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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSEPH GUEVARA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GLOBAL MAIL, INC., an Ohio corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV12053

[Hon. David S. Cunningham, Dept. 11]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; Memorandum of Points and
Authorities; Declaration of Larry W. Lee;
Declaration of Dennis S. Hyun; Declaration of
Joseph Guevara; [Proposed] Order]*

Date: August 1, 2022
Time: 10:00 a.m.
Department: 11

Complaint Filed: March 29, 2021

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. Prior to filing the Complaint in this matter, Plaintiff notified Defendant, Global Mail,
8 Inc., and the Labor and Workforce Development Agency (“LWDA”) that Defendant’s check in
9 procedures and wage statement practices violate the Labor Code. On that basis, on March 29, 2021,
10 Plaintiff initiated this class action against Defendant. On behalf of all current and former non-exempt
11 employees in California since August 19, 2020,¹ the initial complaint alleges classwide claims for
12 Defendant’s failure to pay for off-the-clock work and failure to provide lawful wage statements. On May
13 28, 2021, Plaintiff filed a first amended complaint to also seek penalties as a proxy for the State of
14 California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

15 3. From the outset of the litigation, the Parties thoroughly investigated the facts relating to
16 the claims alleged in the Complaint and engaged in a thorough study of the legal principles applicable to
17 the claims Plaintiff alleged and defenses Defendant asserted. Defendant’s counsel promptly contacted
18 Plaintiff’s counsel to investigate Plaintiff’s allegations and to provide Plaintiff’s counsel with
19 information regarding the alleged violations. The Parties engaged in a thorough study of the legal
20 principles and facts applicable to the claims Plaintiff alleged and defenses Defendant might assert.
21 Defendant provided information related to the time period that Plaintiff’s allegations applied, the
22 number of employees, and the number of wage statements they were issued, among other items.

23 4. After approximately nine months of litigation, the Parties commenced settlement
24 negotiations through a well-respected mediator, Steve Pearl. Defendant’s willingness to engage in
25 informal discovery enabled Plaintiff to evaluate the scope of Defendant’s potential liability. For
26 example, Defendant provided the numbers of individuals, pay periods, and Surge Pay wage statements,
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28 ¹ On October 9, 2020, the Los Angeles Superior Court approved a class action settlement in *Mayca v. Global Mail, Inc.*, which released claims through August 18, 2020.

1 among other things, relevant to Plaintiff’s allegations—enabling Plaintiff to assess the full value of
2 Class Members’ claims and further enabling extensive arm’s length negotiations between the Parties and
3 their counsel. Following the mediation, the Parties continued negotiations and were ultimately able to
4 agree to the current settlement described in the in the Class Action and PAGA Settlement Agreement
5 (“Agreement”), a true and correct copy of which is attached as **Exhibit 1**. The Agreement is based on
6 the Court’s Model Class Action and PAGA Settlement Agreement. A true and correct copy of a redline
7 of changes between the Agreement and the Court’s Model Class Action and PAGA Settlement
8 Agreement is attached as **Exhibit 2**.

9 5. Although I am confident that litigation of the claims would result in a classwide judgment
10 against Defendant, I recognize the inherent risks in litigation, including the specific risks that class
11 certification could be denied, liability could not be established at trial, or the applicable law could
12 change. I recognize that the settlement resulting from extensive arm’s length negotiations between the
13 Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of
14 litigation, as well as the potential for appeals and the costs of pursuing litigation. The Parties engaged in
15 a thorough study of the legal principles and facts applicable to the claims Plaintiff alleged and defenses
16 Defendant might assert. Defendant contested the merits and denied it was liable for any penalties.
17 Moreover, even if Defendant violated the Labor Code, Defendant contested the extent of liability. For
18 example, Defendant contended that PAGA penalties would be subject to discretionary reductions and
19 that liability under Labor Code section 226(e) would be subject to additional defenses requiring proof of
20 injuries resulting from knowing and intentional violations. As for potential liability for off-the-clock
21 work, Plaintiff expected that Defendant would further contend that the bulk of such liability would be
22 subject to defenses based on Defendant’s good faith. While the Parties disagree on the application of the
23 law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least
24 have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately
25 agreed was reasonable.

26 6. Based on data provided before mediation, the Gross Settlement Amount of \$550,000.00
27 requires Defendant to pay a gross amount of approximately \$267.90 per Class Member. *After* all
28 requested payments from the Gross Settlement Amount, it is estimated that each Class Member, on

1 average, would be allocated more than \$125 (or approximately \$125.75). Based on an average
2 workweek of four days per week and average hourly rate of \$18.78, an additional one minute of pay for
3 off-the-clock check-in procedures was estimated at mediation to result in approximately \$54,544.63 in
4 unpaid wages to Class Members under Section 1194²—and an equal amount in liquidated damages
5 under Section 1197.1. For former employees, Defendant is also potentially liable for waiting time
6 penalties under Section 203. Lab. Code § 203. Based on 1,069 formerly employed Class Members and
7 an estimated average workday of six hours, waiting time penalties would amount to \$3,613,647.60. For
8 wage statement violations, Plaintiff contended that class claims under Section 226(e) result in a \$50
9 penalty for the first non-compliant wage statement to each Class Member and a \$100 penalty for each
10 additional non-compliant wage statement to the Class Member, up to a maximum of \$4,000 per class
11 member. Based on 891 wage statements showing payment for Surge Pay wages, wage statement
12 penalties would amount to approximately \$89,100. Ultimately, Plaintiff contended that Defendant would
13 be liable to Class Members for \$3,811,836.86 in class claims. At mediation, Plaintiff also argued that a
14 \$100 penalty under PAGA for each pay period would additionally impose up to \$2,178,300 in liability
15 for a total potential liability of at least \$5,990,136.86.

16 7. I am one of the primary attorneys on this matter. My qualifications are as follows: After
17 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
18 2004 with concentrations in Management and Human Resources, I continued studying labor and
19 employment issues by enrolling in post-graduate education at the School of Labor and Employment
20 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
21 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
22 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
23 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

24 8. Upon graduating from law school in 2008, I practiced labor and employment law at
25 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
26 practice focused on wage and hour class, collective, and representative actions, with a particular
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² Except as otherwise noted, all “Section” references are to the Labor Code.

1 emphasis on PAGA matters. During my time with Seyfarth Shaw LLP, I was a primary attorney on
2 numerous wage and hour class, collective, and representative actions that resulted in published opinions,
3 including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary
4 judgment in PAGA action based on absence of meal period violations in light of collectively bargained
5 waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale*
6 *Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014) (obtaining dismissal of wage statement
7 allegations in PAGA representative action). I was also able to obtain experience litigating representative
8 claims or wage and hour matters through trial and appeal. *E.g.*, *Velazquez v. Costco Wholesale*
9 *Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties
10 based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale*
11 *Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of
12 defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions
13 from final paychecks). I also litigated class certification on numerous matters, including in this Court.
14 *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (denial of class
15 certification on behalf of retail employees alleging off-the-clock work).

16 9. Based on my experience in wage and hour class, collective, and representative actions, I
17 have been interviewed and quoted in articles published in the Northern California Record about
18 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
19 hour class and representative action litigation, including for example articles on California kin care
20 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
21 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
22 laws in *California Transportation News*, a publication of the California Construction Trucking
23 Association.

24 10. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
25 which also focuses primarily on employment law. I have handled a number of wage and hour class and
26 representative actions and continue litigating such matters in numerous Superior Courts and District
27 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
28 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have

1 obtained class certification and been appointed class counsel, including in this Court. No court has ever
2 found me to be inadequate class counsel.

3 11. My co-counsel and I will adequately represent the Class Members in this action and have
4 no conflicts with the class. Plaintiff's Counsel have and will zealously represent Plaintiff and the Class
5 and pursue this lawsuit to its conclusion.

6 12. Along with the filing of the motion for preliminary approval of the settlement in this
7 matter, my regular practice would be to direct my office staff to similarly upload a copy of the motion
8 papers to the Labor and Workforce Development Agency LWDA in compliance with Section 2699(1)(2)
9 and (4). Similarly, upon approval of a settlement in this matter, my regular practice would be to direct
10 my office staff to similarly upload a copy of the Court's judgment, papers, or other orders awarding civil
11 penalties under PAGA.

12 13. I understand that the attorneys' fees awarded in this action will be split 50% to Diversity
13 Law Group, P.C. and 50% to Hyun Legal, APC.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 8th day of July 2022, at Pasadena, California.

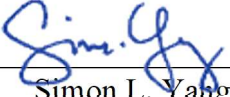
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Joseph Guevara (“Plaintiff”) and defendant Global Mail, Inc. (“Global Mail”). The Agreement refers to Plaintiff and Global Mail collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Global Mail captioned *Guevara v. Global Mail, Inc. et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV12053, initiated on March 29, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt or hourly employees of Defendant that worked in California at any time from August 19, 2020, through December 31, 2021.
- 1.5. “Class” means all current and former non-exempt or hourly employees of Defendant that worked in California at any time from August 19, 2020, through December 31, 2021.
- 1.6. “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Dennis S. Hyun of Hyun Legal, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Global Mail’s possession including the Class Member’s name, last-known mailing address, last-known telephone number, last-known email address, Social Security number, employee identification number, the number of pay periods each Class Member worked during the Class Period, and the number of pay periods each Aggrieved Employee worked during the PAGA Period.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database and skip traces.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from August 19, 2020, through December 31, 2021.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Global Mail” means named defendant Global Mail, Inc.
- 1.17. “Defense Counsel” means Christopher J. Boman and Shaun J. Voigt of Fisher & Phillips LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the date the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the last date when a timely notice of appeal from the Judgment may be filed; or (c) if a timely appeal from the Judgment is filed, the date the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Employee Taxes” means the employee’s share of any and all applicable federal, state, and local payroll taxes on the portion of Class Members’ Individual Class Payment and Aggrieved Employees’ Individual PAGA Payment that constitutes wages. Employee Taxes will be paid out of the Net Settlement Amount.
- 1.20. “Employer Taxes” means Global Mail’s share of any and all applicable federal, state, and local payroll taxes on the portion of Class Members’ Individual Class Payment and Aggrieved Employees’ Individual PAGA Payment that constitutes wages. Employer Taxes will be paid separately by Global Mail and shall not be paid out of the Gross Settlement Amount.

- 1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.23. “Final Judgment” means the Court’s entry of a Judgment on its Order Granting Final Approval of the Settlement.
- 1.24. “Gross Settlement Amount” means \$550,000.00, which is the total amount Global Mail agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. The Gross Settlement Amount does not include employer side payroll taxes; Global Mail agrees to separately pay employer side payroll taxes on the Wage Portions of the Individual Class Payments.
- 1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.
- 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code Section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “PAGA Period” means the period from August 19, 2020, through December 31, 2021.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code § 2698, et seq.).

- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties (\$50,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Joseph Guevara, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 7 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 7 below.
- 1.41. "Released Parties" means Global Mail and its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, and each of them.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Pay Periods" means any pay period during which a Class Member or Aggrieved Employee worked for Global Mail for at least one day, during the Class Period and the PAGA Period, respectively.

2. RECITALS.

- 2.1. On March 29, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Global Mail for (1) Failure to Pay Wages in Violation of Cal. Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) Violation of Cal. Labor Code § 226; (3) Violation of Cal. Bus. & Prof. Code § 2698, *et seq.*; and (4) Violation of Cal. Labor Code § 2698, *et seq.* The Complaint is the operative complaint in the Action (the “Operative Complaint”). Global Mail denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On March 25, 2021, Plaintiff gave written pre-litigation notice to Global Mail and the LWDA pursuant to Labor Code section 2699.3, subd. (a) by sending a letter identifying the wage and hour violations alleged as PAGA violations in the Operative Complaint.
- 2.3. On December 13, 2021, the Parties participated in an all-day mediation presided over by Steve Pearl, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery methods, classwide information, data, and documents regarding relevant corporate policies and practices. 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*”).
- 2.5. The Action has not been certified.
- 2.6. The Parties and their Counsel represent that they are not aware of any other pending matter or action whose claims are extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Global Mail promises to pay \$550,000.00 and no more as the Gross Settlement Amount, except as provided in Paragraph 10 below, and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Global Mail has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Global Mail.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$25,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Global Mail will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Expenses Payment, Plaintiff will seek Court approval for Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33⅓% which is currently estimated to be \$183,333.33 and a Class Counsel Expenses Payment of not more than \$30,000.00. Global Mail will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment and holds Global Mail harmless, and indemnifies Global Mail, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$16,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Period Pay Periods.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Global Mail will simultaneously deliver the Class Data to the Administrator and to Class Counsel, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, Class Counsel and the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to attorneys and employees who need access to the Class Data to effect and perform under this Agreement. Global Mail has a continuing duty to immediately notify Class Counsel of any Class Member information missing or omitted from the Class Data and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Global Mail must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
5. Class and Aggrieved Employee Pay Periods. Based on a review of its records to date, Global Mail estimates there are 1,928 Class Members and Aggrieved Employees who collectively worked a total of 21,783 Class Period and PAGA Period Pay Periods. Global Mail will (i)

file in Court a declaration under oath in support of the motion for preliminary approval attesting to the number of Class Members, the number of Aggrieved Employees, the number of Class Period Pay Periods and the number of PAGA Period Pay Periods (collectively “Declaration re Class Size and Pay Periods”), and (ii) at the same time, provide Class Counsel with sufficient documentation to verify the attestation. Class Counsel will maintain this information in confidence, using it only for purposes of this Settlement and for no other purpose. Class Counsel will limit access to the information to Class Counsel’s attorneys and employees who need to use the information to effect and perform under the Settlement.

6. SETTLEMENT FUNDING AND PAYMENTS.

6.1. Funding of Gross Settlement Amount. Global Mail shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Global Mail’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

6.2. Payments from the Gross Settlement Amount. Within 14 days after Global Mail funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

6.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

6.2.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as

undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. The Administrator need not take further steps to deliver checks to any Class Member whose Class Notice is returned as undelivered and whose settlement check is returned as undelivered.

6.2.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6.2.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Global Mail to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

7. **RELEASES OF CLAIMS.** Effective on the date when Global Mail fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

7.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

7.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

7.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 7.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, wage claims, or claims based on facts occurring outside the Class Period.

7.3 Additional Release by Participating Class Members Who Are Aggrieved Employees: In addition to the releases given in Section 7.2, Participating Class Members who are Aggrieved Employees, release Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts contained in Plaintiff's March 25, 2021 notice to the LWDA and the Operative Complaint during the PAGA Period. Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, wage claims, or claims based on facts occurring outside the PAGA Period.

7.4 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts contained in Plaintiff's March 25, 2021 notice to the LWDA and the Operative Complaint. Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, wage claims, or claims based on facts occurring outside the PAGA Period.

8 **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

8.1 Global Mail's Declarations in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Global Mail will prepare and deliver to Class Counsel a signed Declaration re Class Size and Pay Periods and signed declarations from Global Mail and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. The Declarations shall contain an affirmative statement that Defense Counsel and Global Mail are not aware of any

other pending matter or action whose claims are extinguished or affected by the Settlement.

- 8.2 Within 14 days of the full execution of this Agreement, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, and any actual or potential conflicts of interest with the Administrator. The Declaration shall contain an affirmative statement that Class Counsel and Plaintiff are not aware of any other pending matter or action whose claims are extinguished or affected by the Settlement.
- 8.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 8.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

9 SETTLEMENT ADMINISTRATION.

- 9.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 9.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 9.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 9.4 Notice to Class Members.
- 9.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Pay Periods in the Class Data.
- 9.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 9.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 9.4.4 The deadlines for Class Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 9.4.5 If the Administrator, Global Mail or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 9.5 Requests for Exclusion (Opt-Outs).
- 9.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 9.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 9.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is automatically a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 7.2 and 7.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 9.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 7.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 9.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 9.7 Objections to Settlement.
- 9.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Payment.
- 9.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 9.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 9.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 9.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 9.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 9.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 9.8.4 Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 9.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the

Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 9.8.6 **Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- 10 **CLASS SIZE MODIFICATION.** It was represented to Class Counsel that the Class is estimated to be 2,053 Class Members and 25,492 Pay Periods during the Class Period. Upon receipt of the Class Data, the Administrator shall confirm to Class Counsel that the Class Data is consistent with these representations. To the extent the number of Pay Periods increases beyond 25,492, the Gross Settlement Amount will increase proportionally. For example, if the number of Pay Periods increases by 6%, Defendant shall increase the Gross Settlement Amount by 6%. If the increase causes an increase of the cost of Administration beyond the amount that has been preliminarily approved by the Court, Defendant shall separately bear the increased cost of Administration outside of the Gross Settlement Amount.
- 11 **GLOBAL MAIL'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Global Mail may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Global Mail withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Global Mail will remain responsible for paying all Settlement Administration Expenses incurred to that point. Global Mail must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the Exclusion List to Defense Counsel; late elections will have no effect.
- 12 **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 12.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in

Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 12.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 12.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. Should any party seek to enforce the terms of this Agreement, the prevailing party to any such enforcement proceedings shall also be entitled to seek all reasonable attorneys' fees and costs incurred in connection with any such enforcement proceedings.
- 12.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 12.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 13 **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

14 **ADDITIONAL PROVISIONS.**

14.1 No Admission of Liability or Class Certification for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Global Mail that any of the allegations in the Operative Complaint have merit or that Global Mail has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Global Mail's defenses in the Action have merit. The Parties agree that class certification is for purposes of this Settlement only. If, for any reason the Court does grant Final Approval or enter Judgment, Global Mail reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Global Mail's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Global Mail and Defense Counsel separately agree that until the Motion for Preliminary Approval of Settlement is filed, he/she/it will not to disclose, disseminate and/or publicize, cause or permit to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) Counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Global Mail and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement and further agree to respond to any conversation initiated by a third party by stating only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict

Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 14.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 14.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Global Mail, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 14.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 14.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 14.8 No Tax Advice. Neither Plaintiff, Class Counsel, Global Mail nor Defense Counsel are providing any 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.
- 14.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives (such as Class Counsel), and approved by the Court.
- 14.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 14.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 14.12 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.
- 14.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 14.14 Use and Return of Class Data. All copies and summaries of the Class Data provided to Class Counsel by Global Mail in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 5 years after Global Mail fully funds the Gross Settlement Amount and any employer-side payroll taxes, and the Judgment becomes Final, at the request of Counsel for Defendant, Class Counsel will return or destroy and confirm in writing to Global Mail the destruction or return of all such documents and data.
- 14.15 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.
- 14.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 14.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Larry W. Lee (State Bar No. 228175)
Simon L. Yang (State Bar No. 260286)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

To Global Mail:

Christopher J. Boman, SBN 198798

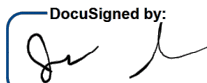
Shaun J. Voigt, SBN 265721
FISHER & PHILLIPS LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071
Telephone: (213) 330.4500
Facsimile: (213) 330-4501

14.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or 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 if 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.

14.19 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.

PLAINTIFF JOSEPH GUEVARA

Dated: 07/07, 2022

DocuSigned by:

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Joseph Guevara

GLOBAL MAIL, INC.

Dated: _____, 2022

By:
Title:
On behalf of Global Mail, Inc.

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: July 8, 2022



LARRY W. LEE
Attorneys for Plaintiff and Proposed Class Counsel

Dated: _____, 2022

FISHER & PHILLIPS LLP

By: _____
CHRISTOPHER J. BOMAN
SHAUN VOIGT
Attorneys for Defendant

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Joseph Guevara v. Global Mail, Inc. et al.,

Superior Court of California for the County of Los Angeles, Case No. 21STCV12053

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Global Mail, Inc. (“Global Mail”) for alleged wage and hour violations. The Action was filed by a former Global Mail employee Joseph Guevara (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Global Mail during the Class Period (August 19, 2020, to December 31, 2021); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Global Mail during the PAGA Period (August 19, 2020, to December 31, 2021) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Global Mail to fund Individual Class Payments, and (2) a PAGA Settlement requiring Global Mail to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Global Mail’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Global Mail’s records showing that **you worked [REDACTED] pay periods** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Global Mail to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Global Mail.

If you worked for Global Mail during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:.

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.

As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Global Mail.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Global Mail, but remain eligible for an Individual PAGA Payment if you are an Aggrieved Employee (and release Global Mail from PAGA Period penalty claims). You cannot opt-out of the PAGA portion of the proposed Settlement.

Global Mail will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert wage and hour claims and PAGA penalty claims against Global Mail based on the Class Period facts and PAGA Period facts respectively alleged in the Action.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive an Individual PAGA Payment and must give up their rights to pursue PAGA penalty claims against Global Mail based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.

Written Objections Must be Submitted by [date]	You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Global Mail's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Global Mail employee. The Action accuses Global Mail of violating California labor laws by failing to pay wages and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Dennis S. Hyun of Hyun Legal, APC ("Class Counsel").

Global Mail strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Global Mail or Plaintiff is correct on the merits. In the meantime, Plaintiff and Global Mail hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Global Mail have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Global Mail does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Global Mail has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Global Mail Will Pay \$550,000.00 as the Gross Settlement Amount (Gross Settlement). Global Mail has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Global Mail will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$183,333.33 (33⅓% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$25,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$16,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Pay Periods.

4. Taxes Owed on Payments to Class Members. Plaintiff and Global Mail are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Global Mail will separately pay employer-side payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are for penalties rather than wages. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Global Mail have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the California Controller's Unclaimed Property Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Global Mail.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Global Mail based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Global Mail have agreed that, in either case, the Settlement will be void:

Global Mail will not pay any money and Class Members will not release any claims against Global Mail.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section I of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Global Mail has fully funded the Gross Settlement (and separately paid all employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Global Mail or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns release Global Mail and the Released Parties (Global Mail’s respective former and present directors, officers, directors, shareholders, owners, agents, employees, attorneys, insurers and its predecessors, successors, and assigns) from (i) all claims alleged, or could which have been reasonably alleged based on the Class Period stated in the Operative Complaint, and (ii) all PAGA penalties alleged, or which could have been reasonably alleged, based on the PAGA Period facts contained in Plaintiff’s March 25, 2021 notice to the LWDA and the Operative Complaint during the PAGA Period. These releases expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside of the Class Period and PAGA Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Global Mail has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Global Mail, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Global Mail or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns release Global Mail and the Released Parties (Global Mail's respective former and present directors, officers, directors, shareholders, owners, agents, employees, attorneys, insurers and its predecessors, successors, and assigns) from all PAGA penalties alleged, or which could have been reasonably alleged, based on the PAGA Period facts contained in Plaintiff's March 25, 2021 notice to the LWDA and the Operative Complaint during the PAGA Period. These releases expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the PAGA Period.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Global Mail's records, are stated in the first page of this Notice. **You have until [date] to challenge the number of Pay Periods credited to you.** You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section I of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Global Mail's calculation of Pay Periods based on Global Mail's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Global Mail's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member)

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Joseph Guevara v. Global Mail, Inc. et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV12053, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Global Mail are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section I of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the

Action as *Joseph Guevara v. Global Mail, Inc. et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV12053 and include your name, current address, telephone number, and approximate dates of employment for Global Mail and sign the objection. Section I of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section H of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

I. HOW CAN I GET MORE INFORMATION?

The Agreement spells out everything Global Mail and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV12053. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE DEPARTMENT 11 OF THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Larry W. Lee (State Bar No. 228175)

Simon L. Yang (State Bar No. 260286)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

~~[MODEL]~~ **CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT ~~AND CLASS NOTICE~~**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Joseph Guevara (“Plaintiff”) and defendant ~~XYZ~~ (“XYZ”), Global Mail, Inc. (“Global Mail”). The Agreement refers to Plaintiff and ~~XYZ Global Mail~~ collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against ~~XYZ Global Mail~~ captioned Guevara v. Global Mail, Inc. et al., Superior Court of California for the County of Los Angeles, Case No. 21STCV12053, initiated on March 29, 2021, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means ~~fe.g., a person employed by XYZ all current and former non-exempt or hourly employees of Defendant that worked in California and classified as a~~ who worked for XYZ during the PAGA Period at any time from August 19, 2020, through December 31, 2021.

1.5. “Class” means ~~define class e.g., all persons employed by XYZ all current and former non-exempt or hourly employees of Defendant that worked in California and classified as who worked for XYZ during the Class Period at any time from August 19, 2020, through December 31, 2021.~~

1.6. “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Dennis S. Hyun of Hyun Legal, APC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in ~~XYZ’s Global Mail’s~~ possession including the Class Member’s name, last-known mailing address, last-known telephone number, last-known email address, Social Security number, and employee identification number, the number of pay periods each Class Member worked during the

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- Class Period ~~Workweeks and, and the number of pay periods each Aggrieved Employee worked during the~~ PAGA Pay Periods ~~Period.~~
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, ~~and skip traces, and direct contact by the Administrator with Class Members.~~
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from ~~_____ to _____~~ August 19, 2020, through December 31, 2021.
- ~~1.13.~~ 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles. ~~“XYZ”~~
- 1.16. “Global Mail” means named ~~Defendant _____~~ defendant Global Mail, Inc.
- ~~1.17.~~ 1.17. “Defense Counsel” means ~~_____~~ Christopher J. Boman and Shaun J. Voigt of Fisher & Phillips LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the ~~day~~ date the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the ~~day~~ after the deadline for filing a last date when a timely notice of appeal from the Judgment may be filed; or (c) if a timely appeal from the Judgment is filed, the day after date the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Employee Taxes” means the employee’s share of any and all applicable federal, state, and local payroll taxes on the portion of Class Members’ Individual Class Payment and Aggrieved Employees’ Individual PAGA Payment that constitutes wages. Employee Taxes will be paid out of the Net Settlement Amount.

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~~1.20.~~ “Employer Taxes” means Global Mail’s share of any and all applicable federal, state, and local payroll taxes on the portion of Class Members’ Individual Class Payment and Aggrieved Employees’ Individual PAGA Payment that constitutes wages. Employer Taxes will be paid separately by Global Mail and shall not be paid out of the Gross Settlement Amount.

~~1.19.~~~~1.21.~~ “Final Approval” means the Court’s order granting final approval of the Settlement.

~~1.20.~~~~1.22.~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

~~1.21.~~~~1.23.~~ “Final Judgment” means the Court’s entry of a Judgment Entered by the Court upon its Order Granting Final Approval of the Settlement.

~~1.22.~~~~1.24.~~ “Gross Settlement Amount” means \$~~550,000.00.~~ which is the total amount XYZGlobal Mail agrees to pay under the Settlement except as provided in Paragraph ~~9~~~~10~~ below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. The Gross Settlement Amount does not include employer side payroll taxes; Global Mail agrees to separately pay employer side payroll taxes on the Wage Portions of the Individual Class Payments.

~~1.23.~~~~1.25.~~ “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of ~~WorkweeksPay Periods~~ worked during the Class Period.

~~1.24.~~~~1.26.~~ “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~WorkweeksPay Periods~~ worked during the PAGA Period.

~~1.25.~~~~1.27.~~ “Judgment” means the judgment entered by the Court based upon the Final Approval.

~~1.26.~~~~1.28.~~ “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code ~~section~~Section 2699, subd. (i).

~~1.27.~~~~1.29.~~ “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.28.~~~~1.30.~~ “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel ~~Litigation~~ Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Pay Periods" means any ~~workweek~~ week during which a Class Member or Aggrieved Employee worked for XYZ Global Mail for at least one day, during the Class Period, and the PAGA Period, respectively.

2. RECITALS.

2.1. On March 29, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against XYZ Global Mail for (1) Failure to Pay Wages in Violation of Cal. Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) Violation of Cal. Labor Code § 226; (3) Violation of Cal. Bus. & Prof. Code § 2698, et seq.; and (4) Violation of Cal. Labor Code § 2698, et seq. The Complaint is the operative complaint in the Action (the "Operative Complaint.") [On March 29, 2021, Plaintiff filed a First Amended Complaint alleging causes of action against XYZ for (1) Failure to Pay Wages in Violation of Cal. Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) Violation of Cal. Labor Code § 226; (3) Violation of Cal. Bus. & Prof. Code § 2698, et seq.; and (4) Violation of Cal. Labor Code § 2698, et seq. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.")] XYZ Global Mail denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

~~Pursuant to Labor Code section 2699.3, subd.(a);~~

~~2.2. On March 25, 2021, Plaintiff gave timely written pre-litigation notice to XYZ Global Mail and the LWDA pursuant to Labor Code section 2699.3, subd. (a) by sending a letter identifying the wage and hour violations alleged as PAGA Notice violations.~~

2.2. On March 25, 2021 (type in the Operative Complaint).

2.3. On December 13, 2021 (additional dates), the Parties participated in an all-day mediation presided over by Steve Pearl, which led to this Agreement to settle the Action (describe alternative means of negotiation).

~~2.4. Prior to mediation negotiating the Settlement, Plaintiff obtained, through~~

2.4. ~~formal and informal discovery, (documents, testimony and methods, classwide information obtained), data, and documents regarding relevant corporate policies and practices.~~ 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").

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2.5. The Court ~~has~~ ~~an~~ Action has not ~~granted class certification.~~ (insert details as needed)
~~been certified.~~

2.6. The Parties, ~~Class Counsel~~ and ~~Defense~~ ~~their~~ Counsel represent that they are not aware of any other pending matter or action ~~asserting whose~~ claims ~~that will bear~~ extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9.10 below, ~~XYZ Global Mail~~ promises to pay \$ ~~550,000.00~~ and no more as the Gross Settlement Amount, ~~except as provided in Paragraph 10 below,~~ and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. ~~XYZ Global Mail~~ has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. ~~The Administrator~~ will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ Global Mail.~~

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$ ~~25,000.00~~ (in addition to any Individual Class Payment ~~and~~ any Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class Member). ~~XYZ Global Mail~~ will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class ~~Litigation~~ Expenses Payment, Plaintiff will seek Court approval for ~~any~~ Class Representative Service ~~Payments~~ Payment no later than ~~16 court~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than ~~%,33 1/3%~~ which is currently estimated to be \$ ~~183,333.33~~ and a Class Counsel ~~Litigation~~ Expenses Payment of not more than \$ ~~30,000.00~~. ~~XYZ Global Mail~~ will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class ~~Litigation~~ Expenses Payment no later than ~~16 court~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or

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a Class Counsel ~~Litigation~~ Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel ~~Litigation~~ Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel ~~Litigation~~ Expenses Payment and holds ~~XYZGlobal Mail~~ harmless, and indemnifies ~~XYZGlobal Mail~~ from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. ~~To the Administrator:~~ An Administrator Expenses Payment not to exceed \$ ~~—16,000.00~~ except for a showing of good cause and as approved by the Court. ~~To the extent the Administration Expenses are less or the Court approves payment less than \$—16,000.00,~~ the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. ~~To Each Participating Class Member:~~ An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of ~~WorkweeksPay~~ ~~Periods~~ worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's ~~WorkweeksClass Period~~ ~~Pay Periods~~.

3.2.4.1. ~~Tax Allocation of Individual Class Payments,~~ ~~%—20%~~ of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~The %—80%~~ of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~{e.g., interest and penalties}~~ (the "Non-Wage Portion"). ~~The Non-Wage Portions are not subject to wage~~ withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

~~3.2.4.1.~~
3.2.4.2. ~~Effect of Non-Participating Class Members on Calculation of Individual Class Payments.~~ Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. ~~To the LWDA and Aggrieved Employees:~~ PAGA Penalties in the amount of \$ ~~—50,000.00~~ to be paid from the Gross Settlement Amount, with 75% (\$ ~~—37,500.00~~) allocated to the LWDA PAGA Payment and 25% (\$ ~~—12,500.00~~) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$ (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.1.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates there are _____ Class Members who collectively worked a total of _____ Workweeks, and _____ of Aggrieved Employees who worked a total _____ of PAGA Pay Periods.

4.2.4. Class Data. Not later than ~~fe.g., 15~~10 days after the Court grants Preliminary Approval of the Settlement, XYZGlobal Mail will simultaneously deliver the Class Data to the Administrator and to Class Counsel, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, Class Counsel and the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administratorattorneys and employees who need access to the Class Data to effect and perform under this Agreement. XYZGlobal Mail has a continuing duty to immediately notify Class Counsel if it discovers that of any Class Member information missing or omitted from the Class Data omitted class member identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZGlobal Mail must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5. Class and Aggrieved Employee Pay Periods. Based on a review of its records to date, Global Mail estimates there are 1,928 Class Members and Aggrieved Employees who collectively worked a total of 21,783 Class Period and PAGA Period Pay Periods. Global Mail will (i) file in Court a declaration under oath in support of the motion for preliminary approval attesting to the number of Class Members, the number of Aggrieved Employees, the number of Class Period Pay Periods and the number of PAGA Period Pay Periods (collectively "Declaration re Class Size and Pay Periods"), and (ii) at the same time, provide Class Counsel with sufficient documentation to verify the attestation. Class Counsel will maintain this information in confidence, using it only for purposes of this Settlement and for no other purpose. Class Counsel will limit access to the information to Class Counsel's attorneys and employees who need to use the information to effect and perform under the Settlement.

6. SETTLEMENT FUNDING AND PAYMENTS.

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6.1. Funding of Gross Settlement Amount. ~~XYZ~~Global Mail shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Global Mail's share of payroll taxes by transmitting the funds to the Administrator no later than ~~14~~ days after the Effective Date.

~~4.3.~~
4.4.6.2. Payments from the Gross Settlement Amount. Within ~~14~~ days after ~~XYZ~~Global Mail funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel ~~Litigation~~ Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel ~~Litigation~~ Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

6.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~4.4.1.~~
4.4.2-6.2.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within ~~7~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. The Administrator need not take further steps to deliver checks to any Class Member whose Class Notice is returned as undelivered and whose settlement check is returned as undelivered.

4.4.3-6.2.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to~~ the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no ~~"unpaid residue"~~ subject to the requirements of California Code of

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Civil Procedure Section 384, subd. (b).] ~~for to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient")~~. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (b).

4.4.4.6.2.4. The payment of Individual Class Payments and Individual PAGA

Payments shall not obligate XYZGlobal Mail to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. [BLANK]

6.7. RELEASES OF CLAIMS. Effective on the date when XYZGlobal Mail fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

7.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period]~~, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, ~~[or ascertained during the Action and released under 6.2, below]~~. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.

6.1.1.7.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2.7.2. Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably

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could have been alleged, based on the Class Period facts stated in the Operative Complaint ~~[and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.”]~~. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act ~~FEHA~~, unemployment insurance, disability, social security, workers’ compensation, wage claims, or claims based on facts occurring outside the Class Period.

7.3 Additional Release by Participating Class Members Who Are Aggrieved Employees: In addition to the releases given in Section 7.2, Participating Class Members who are Aggrieved Employees, release Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts contained in Plaintiff’s March 25, 2021 notice to the LWDA and the Operative Complaint during the PAGA Period. Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers’ compensation, wage claims, or claims based on facts occurring outside the PAGA Period.

7.4 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts ~~stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.”]~~ contained in Plaintiff’s March 25, 2021 notice to the LWDA and the Operative Complaint. Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers’ compensation, wage claims, or claims based on facts occurring outside the PAGA Period.

~~6.3.~~
7.8 MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

XYZ’s Declaration

7.1-8.1 Global Mail’s Declarations in Support of Preliminary Approval. Within ~~— 14~~ days of the full execution of this Agreement, ~~XYZ~~Global Mail will prepare and deliver to Class Counsel a signed Declaration ~~from XYZ~~re Class Size and Pay Periods and signed declarations from Global Mail and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient. In their.~~ The Declarations, shall contain an affirmative statement that Defense Counsel and ~~XYZ~~ shall aver that they Global Mail are not aware of any other pending matter or action ~~asserting whose claims that will bear~~ extinguished or adversely affected by the Settlement.

Plaintiff’s Responsibilities:

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~~7.2.8.2~~ Within 14 days of the full execution of this Agreement, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or the proposed Cy Pres~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or the Administrator and/or the proposed Cy Pres~~; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); ~~(vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) and~~ all facts relevant to any actual or potential conflict of interest with Class Members, and any actual or potential conflicts of interest with the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel. The Declaration shall ~~aver~~contain an affirmative statement that they Class Counsel and Plaintiff are not aware of any other pending matter or action ~~asserting whose~~ claims ~~that will bear~~ extinguished or ~~adversely~~ affected by the Settlement.

~~Responsibilities~~

~~8.3~~ Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~30~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. ~~Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.~~

~~7.3.~~ ~~7.4.~~~~8.4~~ Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

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9 SETTLEMENT ADMINISTRATION.

9.1 Selection of Administrator. The Parties have jointly selected ~~Phoenix Settlement Administrators~~ to serve as the Administrator and verified that, as a condition of appointment, ~~Phoenix Settlement Administrators~~ agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

9.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

9.4 Notice to Class Members.

9.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, ~~Workweeks~~, and Pay Periods in the Class Data.

9.4.2 Using best efforts to perform as soon as possible, and in no event later than ~~14~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit ~~A~~. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of ~~Workweeks~~ ~~Class Period~~ ~~Pay Periods~~ and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

9.4.3 Not later than ~~3~~ business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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~~8.4.4.9.4.4~~ The deadlines for Class Members' written objections, Challenges to ~~Workweeks and/or~~ Pay Periods, and Requests for Exclusion will be extended an additional ~~14~~ days beyond the ~~60~~~~45~~ days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

~~8.4.5.9.4.5~~ If the Administrator, ~~XYZGlobal Mail~~ or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~14~~ days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~8.5.9.5~~ Requests for Exclusion (Opt-Outs).

~~8.5.1.9.5.1~~ Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~60~~~~45~~ days after the Administrator mails the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative ~~that reasonably communicates the Class Member's election to be excluded from the Settlement and includes setting forth~~ the Class Member's name, ~~present address and email address or~~ telephone number, ~~and a simple statement electing to be excluded from the Settlement.~~ To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

~~8.5.2.9.5.2~~ The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~8.5.3.9.5.3~~ Every Class Member who does not submit a timely and valid Request for Exclusion is ~~deemed to be~~ automatically a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the

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Settlement, including the Participating Class Members' Releases under Paragraphs ~~67.2~~ and ~~67.3~~ of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

~~8.5.4.9.5.4~~ Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. ~~Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 67.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

~~8.6.9.6~~ Challenges to Calculation of ~~Workweeks~~ Pay Periods. Each Class Member shall have ~~60~~45 days after the Administrator mails the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of Class ~~Workweeks~~ Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the ~~Workweeks~~ Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of ~~Workweeks and/or~~ Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of ~~Workweeks and/or~~ Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

~~8.7.9.7~~ Objections to Settlement.

~~8.7.1-9.7.1~~ Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel ~~Litigation~~ Expenses Payment and/or Class Representative Service Payment.

~~9.7.2~~ Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~60~~45 days after the Administrator's mailing of the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice was re-mailed).

~~8.7.2~~

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~~8.7.3-9.7.3~~ Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

~~9.8~~ Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

~~8.8.1~~ 9.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement ~~Agreement~~, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

~~8.8.1~~ 9.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~51~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

~~8.8.2~~ 8.8.3-9.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to ~~Workweeks and/or~~ Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~Workweek and/or~~ 8.8.4-9.8.4 Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of ~~Workweeks and/or~~ Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

~~8.8.5-9.8.5~~ Administrator's Declaration. Not later than ~~14~~ days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and

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compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

~~8.9.9.8.6~~ Final Report by Settlement Administrator. Within ~~10~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements ~~by employee identification number only~~ of all payments made under this Agreement. At least ~~15~~ days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

~~9. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]~~ Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are ~~Class Members and~~ Total Workweeks during the Class period and (2) there were ~~Aggrieved Employees who worked~~ Pay Periods during the PAGA Period.^{vi}

~~XYZ'S~~

~~10 CLASS SIZE MODIFICATION.~~ It was represented to Class Counsel that the Class is estimated to be 2,053 Class Members and 25,492 Pay Periods during the Class Period. Upon receipt of the Class Data, the Administrator shall confirm to Class Counsel that the Class Data is consistent with these representations. To the extent the number of Pay Periods increases beyond 25,492, the Gross Settlement Amount will increase proportionally. For example, if the number of Pay Periods increases by 6%, Defendant shall increase the Gross Settlement Amount by 6%. If the increase causes an increase of the cost of Administration beyond the amount that has been preliminarily approved by the Court, Defendant shall separately bear the increased cost of Administration outside of the Gross Settlement Amount.

~~10.11 GLOBAL MAIL'S RIGHT TO WITHDRAW.~~ If the number of valid Requests for Exclusion identified in the Exclusion List exceeds % ~~5~~ of the total of all Class Members, ~~XYZGlobal Mail~~ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZGlobal Mail~~ withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZGlobal Mail~~ will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZGlobal Mail~~ must notify Class Counsel and the Court of its election to withdraw not later than ~~seven~~ days after the Administrator sends the ~~final~~ Exclusion List to Defense Counsel; late elections will have no effect.

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12. MOTION FOR FINAL APPROVAL. Not later than ~~16~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~seven~~three days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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12.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than ~~that~~ than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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12.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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12.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. Should any party seek to enforce the terms of this Agreement, the prevailing party to any such enforcement proceedings shall also be entitled to seek all reasonable attorneys’ fees and costs incurred in connection with any such enforcement proceedings.

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12.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

~~14.2~~ Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZGlobal Mail~~ and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement ~~except to respond and further agree to respond to any conversation initiated by a third party by stating~~ only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

~~13.3~~ ~~14.3~~ No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

~~13.4~~ ~~14.4~~ Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~13.6~~ ~~14.5~~ Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZGlobal Mail~~, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~13.7~~ ~~14.6~~ Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~13.8~~ ~~14.7~~ No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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~~13.9.~~14.8 No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~Global Mail nor Defense Counsel are providing any 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.

14.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, ~~(such as Class Counsel)~~, and approved by the Court.

~~13.10.~~ 14.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~13.11.~~ 14.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

14.12 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.

~~13.13.~~ 14.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

14.14 Use and Return of Class Data. ~~Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all~~All copies and summaries of the Class Data provided to ~~Class~~ Counsel by ~~XYZ~~Global Mail in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. ~~Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from XYZ unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.~~ Within 5 years after Global Mail fully funds the Gross Settlement Amount and any employer-side payroll taxes, and the Judgment becomes Final, at the request of Counsel for Defendant, Class Counsel will return or destroy and confirm in writing to Global Mail the destruction or return of all such documents and data.

~~13.15.~~ 14.15 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.

~~13.16.~~ 14.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this

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Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~13.18.14.17~~ Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Larry W. Lee (State Bar No. 228175)
Simon L. Yang (State Bar No. 260286)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

To ~~XYZ~~ Global Mail:

Christopher J. Boman, SBN 198798
Shaun J. Voigt, SBN 265721
FISHER & PHILLIPS LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071
Telephone: (213) 330.4500
Facsimile: (213) 330-4501

~~13.19.14.18~~ Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or 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 if 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.

~~13.20.14.19~~ 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.

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Dated: _____, 2022

FISHER & PHILLIPS LLP

By: _____
CHRISTOPHER J. BOMAN
SHAUN VOIGT
Attorneys for Defendant

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COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(case name and number) Joseph Guevara v. Global Mail, Inc. et al.
Superior Court of California for the County of Los Angeles, Case No. 21STCV12053

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against (abbreviate name; "XYZ" is used herein as a placeholder) Global Mail, Inc. ("Global Mail") for alleged wage and hour violations. The Action was filed by a former XYZ Global Mail employee Joseph Guevara ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly employees ("Class Members") who worked for XYZ Global Mail during the Class Period (August 19, 2020, to December 31, 2021); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for XYZ Global Mail during the PAGA Period (August 19, 2020, to December 31, 2021) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring XYZ Global Mail to fund Individual Class Payments, and (2) a PAGA Settlement requiring XYZ Global Mail to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on XYZ Global Mail's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ (less withholding) and your Individual PAGA Payment is estimated to be \$**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to XYZ's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on XYZ Global Mail's records showing that **you worked** workweeks pay periods during the Class Period and **you worked** workweeks pay periods during the PAGA Period. If you believe that you worked more workweeks pay periods during either period, you can submit a challenge by the deadline date. See Section 4D of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires XYZ Global Mail to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against XYZ Global Mail.

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If you worked for ~~XYZ~~Global Mail during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ~~XYZ~~Global Mail.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ~~XYZ~~, and, if you are an Aggrieved Employee, Global Mail, but remain eligible for an Individual PAGA Payment if you are an Aggrieved Employee (and release Global Mail from PAGA Period penalty claims). You cannot opt-out of the PAGA portion of the proposed Settlement.

~~XYZ~~ Global Mail will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against XYZ that are covered by this Settlement (Released Claims) wage and hour claims and PAGA penalty claims against Global Mail based on the Class Period facts and PAGA Period facts respectively alleged in the Action.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6F of this Notice.
The Opt-out Deadline is [date]	You cannot opt-out of the PAGA portion of the proposed Settlement. XYZ must pay Individual PAGA Payments to all Aggrieved Employees remain eligible to receive an Individual PAGA Payment and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below) PAGA penalty claims against Global Mail based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7G of this Notice.
Written Objections Must be Submitted by [date]	
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks pay periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks/Pay Periods and number of PAGA Period Pay Periods you worked according to XYZ's Global Mail's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4D of this Notice.
Written Challenges Must be Submitted by [date]	

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1-A. WHAT IS THE ACTION ABOUT?

Plaintiff is a ~~an~~ former ~~XYZ Global Mail~~ employee. The Action accuses ~~XYZ Global Mail~~ of violating California labor laws by failing to pay ~~[e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses]~~ and failing to provide ~~[e.g., meal periods, rest breaks and accurate itemized wage statements]~~. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: ~~Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Dennis S. Hyun of Hyun Legal, APC ("Class Counsel")~~.

~~("Class Counsel.")~~

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~~XYZ~~

~~Global Mail~~ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2.B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ~~XYZGlobal Mail~~ or Plaintiff is correct on the merits. ~~In the meantime~~, Plaintiff and ~~XYZGlobal Mail~~ hired ~~an~~ experienced, neutral mediator ~~a retired judge~~

~~(describe alternative means of negotiation)~~ in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ~~XYZGlobal Mail~~ have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ~~XYZGlobal Mail~~ does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ~~XYZGlobal Mail~~ has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3.C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ~~1.~~ ~~XYZGlobal Mail~~ Will Pay \$~~550,000.00~~ as the Gross Settlement Amount (Gross Settlement). ~~XYZGlobal Mail~~ has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, ~~XYZGlobal Mail~~ will fund the Gross Settlement not more than ~~14~~ days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

~~2.~~
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

~~A.~~

A. Up to \$ 183,333.33 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ 30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$ 25,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$ 16,000.00 to the Administrator for services administering the Settlement.

D. Up to \$ 50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

3. Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period ~~Workweeks~~ Pay Periods.

4. Taxes Owed on Payments to Class Members. Plaintiff and XYZ Global Mail are asking the Court to approve an allocation of % 20% of each Individual Class Payment to taxable wages ("Wage Portion") and % 80% to ~~for e.g., interest, etc.~~ and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~Option 1:~~ (XYZ Global Mail will separately pay employer-side payroll taxes it owes on the Wage

4. Portion ~~if~~.) The Individual PAGA Payments are ~~counted as for~~ penalties rather than wages ~~for tax purposes~~. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and XYZ Global Mail have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies

_____ will be deposited with the California Controller's Unclaimed Property Fund in your name.

_____ will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

5. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the California Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ____ [date] _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ____ [date] _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZ Global Mail.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against XYZ Global Mail based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and XYZ Global Mail have agreed that, in either case, the Settlement will be void: XYZ Global Mail will not pay any money and Class Members will not release any claims against XYZ Global Mail.

8. Administrator. The Court has appointed a neutral company, ____ Phoenix Settlement Administrators _____ (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9I of this Notice.

9. Participating Class Members' Release. After the Judgment is final and XYZ Global Mail has fully funded the Gross Settlement [Option I: (and separately paid all employer-side payroll taxes)], Participating Class Members will be legally barred from asserting any of

the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ~~XYZGlobal Mail~~ or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Global Mail and the Released Parties (Global Mail's respective former and present directors, officers, directors, shareholders, owners, agents, employees, attorneys, insurers and its predecessors, successors, and assigns) from (i) all claims that were alleged, or reasonably could which have been reasonably alleged, based on the Class Period facts, stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and (ii) all claims involving any PAGA penalties alleged failure, or which could have been reasonably alleged, based on the PAGA Period facts contained in Plaintiff's March 25, 2021 notice to pay minimum wage; etc.]. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any LWD and the Operative Complaint during the PAGA Period. These releases expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period." and PAGA Period.~~

10. ~~Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZGlobal Mail has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against XYZGlobal Mail, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against XYZGlobal Mail or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.~~

~~The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:~~

~~All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Global Mail and the Released Parties, from all claims for: (Global Mail's respective former and present directors, officers, directors, shareholders, owners, agents, employees, attorneys, insurers and its predecessors, successors, and assigns) from all PAGA penalties that were alleged, or reasonably which could have been reasonably alleged, based on the PAGA Period facts stated contained in Plaintiff's~~

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March 25, 2021 notice to the LWDA and the Operative Complaint~~[-]~~ and during the
PAGA Notice ~~[and ascertained in the course of the Action]~~ Period. These releases
expressly exclude all other claims, including, e.g., (a) any and all claims involving any
alleged failure to pay minimum wage, etc., claims for vested benefits, wrongful
termination, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside of the PAGA Period.

4.D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. ~~1.~~ Individual Class Payments. The Administrator will calculate Individual Class
Payments by (a) dividing the Net Settlement Amount by the total number of
~~Workweeks~~ ~~Class Period~~ ~~Pay Periods~~ worked by all Participating Class Members, and (b)
multiplying the result by the number of ~~Workweeks~~ ~~Class Period~~ ~~Pay Periods~~ worked by
each individual Participating Class Member.

2. ~~2.~~ Individual PAGA Payments. The Administrator will calculate Individual PAGA
Payments by (a) dividing \$ ~~12,500.00~~ by the total number of PAGA Pay Periods
worked by all Aggrieved Employees and (b) multiplying the result by the number of
PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. ~~3.~~ ~~Workweek/~~

Pay Period Challenges. The number of Class ~~Workweeks~~ ~~Pay Periods~~ you worked during
the Class Period and the number of PAGA Pay Periods you worked during the PAGA
Period, as recorded in XYZ's Global Mail's records, are stated in the first page of this
Notice. You have until ~~_____~~ [date] to challenge the number of ~~Workweeks and/or~~ Pay
Periods credited to you. You can submit your challenge by signing and sending a letter to
the Administrator via mail, email or fax. Section 91 of this Notice has the
Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The
Administrator will accept XYZ's Global Mail's calculation of ~~Workweeks and/or~~ Pay
Periods based on XYZ's Global Mail's records as accurate unless you send copies of
records containing contrary information. You should send copies rather than originals
because the documents will not be returned to you. The Administrator will resolve
~~Workweek and/or~~ Pay Period challenges based on your submission and on input from
Class Counsel (who will advocate on behalf of Participating Class Members) and
XYZ's Global Mail's Counsel. The Administrator's decision is final. You can't appeal or
otherwise challenge its final decision.

5.E. HOW WILL I GET PAID?

1. ~~1.~~

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to
every Participating Class Member (i.e., every Class Member who doesn't opt-out)
including those who also qualify as Aggrieved Employees. The single check will
combine the Individual Class Payment and the Individual PAGA Payment.

2. ~~2.~~

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9I of this Notice has the Administrator's contact information.

6.F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Joseph Guevara v. Global Mail, Inc. et al., Superior Court of California for the County of Los Angeles, Case No. 21STCV12053, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9I of the Notice has the Administrator's contact information.

7. G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and XYZ Global Mail are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9I of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) [need details] or the Court's website (url) <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Joseph Guevara v. Global Mail, Inc. et al., Superior Court of California for the County of Los Angeles, Case No. 21STCV12053 and include your name, current address, telephone number, and approximate dates of employment for XYZ Global

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Mail and sign the objection. Section 9I of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8H of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8.H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ [date] at _____ [time] in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>) (<https://my.lacourt.org/lacc/welcome>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website—www.etc.—beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9.I. HOW CAN I GET MORE INFORMATION?

The Agreement ~~sets forth~~ spells out everything ~~XYZ~~ Global Mail and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's the Administrator's website at _____ (url) _____ [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV12053. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE DEPARTMENT 11 OF THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel: Name of Attorney: Email Address: Name of Firm: Mailing Address: Telephone:

Larry W. Lee (State Bar No. 228175)
Simon L. Yang (State Bar No. 260286)
DIVERSITY LAW GROUP, P.C.

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Settlement Administrator;
Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10.J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

☐ you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

11.K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

ⁱ This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex Litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱ Whether the "date of preliminary approval" yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' Kullar analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released,

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discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (Luckey v. Superior Court (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)

ⁱⁱⁱ See endnote ii above.

^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^v The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vi} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code Section 226(a) claim.)

^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.

^{viii} Releases in Notice should track the releases in the Settlement Agreement.