Defendants timely paid all final wages to members of the Waiting Time
4 Class at the time of their separation of employment pursuant to Labor Code §§ 201
5 and 202.

6 These common questions of law and fact set forth above are numerous and substantial and
7 stem from Defendants' policies and/or practices applicable to each individual class member. As
8 such, the common questions predominate over individual questions concerning each individual
9 class member's showing as to their eligibility for recovery or as to the amount of their damages.

10 24. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
11 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
12 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
13 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
14 to Defendants' timekeeping and payroll policies/practices, not provided all required meal periods,
15 not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal
16 and rest periods, not paid all final wages upon separation of employment, and not provided with
17 accurate, compliant, itemized wage statements.

18 25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
19 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
20 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
21 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
22 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
23 members of the Classes.

24 26. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
25 public interest in establishing minimum working conditions and standards in California. These laws
26 and labor standards protect the average working employee from exploitation by employers who
27 have the responsibility to follow the laws and who may seek to take advantage of superior economic
28 and bargaining power in setting onerous terms and conditions of employment. The nature of this

1 action and the format of laws available to Plaintiff and members of the Classes make the class
2 action format a particularly efficient and appropriate procedure to redress the violations alleged
3 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
4 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
5 resources of each individual plaintiff with their vastly superior financial and legal resources.

6 27. Moreover, requiring each member of the Class(es) to pursue an individual remedy
7 would also discourage the assertion of lawful claims by employees who would be disinclined to file
8 an action against their former and/or current employer for real and justifiable fear of retaliation and
9 permanent damages to their careers at subsequent employment. The claims of the individual
10 members of the Class are not sufficiently large to warrant vigorous individual prosecution
11 considering all of the concomitant costs and expenses attending hereto.

12 28. Furthermore, the prosecution of separate actions by the individual class members,
13 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
14 with respect to the individual class members against Defendants herein; and which would establish
15 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
16 respect to individual class members which would, as a practical matter, be dispositive of the interest
17 of the other class members not parties to adjudications or which would substantially impair or
18 impede the ability of the class members to protect their interests. As such, the Classes identified
19 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **MINIMUM WAGE VIOLATIONS**

22 **(Against All Defendants)**

23 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
24 fully set forth herein.

25 30. Labor Code §§ 204, 1182.12, 1197, and Wage Order 7, § 4 establish the right of
26 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
27 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
28 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with

1 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
2 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
3 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
4 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
5 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
6 Wage Order 7.

7 31. Labor Code § 1198 makes unlawful the employment of an employee under
8 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
9 employer who has failed to pay its employees the legal minimum wage is liable to pay those
10 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
11 equal to the wages due and interest thereon.

12 32. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
13 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
14 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
15 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
16 3289.

17 **SECOND CAUSE OF ACTION**
18 **OVERTIME WAGE VIOLATIONS**
19 **(Against All Defendants)**

20 33. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
21 fully set forth herein.

22 34. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
23 Wage Order 7, § 3, which provide that non-exempt employees are entitled to all overtime wages
24 and compensation for all overtime hours worked and provide a private right of action for the failure
25 to pay all overtime compensation for overtime work performed.

26 35. At all times relevant herein, Defendants were required to properly compensate non-
27 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
28 worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer

1 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
2 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
3 Class to work overtime hours but failed to compensate these employees for all overtime hours
4 actually worked.

5 36. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
6 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
7 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
8 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
9 3287 and 3289.

10 **THIRD CAUSE OF ACTION**

11 **MEAL PERIOD VIOLATIONS**

12 **(Against All Defendants)**

13 37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
16 in their affirmative obligation to provide all of their non-exempt employees in California, including
17 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
18 accordance with the mandates of the Labor Code and Wage Order 7, § 11.

19 39. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
20 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
21 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

22 40. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
23 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
24 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
25 §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

26 **FOURTH CAUSE OF ACTION**

27 **REST PERIOD VIOLATIONS**

28 **(Against All Defendants)**

41. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

42. Labor Code §§ 226.7, 516, 558, and Wage Order 7, § 12 and establish the right of employees to be provided with a rest period of at least 10 minutes for each four-hour period worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

43. As a consequence of Defendants' unlawful rest period practices, Plaintiff and members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

FIFTH CAUSE OF ACTION
WAGE STATEMENT PENALTIES
(Against All Defendants)

44. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay period, and/or the correct name and address of the legal entity that is the employer in violation of Labor Code § 226.

46. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led

to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed and deprived them of the information necessary to identify the discrepancies in Defendants' reported payroll data.

47. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and members of the Wage Statement Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

48. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest period premium wages.

51. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

52. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of

daily wages up to thirty days from the time the wages were due.

53. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Against All Defendants)

54. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

55. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."

56. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and members of the Expense Reimbursement Class all necessary business expenses they incurred in the performance of their job duties.

57. As a consequence of Defendants' unlawful practices, Plaintiff and members of the class seek recovery of unreimbursed business expenses, including interest thereon, reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(Against All Defendants)

58. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

59. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages due;

- 1 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 2 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
- 3 periods to which they are entitled, and failing to pay them all meal period premium
- 4 wages due;
- 5 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
- 6 periods to which they are entitled, and failing to pay them all rest period premium
- 7 wages due;
- 8 e. failing to reimburse all necessary business expenses to Plaintiff and members of the
- 9 Expense Reimbursement Class;
- 10 f. failing to issue accurate and itemized wage statements to Plaintiff and members of
- 11 the Wage Statement Class;
- 12 g. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
- 13 Penalty Class;
- 14 h. Violating Labor Code § 212;
- 15 i. Violating Labor Code § 2100, et seq. with respect to quotas to Plaintiff and the
- 16 Class;
- 17 j. Failure to provide suitable seating to Plaintiff and the Class in violation of Labor
- 18 Code § 1198 and Wage Order 7;
- 19 k. Failure to provide reas to Plaintiff and the Class in violation of Labor Code § 1198
- 20 and Wage Order 7; and
- 21 l. Violating workplace temperature requirements.

22 60. Defendants' utilization of these unfair and/or unlawful business practices deprived
23 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
24 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
25 Defendants' competitors who have been and/or are currently employing workers and attempting to
26 do so in honest compliance with applicable wage and hour laws.

27 61. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
28 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of

monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

62. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

63. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

64. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;

- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
 - c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
 - d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
 - e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
 - f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
 - g. Failure to reimburse Aggrieved Employees for all necessary business expenses in violation of Labor Code § 2802;
 - h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;
 - i. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
 - j. Violating Labor Code § 212;
 - k. Violating Labor Code §§ 2100, *et seq.* re: quotas in distribution centers;
 - l. Failing to comply Wage Order regulations on suitable seating and temperature in indoor workplaces in violation of Labor Code § 1198; and
 - m. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.
65. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf

this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 203;
10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to proof pursuant to Labor Code § 2802;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et seq.*;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the

amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided;

13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

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14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

15. For such other and further relief, the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims.

DATED: October 21, 2024

JUSTICE FOR WORKERS, P.C.

By:

William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff RANDALL BACHMAN