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

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 a class action lawsuit ("Action") against General Logistics Systems U.S., Inc. ("GLS") relating to employee safety and reimbursement for personal protective equipment in connection with the COVID-19 pandemic. The Action was filed by a former GLS employee, Andrew Gummow ("Plaintiff"). It sought (1) monetary and other relief against GLS for alleged failure to maintain a safe work environment during the COVID-19 pandemic; (2) reimbursement to employees for money they may have spent out-of-pocket for personal protective equipment needed for work; and (3) payment under the California Private Attorney General Act ("PAGA"). The Action sought damages, reimbursement, and civil penalties for employees who worked for GLS out of its California facilities beginning January 30, 2020. GLS denies the allegations asserted in the Action, but has reached a proposed settlement to resolve the claims against it (the "Settlement").

The proposed Settlement has two main parts: (1) a Class Settlement requiring GLS to fund Individual Class Payments to Participating Class Members, and (2) a PAGA Settlement requiring GLS to fund Individual PAGA Payments to both Participating and Non-Participating Class Members and issue payment to the California Labor and Workforce Development Agency ("LWDA").

Based on GLS's records, calculations by the Administrator, and the criteria set forth in Section 4 of this Notice, your Individual Class Payment is estimated to be <<\$EstAmount>> and your Individual PAGA Payment is estimated to be <<\$PAGAEstAmount>> for a total of <<\$TotalEstAmount>>. The actual amount you receive may be different based on various factors.

The above estimates are based on GLS's records showing that you worked <<TotalWorkweeks>> weeks, or <<TotalPAGAPayPeriods>> twice-per-month pay periods ("PAGA Pay Periods"), between January 30, 2020, and May 09, 2023 (the "Class Period"). If you believe that you had more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice below.

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. The Court will also decide whether to enter a judgment that requires GLS to make payments under the Settlement and requires Participating and Non-Participating Class Members to give up their rights to assert certain claims against GLS.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

	Receive compensation, but lose rights to sue separately.
DO NOTHING	If you do nothing, you will receive compensation for the claims asserted in this lawsuit. You also will give up any rights to sue GLS separately about the same claims that were or could have been asserted in this lawsuit.

	Get no compensation. Keep rights to sue separately.
ASK TO BE EXCLUDED (OPT-OUT)	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 also cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-Out Deadline is July 27, 2023	You cannot opt-out of the PAGA portion of the proposed Settlement. GLS must pay Individual PAGA Payments to all Non-Participating Class Members, and the Non-Participating Class Members must give up their rights to pursue the PAGA Released Claims (defined in Section 6 below).
	Tell the Court why you like or don't like the Settlement.
COMMENT OR OBJECT Written Objections Must be Submitted by July 27, 2023	You must remain a member of the lawsuit to comment or object to the Settlement. This means you cannot object to the Class Settlement if you also are asking to be excluded from it.
You can dispute GLS's records regarding your number of workweeks if you believe they are inaccurate.	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the Class Period, respectively. The number Workweeks and number of PAGA Pay Periods you worked during the Class Period according to GLS's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by July 27, 2023. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former GLS employee. The Action alleged GLS violated California workplace safety and wage laws by failing to take appropriate precautions to protect employees against infection during the COVID-19 pandemic and failing to reimburse employees for the purchase of personal protective equipment used at work during pandemic. Plaintiff asserted class action claims and 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: Joshua Konecky, Nathan Piller, and Sarah McCracken of Schneider Wallace Cottrell Konecky LLP ("Class Counsel.")

GLS denies violating any laws, denies that it failed to reimburse employees for personal protective equipment, denies that it failed to maintain a safe workplace during the COVID-19 pandemic, and maintains that it complied with all applicable laws.

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

The Court has made no determination whether GLS or Plaintiff is correct on the merits. In the meantime, Plaintiff and GLS hired a retired judge to mediate the Action by having negotiations to reach a fair compromise, 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 GLS 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, GLS does not admit any violations or concede the merit of any claim.

Plaintiff and Class Counsel believe the Settlement is a good result for you because they believe that: (1) GLS 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.

The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

a. GLS Will Pay \$380,000.00 as the Gross Settlement Amount ("Gross Settlement").

GLS 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 payment to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, GLS will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court becomes 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.

b. 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:

- (i) Up to one-third of the Gross Settlement (\$126,666.67) to Class Counsel for attorneys' fees and up to \$25,000 for their out-of-pocket litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- (ii) Up to \$5,000 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 Individual PAGA Payment.
- (iii) Up to \$19,750 (unless a greater amount is approved by the Court upon a showing of good cause) to the Administrator for services administering the Settlement, including preparing and sending this notice, processing settlement checks, providing information to taxing authorities, maintaining a settlement website and toll-free line for questions, and otherwise administering the settlement.
- (iv) Up to \$38,000 under the Private Attorneys General Act (PAGA). Under PAGA, 75% of the PAGA allocation is sent to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities. The remaining 25% of the PAGA allocation is paid to the Participating and Non-Participating Class Members as Individual PAGA Payments based on how many Pay Periods they had in the Class Period.

c. 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 Workweeks.

d. Tax Allocation:

The amount of your payment shall be treated as follows: eighty percent (80%) of the Individual Class Payments shall be allocated for disputed business expenses; and twenty percent (20%) of the Individual Class Payments shall be allocated to interest; further, one hundred percent (100%) of the Individual PAGA Payments shall be allocated to penalties. Participating Class Members shall receive a 1099 form(s) for their Individual Class Payments if and to the extent required by law. In addition, the Administrator will report the Individual PAGA Payments on IRS 1099 Forms and both Participating and Non-Participating Employees shall receive 1099 Forms for their Individual PAGA Payments to the extent required by law.

You will be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax withholdings, if any, on your payment.

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

f. 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 that you wish to opt-out or request exclusion from the Settlement. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion postmarked not later than July 27, 2023. The Request for Exclusion is 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 GLS.

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 GLS based on the facts alleged in the Action.

g. 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.

Plaintiff and GLS have agreed that, in either case, the Parties and their counsel will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

h. Administrator.

The Court has appointed a neutral company, CPT Group, Inc. (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, 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 9 of this Notice.

i. Participating Class Members' Release.

After the Judgment is final and GLS has fully funded the Gross Settlement, 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 GLS

or related entities for damages, reimbursement, or penalties based on the facts alleged in the Action and resolved by this Settlement.

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

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, voluntarily waive, release and discharge any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against any of the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to any and all acts, events and omissions occurring prior to the date of Preliminary Approval, so long as they either were alleged in the Complaint, First Amended Complaint, or PAGA Notices or could have been alleged in the Complaint, the First Amended Complaint, or PAGA notices based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices against Defendant or any of the Released Parties, , including, but not limited to: (a) any and all claims involving any alleged failure to reimburse employees for personal protective equipment or other items alleged to be reasonably necessary business expenditures relating to the COVID-19 pandemic; and/or (b) any and all claims involving an alleged failure to maintain safe working conditions during the COVID-19 pandemic. Except as set forth in this Section 6 and Section 6.3 of this Agreement, Participating Class Members do not release any claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on any facts occurring outside of the Class Period.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, voluntarily waive, release and discharge any and all claims, obligations, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, et seq., whether known or unknown, arising from or relating to any and all acts, events and omissions occurring prior to the date of Preliminary Approval, that were alleged in the Complaint, First Amended Complaint, or PAGA Notices or could have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices, including, without limitation, (a) any and all claims involving any alleged failure to reimburse employees for personal protective equipment or other items alleged to be reasonably necessary business expenditures related to the COVID-19 pandemic; and/or (b) any and all claims involving an alleged failure to maintain safe working conditions during the COVID-19 pandemic, against Defendant or any of the Released Parties.

<u>Participating Class Members' Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of the Release by Participating Class Members, the Participating Class Members expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, only with respect to claims alleged in the Complaint, First Amended Complaint, or PAGA Notices or could have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices against Defendant or any of the Released Parties. California Civil Code Section 1542 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.

Class Members who opt out of the Class Settlement (Non-Participating Class Members) are not bound by the Class Release but are still bound by the PAGA Release as follows:

PAGA Released Claims: All Non-Participating Class Members who are Aggrieved Employees are deemed to voluntarily release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, voluntarily waive, release and discharge any and all claims, obligations, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, et seq., whether known or unknown, arising from or relating to any and all acts, events and omissions occurring prior to the date of Preliminary Approval, that were alleged in the Complaint, First Amended Complaint, or PAGA Notices or could have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices, including, without limitation, (a) any and all claims involving any alleged failure to reimburse employees for personal protective equipment or other items alleged to be reasonably necessary business expenditures related to the COVID-19 pandemic; and/or (b) any and all claims involving an alleged failure to maintain safe working conditions during the COVID-19 pandemic, against Defendant or any of the Released Parties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments.

An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Adjusted Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Adjusted Workweeks. Under the terms of the Settlement, a Workweek occurring between January 30, 2020, and July 31, 2020, is counted as two (2) "Adjusted Workweeks," and any other Workweek occurring during the Class Period is counted as one (1) "Adjusted Workweek."

b. Individual PAGA Payments.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Participating and Non-Participating Class Members' 25% share of the \$38,000 in PAGA Penalties (\$9,500) by the total number of Adjusted PAGA Pay Periods worked by all Participating and Non-Participating Class Members during the Class Period and (b) multiplying the result by each Class Member's Adjusted PAGA Pay Periods. Under the terms of the Settlement, a Pay Period occurring between January 30, 2020, and July 31, 2020, is counted as two (2) "Adjusted PAGA Pay Periods," and any other Pay Period occurring during the Class Period is counted as one (1) "Adjusted PAGA Pay Period."

c. Workweek/Pay Period Challenges.

The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the Class Period, as recorded in GLS's records, are stated in the first page of this Notice. You have until July 27, 2023, 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 9 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 GLS's calculation of Workweeks and/or Pay Periods based on GLS'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 GLS's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. <u>Participating Class Members.</u> 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 or request exclusion). The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. <u>Non-Participating Class Members</u>. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Class Member 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 9 of this Notice has the Administrator's contact information.

6. 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. If the request is postmarked on or before July 27, 2023, the Administrator will exclude you from receiving the Individual Class Payment (you will still receive your Individual PAGA Payment). Be sure to personally sign your request, identify the Action as *Andrew Gummow v. General Logistics Systems U.S., Inc.*, Contra Costa County Superior Court Case No. MSC20-02038, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number for verification purposes). The request must be signed and made by your or your legal representative. If someone else makes the request, it will not be valid. The Administrator must be sent your request to be excluded with a postmark date of no later than July 27, 2023, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. 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 GLS are asking the Court to approve. At least 16 business days before the August 17, 2023, 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 9 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 www.cptgroupcaseinfo.com/generallogisticssystemssettlement or the Court's website by going to https://odyportal.cc-courts.org/Portal/Home/Dashboard/29 and searching for Case Number MSC20-02038.

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 is entitled to object. The deadline for sending written objections to the Administrator is July 27, 2023.

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 (*Andrew Gummow v. General Logistics Systems U.S., Inc.*, Contra Costa County Superior Court Case No. MSC20-02038) and include your name, current address telephone number, and approximate dates of employment for GLS and sign the objection. Section 9 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 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on August 17, 2023, at 9:00 a.m., in Department 12 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, CA 94553. 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 (and/or hire a lawyer to attend). Check the Court's website, https://www.cc-courts.org/civil/complex-litigation.aspx, for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything GLS 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 CPT Group's website at www.cptgroupcaseinfo.com/generallogisticssystemssettlement.

You can also mail, telephone or email Class Counsel or the Administrator using the contact information listed below.

Settlement Administrator:

Andrew Gummow v. General Logistics Systems U.S., Inc c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606 Phone: 1-888-520-1344

Fax: 949-419-3446

Email: generallogisticssystemssettlement@cptgroup.com

Class Counsel:

Joshua Konecky, Nathan Piller, and Sarah McCracken Schneider Wallace Cottrell Konecky LLP 2000 Powell Street, Suite 1400, Emeryville, CA 94608 Telephone: 415-421-7100 smccracken@schneiderwallace.com npiller@schneiderwallace.com jkonecky@schneiderwallace.com

You may also consult the Superior Court website by going to (https://odyportal.cc-courts.org/Portal/Home/Dashboard/29) and entering the Case Number for the Action, Case No. MSC20-02038. You can also inquire about personally reviewing court documents in the Court Records office located at 111 Ward Street, Martinez, CA 94553 by calling (925) 608-1000.

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

10. 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 will have no way to recover the money.

11. 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. The contact information for the Administrator is in Section 9 above.