

## **EXHIBIT D**

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15  
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

18 DE TRINH and NOE QUIJADA on behalf of  
themselves and all others similarly situated,

19  
20 Plaintiff,

21 v.

22 GOLDEN STATE OVERNIGHT DELIVERY  
23 SERVICE, INC., a corporation; and DOES 1  
through 50, inclusive,

24 Defendants.  
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**Lead Case No. 30-2017-00961719-CU-WT-CXC**  
[Case No.: 30-2019-01081231-CU-WT-CXC]

[Assigned For All Purposes To The Honorable  
William D. Claster, Department CX104]

**AMENDED CLASS ACTION  
SETTLEMENT AGREEMENT**

Consolidated  
Complaint Filed: November 18, 2019  
Trial Date: None

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8 GOLDEN STATE OVERNIGHT DELIVERY  
SERVICE, INC. (n/k/a GENERAL LOGISTICS  
SYSTEMS US, INC.) and GENERAL LOGISTICS  
9 SYSTEMS US, INC.  
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1 This Amended Class Action Settlement Agreement (“**Agreement**”) is made by and  
2 between Plaintiffs De Trinh (“Plaintiff Trinh”) and Noe Quijada (“Plaintiff Quijada”)  
3 (collectively, “**Plaintiffs**”) and Defendants Golden State Overnight Delivery Service, Inc. (n/k/a  
4 General Logistics Systems US, Inc.) and General Logistics Systems US, Inc. (collectively,  
5 “**Defendants**” or “**GLS**”) (collectively, “**the Parties**”) with regard to lawsuit titled *Trinh v.*  
6 *Golden State Overnight Delivery Service, Inc.*, Case No. 30-2017-00961719-CU-WT-CXC  
7 (consolidated with Case No.: 30-2019-01081231-CU-WT-CXC in the Superior Court of the State  
8 of California, County of Orange) pending in the Superior Court of the State of California, County  
9 of Orange (the “**Civil Action**”).

10 **THE SETTLEMENT**

11 1. Subject to the Court’s approval pursuant to Section 382 of the California Code of  
12 Civil Procedure and Rule 3.769 of the California Rules of Court, Plaintiffs and Defendants have  
13 agreed to settle the Civil Action upon the terms and conditions and for the consideration set forth  
14 in this Agreement.

15 2. A summary of the terms of the Agreement is as follows:

- 16 • GLS shall pay a settlement amount of Two Million Two Hundred Thousand  
17 Dollars and No Cents (\$2,200,000.00), referred to herein as the Gross  
18 Settlement Amount, which shall be inclusive of all payments to be made  
19 pursuant to this Agreement, including Individual Settlement Payments to  
20 Settlement Class Members, PAGA Payment Share to PAGA Employees,  
21 attorneys’ fees and expenses to be paid to Class Counsel pursuant to this  
22 Agreement, the employee portion of all required payroll withholdings/taxes,  
23 any Class Representative Enhancement Awards, Settlement Administration  
24 Costs, PAGA Payments, and any and all penalty amounts to be paid  
25 regardless of the recipient, but provided that such Gross Settlement Amount  
26 shall only exclude Employer’s Share of Payroll Taxes. In no event shall  
27 GLS be required to pay more than the Gross Settlement Amount under this  
28 Agreement, except for Employer’s Share of Payroll Taxes, which shall be

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submitted to the Settlement Administrator in addition to the Gross Settlement Amount. In no event shall any portion of the Gross Settlement Amount revert to Defendants.

- The Class consists of all non-exempt courier drivers who are or were paid on a piece rate or other non-hourly system at any of Defendants’ locations in California during the Class Period. All Settlement Class Members shall receive an Individual Settlement Payment in accordance with paragraphs 18 and 77 of the Agreement.
- From the Gross Settlement Amount, Settlement Administration Costs shall be paid. Settlement Administration Costs are estimated to be approximately Thirty Thousand Dollars and No Cents (\$30,000.00). If the actual Settlement Administration Costs are less or more than the amount approved by the Court, those funds shall be added to or subtracted from the Net Settlement Amount.
- From the Gross Settlement Amount, the Class Representatives may seek from the Court an Enhancement Award not to exceed up to Fifteen Thousand Dollars and No Cents (\$15,000.00) to Plaintiff Trinh and up to Ten Thousand Dollars and No Cents (\$10,000.00) to Plaintiff Quijada, which Defendants shall not oppose.
- From the Gross Settlement Amount, PAGA Payment in the amount of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) shall be allocated to PAGA Payment, 75% of which (*i.e.*, Fifty-Six Thousand Two Hundred and Fifty Dollars and No Cents (\$56,250.00)) shall be paid by the Settlement Administrator directly to LWDA. The remaining Eighteen Thousand Seven Hundred and Fifty Dollars and No Cents (\$18,750.00) shall be distributed to the PAGA Employees. If it should later be determined by the Court that an additional amount is needed to effectuate a full and complete release of all PAGA claims, the amount shall be deducted

1 from the Gross Settlement Amount.

- 2 • Class Counsel may seek attorneys' fees of up to Eight Hundred and Eighty  
3 Thousand Dollars and No Cents (\$880,000.00), which is forty percent  
4 (40%) of the Gross Settlement Amount. In addition, counsel for Plaintiff  
5 Trinh will seek costs of up to Thirty Five Thousand Dollars and No Cents  
6 (\$35,000.00), and counsel for Plaintiff Quijada will seek costs of up to Five  
7 Thousand Dollars and No Cents (\$5,000), subject to offer of proof and court  
8 approval, which Defendants shall not oppose. All attorney's fees and costs  
9 shall be subtracted from the Gross Settlement Amount.

### 10 DEFINITIONS

11 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the  
12 meanings set forth below:

13 3. "**Civil Action**" means the consolidated lawsuit filed by Plaintiffs De Trinh and Noe  
14 Quijada in the Superior Court of the State of California for the County of Orange titled, *Trinh v.*  
15 *Golden State Overnight Delivery Service, Inc.*, Case No. 30-2017-00961719-CU-WT-CXC  
16 (consolidated with Case No. Case No.: 30-2019-01081231-CU-WT-CXC).

17 4. "**Class**", "**Classes**", "**Class Member**" or "**Class Members**" means Plaintiffs and  
18 all non-exempt courier drivers who are or were paid on a piece rate or other non-hourly system at  
19 any of Defendants' locations in California at any time during the Class Period.

20 5. "**Class Counsel**" means Linda Luna Lara, Edward Lara, and Hiromi Parks of Lara  
21 & Luna, A.P.C. and Michael H. Kim of Michael H. Kim, P.C.

22 6. "**Class Period**" means December 17, 2016 through January 14, 2022. The Class  
23 Period for all Class Members who: (1) opted out of; or (2) were not class members in the  
24 settlement of *Kostyuk v. Golden State Overnight Delivery Service, Inc.*<sup>1</sup> shall be July 27, 2014  
25 through January 14, 2022.

26 \_\_\_\_\_  
27 <sup>1</sup> The Court-approved settlement in *Kostyuk v. Golden State Overnight Delivery Service, Inc.*,  
28 Alameda County Superior Court Case No. RG14727191, bars all claims prior to December 17,  
2016.

- 1           7.       **“Class Representatives”** or **“Plaintiffs”** means plaintiffs De Trinh and Noe  
2 Quijada.
- 3           8.       **“Complaint”** means all complaints, amended complaints, and consolidated  
4 complaints filed in *Trinh v. Golden State Overnight Delivery Service, Inc.*, Orange County  
5 Superior Court Case No. 30-2017-00961719-CU-WT-CXC (consolidated with Orange County  
6 Superior Court Case No. 30-2019-01081231-CU-WT-CXC).
- 7           9.       **“Court”** means the Superior Court of California for the County of Orange.
- 8           10.      **“Defendants”** means Defendants Golden State Overnight Delivery Service, Inc.  
9 (n/k/a General Logistics Systems US, Inc.) and General Logistics Systems US, Inc.
- 10          11.      **“Defense Counsel”** means Mara D. Curtis and Brittany M. Hernandez of Reed  
11 Smith LLP on behalf of Defendants Golden State Overnight Delivery Service, Inc. (n/k/a General  
12 Logistics Systems US, Inc.) and General Logistics Systems US, Inc.
- 13          12.      **“Effective Date”** means the first date upon which all of the following events have  
14 occurred:
- 15               (i)      this Agreement has been executed by all Parties and by Class Counsel and  
16                        Defense Counsel;
- 17               (ii)     the Court has preliminarily approved the Settlement;
- 18               (iii)    notice has been properly given to Class Members;
- 19               (iv)     the Court has held a Final Fairness and Approval Hearing and entered the  
20                        Final Order and Judgment approving the Settlement; and
- 21               (v)     in the event no appeal is filed, then sixty (60) days after the entry of the  
22                        Final Order and Judgment, or, if an appeal is filed, upon the final dismissal  
23                        of the appeal, writ or other appellate proceeding opposing this Agreement.  
24                        In this regard, it is the intention of the Parties that the Settlement shall not  
25                        become effective until the Court’s order approving the Settlement has  
26                        become completely final, and there is no timely recourse by an appellant or  
27                        objector who seeks to contest the Settlement.
- 28          13.      **“Employer’s Share of Payroll Taxes”** means GLS’ portion of payroll taxes,

1 including, but not limited FICA and FUTA, on the portion of the Individual Settlement Payments  
2 that constitutes wages. GLS's share of payroll taxes shall not be included in the Gross Settlement  
3 Amount and shall be paid separately by GLS. This amount shall be paid by GLS with the Gross  
4 Settlement Amount to the Settlement Administrator. The Settlement Administrator shall handle  
5 the calculation of the taxes owed, payment of such amounts to the appropriate agencies and  
6 reporting.

7 14. **“Enhancement Award”** means any payment to the Class Representatives for their  
8 service to the Class and their individual releases as set forth in paragraph 89, which is in addition  
9 to whatever payments they may otherwise be entitled to as Settlement Class Members.

10 15. **“Final Fairness and Approval Hearing”** means the hearing to be requested by  
11 Plaintiffs and conducted by the Court after the filing by Plaintiffs of an appropriate motion and  
12 following appropriate notice to Class Members giving Class Members an opportunity to opt out  
13 from the Class and release of Released Class Claims or to object to the Settlement, at which time  
14 Plaintiffs shall request that the Court finally approve the fairness, reasonableness and adequacy of  
15 the terms and conditions of the Settlement, enter the Final Order and Judgment, and take other  
16 appropriate action.

17 16. **“Final Order and Judgment”** means the order and judgment to be entered by the  
18 Court upon granting final approval of the Settlement and this Agreement as binding upon the  
19 Parties and the Settlement Class Members who do not properly and timely submit an Opt Out  
20 Form, substantially in the form drafted and approved by counsel for all Parties, or as subsequently  
21 modified by the Court or between the Parties with the approval of counsel for all Parties.

22 17. **“Gross Settlement Amount”** means the maximum amount (not including the  
23 Employer's Share of Payroll Taxes) that GLS shall be required to pay under this Agreement,  
24 which shall be inclusive of, without limitation, all Individual Settlement Payments to Settlement  
25 Class Members, PAGA Payment Share to PAGA Employees, attorneys' fees and costs, Settlement  
26 Administration Costs, Enhancement Awards to the Class Representatives, and payment to the  
27 LWDA pursuant to PAGA, and employees' share of payroll taxes on any portion of the Individual  
28 Settlement Payments to the Settlement Class Members that constitutes wages. The Gross



1 Settlement Amount is Two Million Two Hundred Thousand Dollars and No Cents  
2 (\$2,200,000.00).

3 18. “**Individual Settlement Payment**” means the gross amount that shall be paid to  
4 each Settlement Class Member for his/her Qualifying Class Workweeks. The Individual  
5 Settlement Payment shall be determined as described in paragraph 77 below. If a Class Member is  
6 also a PAGA Employee, the individual shall also receive a PAGA Payment Share.

7 19. “**Net Settlement Amount**” means the amount of money remaining from the Gross  
8 Settlement Amount for payment of Individual Settlement Payment made to Settlement Class  
9 Members after deduction from the Gross Settlement Amount of all amounts payable under this  
10 Agreement, including, without limitation, all Class Counsel’s attorneys’ fees, costs and expenses,  
11 any Enhancement Award to the Class Representatives, Settlement Administration Costs, and  
12 PAGA Payments, but except Employer’s Share of Payroll Taxes.

13 20. “**Notice of Class Action and PAGA Settlement**” or “**Notice**” means the form  
14 attached hereto as **Exhibit 1** or whichever form is approved by the Court that shall be mailed to  
15 the Class Members to inform them of the terms of this Agreement and their rights and options  
16 related thereto. Upon approval by the Court, the Notice of Class Action and PAGA Settlement  
17 shall be translated into Spanish by the Settlement Administrator, and both the English and Spanish  
18 versions shall be mailed to the Class Members.

19 21. “**Objection**” means a Class Member’s written objection to the Settlement. Any  
20 Objection shall be in the form described in paragraphs 69-70 below.

21 22. “**Opt Out Form**” means the form attached hereto as **Exhibit 3** or whichever form  
22 is approved by the Court that shall be mailed to Class Members for them to submit a timely, valid,  
23 signed request to be excluded from the Class and the release of Released Class Claims. Any Opt  
24 Out Form shall be submitted pursuant to paragraphs 64-65. Upon approval by the Court, the Opt  
25 Out Form shall be translated into Spanish, and both the English and Spanish versions shall be  
26 attached to the Notice as Attachment B and mailed to the Class Members.

27 23. “**PAGA Employees**” means all non-exempt courier drivers who are or were paid  
28 on a piece rate or other non-hourly system at any of Defendants’ locations in California at any

1 time during the PAGA Period.

2 24. “**PAGA Letters**” means the notices of alleged Labor Code violations that De Trinh  
3 caused to be sent to the LWDA pursuant to Labor Code Section 2699.3(l), on or about October 11,  
4 2017 and on or about January 19, 2019.

5 25. “**PAGA Payment**” means the amount that the Parties have agreed to pay to the  
6 California Labor and Workforce Development Agency (“LWDA”) and the PAGA Employees in  
7 connection with the California Labor Code Private Attorneys General Act of 2004, California  
8 Labor Code Sections 2698, *et seq.* (“PAGA”). The Parties have agreed that Seventy-Five  
9 Thousand Dollars and No Cents (\$75,000.00) of the Gross Settlement Amount will be allocated to  
10 the resolution of all claims arising under PAGA. Pursuant to Labor Code Section 2699(i), the  
11 PAGA Payment will be distributed as follows: 25%, or \$18,750, to the PAGA Employees and  
12 75%, or \$56,250, to the LWDA. If it should later be determined by the Court that an additional  
13 amount is needed to effectuate a full and complete release of all PAGA claims, the amount shall  
14 be deducted from the Gross Settlement Amount and such additional amount together with the  
15 original amount set forth in this Agreement as the “PAGA Payment” shall be, after Court’s  
16 determination, be referred to as “PAGA Payment” and such new PAGA Payment shall be  
17 allocated between the PAGA Employees and the LWDA pursuant to the same percentages as set  
18 forth in this paragraph.

19 26. “**PAGA Payment Share**” means the gross amount that shall be paid to each PAGA  
20 Employee for his/her total PAGA Workweeks. The PAGA Payment Share for PAGA Employees  
21 shall be calculated as described in paragraph 78 below.

22 27. “**PAGA Period**” means the period between December 17, 2016 through January  
23 14, 2022. The PAGA Period for all PAGA Employees who: (1) opted out of; or (2) were not class  
24 members in the settlement of *Kostyuk v. Golden State Overnight Delivery Service, Inc.* shall be  
25 October 11, 2016 through January 14, 2022.

26 28. “**PAGA Workweek Payment Rate**” means the gross amount that shall be paid for  
27 each PAGA Workweek for PAGA Employees as described below in paragraph 78.

28 29. “**PAGA Workweeks**” means the total number of workweeks that were actually

1 worked by each PAGA Employee as a non-exempt courier driver when the individual was paid on  
2 a piece rate or other non-hourly system by Defendants during the PAGA Period based on  
3 Defendants' records.

4 30. **"Party"** or **"Parties"** means Plaintiffs and Defendants.

5 31. **"Preliminary Approval Order"** means the order to be issued by the Court  
6 approving and authorizing the mailing of the Notice of Class Action and PAGA Settlement by the  
7 Settlement Administrator, setting the date of the Final Fairness and Approval Hearing and  
8 granting preliminary approval of the Settlement set forth in this Agreement, among other things,  
9 substantially in the form drafted and approved by counsel for all Parties, or as subsequently  
10 modified by the Court or between the Parties with the approval of counsel for all Parties.

11 32. **"Proof of Work"** means document(s) that a Class Member and/or PAGA  
12 Employee may submit to the Settlement Administrator with the optional Workweek Dispute Form  
13 (as defined in paragraph 43 below) in order to show that he or she is entitled to payment based  
14 upon a different number of Qualifying Workweeks and/or PAGA Workweeks than the number  
15 calculated by the Settlement Administrator based upon Defendants' data. Adequacy of the Proof  
16 of Work submitted will be evaluated by Class Counsel, Defense Counsel, and Settlement  
17 Administrator. In the event of a disagreement, the Settlement Administrator will make the final  
18 decision.

19 33. **"Qualifying Workweeks"** means the total number of workweeks that were  
20 actually worked by each Class Member as a non-exempt courier driver when the individual was  
21 paid on a piece rate or other non-hourly system by Defendants during the Class Period based on  
22 Defendants' records.

23 34. **"Released Class Claims"** are defined in paragraph 96 below.

24 35. **"Released PAGA Claims"** with respect to the PAGA Employees are defined in  
25 paragraph 97 below.

26 36. **"Released Parties"** means Defendants Golden State Overnight Delivery Service,  
27 Inc. (n/k/a General Logistics Systems US, Inc.) and General Logistics Systems US, Inc., and each  
28 of their respective present and former parents, affiliates, divisions and subsidiaries, acquired

1 companies, and each of their respective present and former directors, officers, shareholders,  
2 agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns,  
3 affiliated companies and entities and any individual or entity that could be jointly liable with any  
4 of the foregoing.

5         37.       **“Response Deadline”** means the sixty (60) day period following the date the  
6 Settlement Administrator mails the Notice of Class Action and PAGA Settlement to Class  
7 Members and PAGA Employees within which any Class Member and/or PAGA Employee may:  
8 (a) submit an Opt Out Form to be excluded from the Class and the release of Released Class  
9 Claims; and/or (b) submit an Objection. For the purposes of this definition, the term “submit”  
10 refers to the date by which the Opt Out Form is postmarked, faxed, or emailed and is thereafter  
11 received by the Settlement Administrator. All Opt Out Forms and Objections must be submitted  
12 before the end of the Response Deadline or within the extended deadline as set forth in paragraph  
13 61, as applicable.

14         38.       **“Settlement”** means the final and complete disposition of the Civil Action as  
15 provided for in this Agreement and all Exhibits hereto.

16         39.       **“Settlement Administrator”** means CPT Group.

17         40.       **“Settlement Administration Costs”** means the reasonable costs and fees of  
18 administration of this Settlement to be paid to the Settlement Administrator from the Gross  
19 Settlement Amount, including, but not limited to: (i) translating, printing and mailing and re-  
20 mailing (if necessary) of Notices of Class Action and PAGA Settlement to Class Members and  
21 PAGA Employees and receiving Opt Outs and Objections from Class Members and Objections  
22 from PAGA Employees; (ii) preparing and submitting to Settlement Class Members, PAGA  
23 Employees, and government entities all appropriate tax filings and forms; (iii) computing the  
24 amount of and distributing Individual Settlement Payments, PAGA Payment Shares, Class  
25 Representative Enhancement Awards, and Class Counsel Attorneys’ Fees, Costs and Expenses;  
26 (iv) processing and validating Qualifying Workweek and/or PAGA Workweek disputes/Proof of  
27 Work, Opt Outs and Objections; (v) establishing a Qualified Settlement Fund, as defined by the  
28 Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies

1 all employer and employee payroll tax obligations arising from the Settlement and preparing and  
2 submitting filings required by law in connection with the payments required by the Settlement;  
3 (vii) performing a National Change of Address (NCOA) search and a skip trace in order to obtain  
4 the best possible address for Class Members and PAGA Employees; (viii) establishing and  
5 maintaining a dedicated website that Class Members and PAGA Employees can access to obtain  
6 information about the Settlement, court filings, and contact information.

7 41. “**Settlement Class Members**” means Plaintiffs and all other Class Members who  
8 do not submit a timely and valid Opt Out under the process described in paragraphs 64-65 below.

9 42. “**Workweek Payment Rate**” means the gross amount that shall be paid for each  
10 Qualifying Workweek for the Class Members as described in paragraphs 77 below.

11 43. “**Workweek Dispute Form**” means the form attached hereto as **Exhibit 2** or  
12 whichever form is approved by the Court that shall be mailed to Class Members for them to  
13 dispute the number of Qualifying Workweeks and/or PAGA Workweeks if they believe that the  
14 workweeks calculated by the Settlement Administrator based on Defendants’ records are  
15 inaccurate. Upon approval by the Court, the Workweek Dispute Form shall be translated into  
16 Spanish and both the English and Spanish versions shall be attached to the Notice as Attachment  
17 A and mailed to the Class Members.

18 A. “**Workweek Dispute Deadline**” means the thirty (30) day period following the  
19 date the Settlement Administrator mails the Notice of Class Action and PAGA  
20 Settlement to Class Members and/or PAGA Employees within which any Class  
21 Member and/or PAGA Employee may submit a dispute regarding his/her  
22 Qualifying Workweeks and/or PAGA Workweeks and any Proof of Work.

23 B. All Workweek Dispute Forms must be submitted by no later than the Workweek  
24 Dispute Deadline.

### 25 **BACKGROUND**

26 44. On December 15, 2017, Plaintiff De Trinh (“Plaintiff Trinh”) filed a complaint in  
27 the Orange County Superior Court against Golden State Overnight Delivery Service, Inc. case  
28 number 30-2017-00961719-CU-WT-CXC. Through the Complaint, Plaintiff Trinh, sought

1 damages, injunctive relief, penalties, pre- and post-judgment interest, costs, attorneys’ fees, and  
2 any other relief deemed appropriate by the Court on the basis of the allegations, inter alia, against  
3 Defendant Golden State Overnight Delivery Service, Inc.: (1) Violation of California Labor Code  
4 § 1102.5; (2) Constructive Discharge in Violation of Public Policy; (3) Failure to Provide Proper  
5 Meal and Rest Periods; (4) Failure to Pay Overtime; (5) Failure to Pay Wages when due, waiting  
6 time penalties; (6) Failure to Pay Minimum Wage; (7) Unfair Business Practices in Violation of  
7 Bus. & Prof. Code §17200, *et seq.*; (8) Private Attorney General Act (“PAGA”) Claim Pursuant to  
8 Labor Code § 2699, *et seq.*; (9) Failure to Provide Properly Itemized Wage Statements; and (10)  
9 Injunctive Relief.

10         45.       On or about April 8, 2019, the Parties stipulated that Plaintiff Trinh should have  
11 leave to file a First Amended Complaint in order to add a seventh cause of action for “Failure to  
12 Pay Separately and Hourly at the Applicable Rate for Rest Periods in Violation of Labor Code §  
13 226.2 and Wage Order No. 9,” and to include a violation of Labor Code § 226.2 to the former  
14 Ninth Cause of Action for Failure to Provide Properly Itemized Wage Statements in violation of  
15 Labor Code § 226.

16         46.       On July 27, 2018, Plaintiff Noe Quijada (“Plaintiff Quijada”) filed a putative class  
17 action complaint in the Santa Clara County Superior Court against Golden State Overnight  
18 Delivery Service, Inc. case number 18CV332129. Through the Complaint, Plaintiff Quijada  
19 sought damages, restitution, penalties, pre- and post-judgment interest, costs, attorneys’ fees, and  
20 any other relief deemed appropriate by the Court on the basis of the allegations, inter alia, against  
21 Defendant Golden State Overnight Delivery Service, Inc. for: (1) Failure to Pay Wages; (2)  
22 Failure to Furnish Accurate Wage Statements; and (3) Unfair Competition in Violation of  
23 Business and Professions Code § 17200. On March 28, 2019, Judge Thomas E. Kuhnle of the  
24 Santa Clara Superior Court signed an order granting the parties’ stipulation to transfer the *Quijada*  
25 action to this Court. On June 21, 2019, the Santa Clara County Superior Court transferred the  
26 *Quijada* action, including all papers filed therein, out to Orange County. After the transfer, the  
27 *Quijada* action was originally assigned to Department CX101, the Honorable Glenda Sanders  
28 presiding, case number 30-2019-01081231-CU-WT-CXC. The parties in the *Quijada* matter then

1 submitted a stipulation to transfer the *Quijada* matter to this Department CX104 and consolidate it  
2 with the lead case, *De Trinh v GSO*. On July 30, 2019, the Court granted the parties' stipulation  
3 and transferred and consolidated *Quijada v. GSO* with *Trinh v. GSO*, wherein *Trinh v. GSO* was  
4 designated as the lead case.

5 47. On November 18, 2019, Plaintiffs filed a consolidated putative class action case  
6 against Defendant Golden State Overnight Delivery Service, Inc. (the "Consolidated Class Action  
7 Complaint"). Through the Complaint, Plaintiffs sought damages, restitution, penalties, pre- and  
8 post-judgment interest, costs, attorneys' fees, and any other relief deemed appropriate by the Court  
9 on the basis of the allegations, inter alia, against Defendant Golden State Overnight Delivery  
10 Service, Inc. for: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime; (3) Failure to  
11 Pay Separately and Hourly at the Applicable Rate for Rest and Recovery Periods; (4) Failure to  
12 Provide Properly Itemized Wage Statements; (5) Failure to Provide Proper Meal Periods and Rest  
13 Periods; (6) Failure to Pay Wages When Due, Waiting Time Penalties; (7) Unfair Business  
14 Practices; (8) Failure to Comply with PAGA; and (9) Injunctive Relief.

15 48. Defendant Golden State Overnight Delivery Service, Inc. (n/k/a General Logistics  
16 Systems US, Inc.) answered the Consolidated Class Action Complaint on January 15, 2020 and  
17 filed an Amended Answer to the Consolidated Class Action Complaint on January 22, 2020. On  
18 or about March 6, 2020, Plaintiffs filed a Doe Amendment to add General Logistics Systems US,  
19 Inc. as a named party. Defendant General Logistics Systems US, Inc. answered the Consolidated  
20 Class Action Complaint on June 1, 2020.

21 49. Defendants deny each of the allegations of the Complaint and the PAGA Letters,  
22 deny Defendants have any liability for the claims of Plaintiffs, the putative class they purport to  
23 represent or any allegedly aggrieved employee, and deny that Plaintiffs, the putative class they  
24 purport to represent or any allegedly aggrieved employee is entitled to any relief.

25 50. Class Counsel and Defense Counsel have extensive experience in litigating wage  
26 and hour class actions in California. Class Counsel and Defense Counsel have vigorously litigated  
27 the Civil Action since its inception.

28 51. On March 8, 2021, Plaintiffs and Defendants engaged in mediation before Mediator



1 Michael E. Dickstein, an experienced mediator in this area of law. After the mediation, Plaintiffs  
2 and Defendants agreed on the principal terms of a settlement and accepted a mediator's proposal  
3 made by Michael E. Dickstein and, thereafter, executed a Memorandum of Understanding  
4 ("MOU") to memorialize their agreement. The MOU is superseded in all respects by this  
5 Agreement upon execution by Plaintiffs and Defendants.

6 52. This Agreement is made in compromise of and embraces all claims against any of  
7 the Released Parties as enumerated in paragraphs 96-97 below, including, but not limited to, all  
8 claims and statutory causes of action that were alleged or could have been alleged in any  
9 complaint filed in the Civil Action and/or the PAGA Letters, for violations of California's Labor  
10 Code and/or Wage Orders, attorney's fees, penalties, costs and interest or otherwise based on any  
11 facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or  
12 failures to act pled in the Civil Action and/or PAGA Letters.

13 53. Because the settled matter is a putative class and representative action, this  
14 Agreement must receive preliminary and final approval by the Court. Accordingly, Plaintiffs and  
15 Defendants enter into this Agreement on a conditional basis. Should the Court, or any other court  
16 taking jurisdiction of this matter, decline to approve all material aspects of the Settlement or make  
17 any ruling substantially altering the material terms of the Settlement, the Settlement shall be  
18 voidable and unenforceable as to Plaintiffs and Defendants, at the option of any party and upon  
19 giving notice, in writing, to the other Parties and to the Court at any time before final approval by  
20 the Court of this Settlement; provided, however, that an award by the Court of a different amount  
21 than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative  
22 Enhancement Awards, or the Class Counsel award of attorneys' fees and/or costs, will not  
23 constitute a material term of the Settlement. Notwithstanding the foregoing, if the Court  
24 conditions approval on any material change to the Settlement, then the Parties shall work together  
25 in good faith to address any concerns raised by the Court. In the event that the Effective Date, as  
26 defined herein, does not occur, this Agreement shall be deemed null and void *ab initio* and shall be  
27 of no force or effect whatsoever, and shall not be referred to or utilized for any purpose.  
28 Defendants deny all of Plaintiffs' claims and all class and representative claims as to liability and



1 damages. Defendants expressly reserve all rights to challenge any and all such claims and  
2 allegations upon all procedural and factual grounds, including the assertion of all defenses, if the  
3 Effective Date of the Settlement does not occur.

4         54. Plaintiffs and Class Counsel have concluded, after taking into account the sharply  
5 disputed factual and legal issues involved in the Civil Action, the risks attending further  
6 prosecution, and the substantial benefits to be received pursuant to settlement as set forth in this  
7 Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiffs and the  
8 Class and the PAGA Employees, and is fair and reasonable.

9         55. Similarly, Defendants have concluded, after taking into account the sharply  
10 disputed factual and legal issues involved in the Civil Action, the risks and expense attending  
11 further litigation, and its desire to put the controversy to rest, that settlement on the terms set forth  
12 herein is in their best interest and is fair and reasonable.

13         56. This Settlement contemplates (i) entry of an order preliminarily approving the  
14 Settlement, (ii) distribution of the Notice of Class Action and PAGA Settlement to Class Members  
15 and PAGA Employees, and (iii) entry of a Final Order and Judgment of the Settlement. The Court  
16 shall retain jurisdiction over the Civil Action and Parties for purposes of enforcing the Settlement  
17 and resolving any disputes relating to the Settlement.

18                     **SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

19                                     **Preliminary Approval of Settlement**

20         57. As soon as practicable, Class Counsel shall submit this Agreement to the Court for  
21 its preliminary approval. Class Counsel shall provide the motion for preliminary approval to  
22 Defense Counsel for review and approval at least 10 days prior to filing. Plaintiffs shall also move  
23 the Court to enter a Preliminary Approval Order and to conditionally certify the Class for purposes  
24 of this Settlement only. The submission shall also include admissible evidence as may be required  
25 for the Court to determine that this Settlement is fair, adequate and reasonable, as required by  
26 Code of Civil Procedure section 382. The submission shall also include the Notice of Class  
27 Action and PAGA Settlement in the form attached hereto as **Exhibit 1**. Plaintiffs and Defendants  
28 agree that the conditional certification of the Class for settlement purposes only is in no way an

1 admission by any of the Released Parties that class certification would otherwise be proper.

2 **Notice to Class Members and PAGA Employees**

3 58. Following the Court's order granting preliminary approval of this Settlement, the  
4 Settlement Administrator shall disseminate the Notice of Class Action and PAGA Settlement in  
5 the form attached hereto as **Exhibit 1**, the Workweek Dispute Form in the form attached hereto as  
6 **Exhibit 2**, and the Opt Out Form in the form attached hereto as **Exhibit 3**, to the Class Members  
7 and PAGA Employees.

8 **Cooperation**

9 59. The Parties agree to cooperate with each other to accomplish the terms of this  
10 Settlement, including, but not limited to, the timely execution of such documents and such other  
11 acts as may be reasonably necessary to implement the terms of this Settlement. Neither the Parties  
12 nor any of their attorneys or agents shall solicit or encourage any Class Members to exclude  
13 themselves from the Settlement or to object to the Settlement. The Parties to the Settlement shall  
14 use their best efforts, including all efforts contemplated by this Agreement and any other efforts  
15 that may become necessary by Court order, or otherwise, to effectuate this Settlement and the  
16 terms set forth herein.

17 **Notice of Class Action and PAGA Settlement by Mail**

18 60. The Settlement Administrator shall, within forty-five (45) days of the date of  
19 preliminary approval of this Settlement, mail by First-Class United States mail the Notice of Class  
20 Action and PAGA Settlement to each Class Member and PAGA Employee, using the most recent  
21 address available to the Settlement Administrator for mail delivery. Prior to mailing the Class  
22 Notice to Class Members, the Settlement Administrator shall perform a National Change of  
23 Address (NCOA) search and an Accurant (or substantially similar) in-depth skip trace in order to  
24 obtain the best possible address for Class Members.

25 61. If a Notice of Class Action and PAGA Settlement is returned as undeliverable with  
26 a forwarding address provided by the United States Postal Service on or by the Response  
27 Deadline, the Settlement Administrator will promptly resend the Notice of Class Action and  
28 PAGA Settlement to that forwarding address along with a brief letter stating that the recipient of

1 the Notice of Class Action and PAGA Settlement has until the original deadline set forth on the  
2 Notice of Class Action and PAGA Settlement, or ten (10) calendar days after the date of re-  
3 mailing of the Notice of Class Action and PAGA Settlement (whichever is later) to object or  
4 submit a Opt Out. In no event shall this be more than 10 days after the Response Deadline.

5         62. The Notice of Class Action and PAGA Settlement to be provided to each Class  
6 Member and PAGA Employee shall set forth the number of Qualifying Workweeks applicable to  
7 the Class Member, the number of PAGA Workweeks applicable to the PAGA Employee, the  
8 estimated Workweek Payment Rate applicable to the Class Member, the estimated PAGA  
9 Workweek Payment Rate applicable to the PAGA Employee, and the estimated Individual  
10 Settlement Payment that the Class Member shall receive under this Settlement if the Court grants  
11 final approval of the Settlement, and the estimated PAGA Payment Share that PAGA Employee  
12 shall receive under this Settlement if the Court grants final approval of the Settlement. The Notice  
13 of Class Action and PAGA Settlement shall notify the Class Members that tax withholdings shall  
14 be deducted from a portion of his or her Individual Settlement Payment, as described in paragraph  
15 82 below.

16         63. If the Class Member or PAGA Employee wishes to contest the number of  
17 Qualifying Workweeks and/or the number of PAGA Workweeks assigned to him or her by the  
18 Settlement Administrator, the Class Member or PAGA Employee or his or her authorized  
19 representative in the case of the individual's death or incapacity must timely submit his or her  
20 Workweek Dispute Form (Attachment A to the Notice) with Proof of Work to the Settlement  
21 Administrator. To be timely, the Workweek Dispute Form and any Proof of Work must be  
22 postmarked, emailed, or faxed to the Administrator within the Workweek Dispute Deadline. The  
23 Settlement Administrator shall resolve all disputes regarding the number of Qualifying  
24 Workweeks before the Response Deadline. As this is not a claims-made Settlement and Class  
25 Members need not return the optional Workweek Dispute Form and Proof of Work, Class  
26 Members shall be bound by this Agreement unless they submit a completed, signed and timely  
27 Opt Out. However, the Released PAGA claims shall be binding on all PAGA Employees  
28 regardless of whether they submit a valid Opt Out from the Class.

1 **Opt Out**

2 64. Any Class Member seeking to be excluded from the Class and the release of  
3 Released Class Claims shall submit an Opt Out Form to the Settlement Administrator. The Opt  
4 Out Form must: (1) contain the name, address, and the last four digits of the Social Security  
5 Number of the person requesting exclusion; (2) be signed and dated by the Class Member or his or  
6 her lawful representative; and (3) be postmarked, faxed, or emailed by the Response Deadline.  
7 Any Class Member, who submits a completed, signed and timely Opt Out Form shall no longer be  
8 a member of the Class, shall be barred from participating in this Settlement, shall be barred from  
9 objecting to this Settlement, and shall receive no benefit from this Settlement, except as set forth  
10 in paragraph 65. Any untimely or incomplete Opt Out Form shall be considered null and void. If  
11 a Class Member submits both a completed, signed and timely Workweek Dispute Form and Proof  
12 of Work and a completed, signed and timely Opt Out Form, then the Opt Out Form shall be  
13 deemed invalid, and the Class Member shall be a Settlement Class Member and participate in this  
14 Settlement.

15 65. A valid Opt Out from the Class does not affect the Released PAGA Claims, which  
16 shall be binding on all PAGA Employees regardless of the requested exclusion. The Settlement  
17 Administrator shall notify Class Counsel and Defense Counsel of the number of timely opt-outs  
18 within seven (7) days after the Response Deadline.

19 66. If more than ten percent (10%) of the Class Members opt out of the Settlement by  
20 submitting completed, signed and timely Opt Out Forms, Defendants shall have the right in their  
21 sole discretion to rescind and void this Settlement by giving written notice to Class Counsel within  
22 ten (10) business days after the Settlement Administrator informs the Parties that the opt out rate  
23 exceeded ten percent (10%). If Defendants exercise their right to rescind and void this Settlement  
24 under this paragraph, Defendants shall pay any and all reasonable costs and expenses incurred by  
25 the Settlement Administrator.

26 **Declaration of Compliance**

27 67. As soon as practicable, but no later than ten (10) days following the close of the  
28 Response Deadline, the Settlement Administrator shall provide Class Counsel and Defense

1 Counsel with a declaration attesting to completion of the notice process set forth in this  
2 Agreement, the number and names of opt outs, any objections to the Settlement, and a summary of  
3 any disputes raised by any Class Members. This declaration shall be filed with the Court by Class  
4 Counsel along with a motion requesting final approval of the Settlement. Any written objections  
5 submitted by Class Members shall be turned over to Class Counsel, who shall then file them with  
6 the Court at the time of their Motion for Final Approval. The Settlement Administrator shall also  
7 provide weekly updates to Class Counsel and Defense Counsel regarding the opt outs, disputes  
8 and objections.

### 9 **Sufficient Notice**

10 68. The Parties agree that compliance with the procedures described in this Agreement  
11 constitutes due and sufficient notice to Class Members and PAGA Employees of this Settlement  
12 and the Final Fairness and Approval Hearing, and satisfies the requirements of due process, and  
13 that nothing else shall be required of Plaintiffs, Class Counsel, Defendants, Defense Counsel, or  
14 the Settlement Administrator to provide notice to Class Members and PAGA Employees of the  
15 Settlement or the Final Fairness and Approval Hearing or any other item relating to this  
16 Settlement.

### 17 **Objections to Settlement**

18 69. Any Class Member or PAGA Employee wishing to object to this Settlement may  
19 submit a written objection or appear at the Final Fairness and Approval Hearing in person or  
20 through counsel of their choice. If a Class Member or PAGA Employee wishes to submit a  
21 written Objection, the Objection must: (1) state the Class Member's or PAGA Employee's full  
22 name, address, and the last four digits of his or her Social Security Number (for identification  
23 purposes only); (2) state the grounds for the objection; (3) be signed by the Class Member or  
24 PAGA Employee or his or her lawful representative; and (4) be postmarked, emailed or faxed to  
25 the Settlement Administrator on or before the Response Deadline.

26 70. Any Class Member or PAGA Employee who fails to file a timely written Objection  
27 shall be foreclosed from objecting to this Settlement, unless otherwise ordered by the Court.

28 71. Class Counsel and Defense Counsel shall file any responses to any written

1 Objections submitted to the Court in accordance with this Agreement at least seven (7) days  
2 before the Final Fairness and Approval Hearing.

3 72. Class Counsel shall file a motion for final approval within the time frame provided  
4 in the Code of Civil Procedures. Class Counsel shall provide the motion for final approval to  
5 Defense Counsel for review and approval at least 10 days prior to filing.

### 6 **Final Fairness and Approval Hearing**

7 73. On the date set forth by the Court for the Final Fairness and Approval Hearing in  
8 the order granting preliminary approval of the Settlement, a Final Fairness and Approval Hearing  
9 shall be held before the Court in order to consider and determine: (i) whether the Court should  
10 give this Settlement final approval; (ii) whether the Court should approve Class Counsel's  
11 application for attorneys' fees, costs and expenses and any Enhancement Awards to the Class  
12 Representatives; and (iii) to hear any timely objections to the Settlement. At the Final Fairness  
13 and Approval Hearing, Plaintiffs, Class Counsel, Defendants, and Defense Counsel shall ask the  
14 Court to give final approval to this Settlement. Class Counsel shall submit a copy of the Final  
15 Order and Judgment to the LWDA within ten (10) days after entry of the Final Order and  
16 Judgment in accordance with California Labor Code section 2699(1)(3).

### 17 **Settlement Payment Procedures**

18 Payments under this Agreement shall be made by the Settlement Administrator as follows:

19 74. Settlement Class Members shall be paid exclusively from the Net Settlement  
20 Amount.

21 75. The Parties have agreed to pay the LWDA and PAGA Employees the PAGA  
22 Payment. PAGA Employees shall be paid exclusively from the allocated PAGA Payment from  
23 the Gross Settlement Amount as described above.

24 76. Plaintiffs and Defendants recognize and agree that the asserted claims in the Civil  
25 Action are extremely difficult to quantify with any certainty for any given year, or at all, and are  
26 subject to a myriad of differing calculations and formulas. Plaintiffs and Defendants agree that the  
27 formulas for allocating Individual Settlement Payment to Settlement Class Members and PAGA  
28 Payment Share to PAGA Employees provided herein are reasonable and that the Individual

1 Settlement Payments and PAGA Payment Shares are designed to provide a fair settlement, despite  
2 the uncertainties of the amounts alleged to be owed to Settlement Class Members and PAGA  
3 Employees and the calculation of them. Distribution amongst Settlement Class Members are  
4 based on Qualifying Workweeks that the Class Member was employed during the Class Period.  
5 Further, distribution amongst PAGA Employees are based on PAGA Workweeks that the PAGA  
6 Employee worked during the PAGA Period. Plaintiffs and Defendants have agreed that the  
7 distribution to each Settlement Class Member and PAGA Employee shall be determined as set  
8 forth in paragraphs 77-78 below.

9         77. The Individual Settlement Payment to each Settlement Class Member shall be  
10 determined based on the number of Qualifying Workweeks worked by the Settlement Class  
11 Member during the Class Period. The Net Settlement Amount shall be divided by the total  
12 number of Qualifying Workweeks for all Settlement Class Members during the Class Period. The  
13 result of this division shall yield a Workweek Payment Rate for the Class. The gross amount of  
14 each Settlement Class Member's Individual Settlement Payment shall be calculated by multiplying  
15 the number of Qualifying Workweeks applicable to that Class Member by the Workweek Payment  
16 Rate. Governmentally-required employee tax withholdings shall be deducted from that portion of  
17 each Individual Settlement Payment allocated as wages.

18         78. From the PAGA Payment (which shall be deducted from the Gross Settlement  
19 Amount), PAGA Payment Shares shall be allocated to the PAGA Employees. The PAGA  
20 Payment Share to each PAGA Employee shall be determined based on the number of PAGA  
21 Workweeks worked by the PAGA Employee during the PAGA Period. The \$18,750 allocated to  
22 the PAGA Employees shall be divided by the total number of PAGA Workweeks for all PAGA  
23 Employees during the PAGA Period. The result of this division shall yield a PAGA Workweek  
24 Payment Rate. The gross amount of each PAGA Employee's PAGA Payment Share shall be  
25 calculated by multiplying the number of PAGA Workweeks applicable to that PAGA Employee  
26 by the PAGA Workweek Payment Rate.

27         79. Within fifteen (15) business days after the Effective Date, Defendants shall transmit  
28 the Gross Settlement Amount to the Settlement Administrator.



1           80.     Within six (6) business days after the Gross Settlement Amount is transmitted to  
2 the Settlement Administrator, the Settlement Administrator shall transmit to Class Counsel the  
3 attorneys' fees, costs and expenses approved by the Court, shall transmit to the Class  
4 Representatives their Enhancement Awards approved by the Court, shall transmit to the LWDA  
5 the payment pursuant to PAGA, shall mail an Individual Settlement Payments to each Settlement  
6 Class Member, and PAGA Payment Shares to each PAGA Employee.

7           81.     Individual Settlement Payments and PAGA Payment Shares shall be made by  
8 check and shall be made payable to each Settlement Class Member and PAGA Employee as set  
9 forth in this Agreement. Under no circumstances shall Settlement Administrator distribute checks  
10 to Settlement Class Members and/or PAGA Employees until all timely workweek disputes with  
11 Proof of Work have been considered, calculated, and accounted for, and the Class Counsel fees  
12 and expenses, costs of the Settlement Administrator, and Enhancement Awards have been  
13 calculated and accounted for.

14           82.     The Individual Settlement Payments are payments for all Released Class Claims for  
15 the Settlement Class Members. The PAGA Payment Shares are payments for the Released PAGA  
16 Claims for the PAGA Employees. The Settlement Administrator shall be authorized to establish a  
17 Qualified Settlement Fund ("QSF") pursuant to Internal Revenue Service ("IRS") rules and  
18 regulations in which the Gross Settlement Amount shall be placed and from which payments  
19 required by the Settlement shall be made. Twenty-five percent (25%) of the amount of each  
20 Individual Settlement Payment to each Settlement Class Member shall be allocated to their  
21 respective alleged unpaid wage claims and shall be paid net of all applicable employment taxes,  
22 including any federal, state, and/or local in issue tax withholding requirements and the employee  
23 share of FICA taxes. Seventy-five percent (75%) of the amount of each Individual Settlement  
24 Payment to each individual Settlement Class Member shall be allocated to alleged penalties and  
25 shall not be subject to withholding. PAGA Payment Shares will be allocated entirely as penalties  
26 and will be included on an IRS Form 1099 to each PAGA Employee. Each Settlement Class  
27 Member, PAGA Employee, Class Counsel, and Class Representatives shall be responsible for  
28 remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the



1 portion of any payment received pursuant to this Agreement, except as provided by this  
2 Agreement. The Employer's Share of Payroll Taxes with respect to the wage portion of Individual  
3 Settlement Payment shall not be paid from the Gross Settlement Amount and shall remain the sole  
4 responsibility of Defendants. Defendants shall remit the Employer's Share of Payroll Taxes to the  
5 Settlement Administrator with the Gross Settlement Amount.

6 83. It is expressly understood and agreed that the receipt of an Individual Settlement  
7 Payment and/or PAGA Payment Share shall not entitle any Class Member and/or PAGA  
8 Employee to compensation or benefits under any company bonus, contest or other compensation  
9 or benefit plan or agreement in place during the applicable Class Period nor applicable PAGA  
10 Period, nor shall it entitle any Class Member and/or PAGA Employee to any increased retirement,  
11 401(k) or matching benefits, or deferred compensation benefits. The Parties agree that any  
12 Individual Settlement Payments made to Settlement Class Members and any PAGA Payments  
13 Share made to PAGA Employees under the terms of this Agreement shall not represent any  
14 modification of previously credited length of service or other eligibility criteria under any bonus  
15 plan, employee pension benefit plan or employee welfare plan sponsored by any of the Released  
16 Parties, or to which any of the Released Parties are required to make contributions. Further, any  
17 Individual Settlement Payments and PAGA Payment Shares made under this Agreement shall not  
18 be considered compensation in any year for purposes of determining eligibility for, or benefit  
19 accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by  
20 any of the Released Parties or to which any of the Released Parties are required to make  
21 contributions. It is the Parties' intent that the Individual Settlement Payments and PAGA Payment  
22 Shares provided for in the Agreement are the sole payments to be made by Defendants to the Class  
23 Members and PAGA Employees, and that the Class Members and PAGA Employees are not  
24 entitled to any new or additional compensation or benefits as a result of having received the  
25 Individual Settlement Payments and PAGA Payment Shares, notwithstanding any contrary terms  
26 in any agreement, contract, benefit or compensation plan document that might have been in effect  
27 during the applicable Class Period and PAGA Period.

28 84. Individual Settlement Payment checks and PAGA Payment Share checks shall

1 remain negotiable for 180 days from the date of mailing. Any Individual Settlement Payment  
2 checks or PAGA Payment Share checks that remain uncashed after One Hundred Eighty (180)  
3 days from issuance shall be void and the Settlement Administrator shall pay the funds represented  
4 by such un-redeemed checks to the Controller of the State of California to be held pursuant to the  
5 Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement  
6 Class Members and/or PAGA Employees who did not cash their checks until such time that they  
7 claim their property. In such event, the Settlement Class Member and/or PAGA Employee shall  
8 nevertheless remain bound by the Settlement’s Released Class Claims and/or Released PAGA  
9 Claims, as applicable. Notwithstanding the foregoing, the Settlement’s Released Class Claims  
10 does not include any individual claim under Section 16(b) of the FLSA, 29 U.S.C. 216(b), as to a  
11 Settlement Class Member who does not opt-in to the Settlement by cashing, depositing or  
12 endorsing his or her Individual Settlement Payment check, to the extent that opting-in is required  
13 to release such FLSA claims.

14 **The Settlement Administrator**

15 85. The Settlement Administrator shall administer the Settlement, including, but not  
16 limited to: (i) printing, mailing and re-mailing (if necessary), the Notice of Class Action and  
17 PAGA Settlement and receiving Opt Out Forms and Objections from Class Members and  
18 Objections from PAGA Employees; (ii) preparing and submitting to Settlement Class Members,  
19 PAGA Employees and government entities all appropriate tax filings and forms; (iii) computing  
20 the amount of and distributing Individual Settlement Payments, PAGA Payment Shares,  
21 Enhancement Awards, and Class Counsel attorneys’ fees and costs; (iv) processing and validating  
22 Workweek Dispute Forms/Proof of Work, Opt Out Forms and Objections; (v) establishing a QSF,  
23 as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate  
24 government agencies all employer and employee payroll tax obligations arising from the  
25 Settlement and preparing and submitting filings required by law in connection with the payments  
26 required by the Settlement; (vii) performing a National Change of Address (NCOA) search and a  
27 skip trace in order to obtain the best possible address for Class Members and PAGA Employees;  
28 and (viii) establishing and maintaining a dedicated website that Class Members and PAGA

1 Employees can access to obtain information about the Settlement, court filings, and contact  
2 information.

3 86. Settlement Administration Costs in a reasonable amount shall be paid to the  
4 Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are  
5 estimated to be approximately Thirty Thousand Dollars (\$30,000). If the actual cost of settlement  
6 administration is less or more than the amount approved by the Court, those funds shall be added  
7 to or subtracted from the Net Settlement Amount. All costs associated with settlement  
8 administration shall come out of the Gross Settlement Amount.

9 87. Defendants shall provide the names, last known addresses and social security  
10 numbers, all to the extent available, for Class Members and PAGA Employees and Qualifying  
11 Workweeks and PAGA Workweeks (“Class Data”) to the Settlement Administrator no later than  
12 thirty (30) calendar days after the Court grants preliminary approval of the Settlement. Class Data  
13 shall only be used by the Settlement Administrator for the purpose of calculating Individual  
14 Settlement Payment and PAGA Payment Shares and notifying Class Members and PAGA  
15 Employees of the Settlement. Class Data shall not be disclosed to Class Counsel, the Class  
16 Representatives, or any other Class Members or PAGA Employees without the written consent of  
17 Defendants or by order of the Court. The Settlement Administrator shall be responsible for  
18 following all privacy laws and taking appropriate steps to ensure that Class Members’ and PAGA  
19 Employees’ personal information is safeguarded and protected from improper disclosure or use.  
20 The Settlement Administrator shall run the Class Data list through the National Change of  
21 Address database, and shall use the most recent address for each Class Member or PAGA  
22 Employee – either from Defendants’ records or the National Change of Address database – before  
23 mailing the Notice of Class Action and PAGA Settlement. The Settlement Administrator shall  
24 also take reasonable steps to locate any Class Member or PAGA Employee whose Notice of Class  
25 Action and PAGA Settlement is thereafter returned as undeliverable. Class Data shall be provided  
26 in a secure format to be determined by the Settlement Administrator and Defendants.

27 **Resolution of Disputes Over Qualifying Workweeks and/or PAGA Workweeks**

28 88. In calculating the Individual Settlement Payment for each Class Member and

1 PAGA Payment Share for each PAGA Employee, Defendants' records regarding Qualifying  
2 Workweeks and PAGA Workweeks shall be presumed to be correct. Any Class Member and/or  
3 PAGA Employee who disagrees with Defendants' determination of his or her or its Qualifying  
4 Workweeks and/or PAGA Workweeks as indicated on his or her or its Notice of Class Action and  
5 PAGA Settlement may dispute that calculation by submitting a Workweek Dispute Form and  
6 Proof of Work (if any) to the Settlement Administrator as explained on the Notice of Class Action  
7 and PAGA Settlement. Defendants' determination shall be presumed accurate unless a Workweek  
8 Dispute Form and clear and compelling documentary evidence showing Proof of Work is  
9 submitted by the Class Member and/or PAGA Employee to the Settlement Administrator that  
10 establishes that a mistake was made by Defendants. The Settlement Administrator shall  
11 investigate the dispute, requesting information from Defendants as necessary and make the final  
12 determination of whether any additional amount is owed. All such Workweek Dispute Forms by  
13 Class Members and/or PAGA Employees must be postmarked, emailed or faxed by no later than  
14 the Workweek Dispute Deadline. In no case shall a dispute result in a payment by Defendants in  
15 excess of the Gross Settlement Amount.

#### 16 **Enhancement Awards**

17 89. From the Gross Settlement Amount, the Class Representatives may seek approval  
18 from the Court of Enhancement Awards up to Fifteen Thousand Dollars (\$15,000.00) for Plaintiff  
19 Trinh and up to Ten Thousand Dollars (\$10,000.00) for Plaintiff Quijada, for serving as Class  
20 Representatives, which Defendants shall not oppose.

#### 21 **Payment of Class Counsel Attorneys' Fees, Costs and Expenses**

22 90. Class Counsel shall apply to the Court at the Final Fairness and Approval Hearing  
23 for an award of attorneys' fees not to exceed the amount of Eight Hundred and Eighty Thousand  
24 Dollars and No Cents (\$880,000.00), which is Forty Percent (40%) of the Gross Settlement  
25 Amount. In addition, counsel for Trinh will seek costs of up to Thirty Five Thousand Dollars and  
26 No Cents (\$35,000), and counsel for Quijada will seek costs of up to Five Thousand Dollars and  
27 No Cents (\$5,000), subject to offer of proof and court approval, all of which shall be paid out of  
28 the Gross Settlement Amount.



- 1 (i) No provision of this Agreement and no written communication or  
2 disclosure between or among the Parties or their attorneys and other  
3 advisers is or was intended to be, nor shall any such communication or  
4 disclosure constitute or be construed or be relied upon as, tax advice within  
5 the meaning of United State Treasury Department Circular 230 (31 CFR  
6 Part 10, as amended);
- 7 (ii) He, she or it (a) has relied exclusively upon his, her or its own, independent  
8 legal and tax advisers for advice (including tax advice) in connection with  
9 this Agreement, (b) has not entered into this Agreement based upon the  
10 recommendation of any other party or any attorney or adviser to any other  
11 party, and (c) is not entitled to rely upon any communication or disclosure  
12 by any attorney or adviser to any other party to avoid any tax penalty that  
13 may be imposed on him or her or it; and
- 14 (iii) No attorney or adviser to any other party has imposed any limitation that  
15 protects the confidentiality of any such attorney's or adviser's tax strategies  
16 (regardless of whether such limitation is legally binding) upon disclosure by  
17 him or her of the tax treatment or tax structure of any transaction, including  
18 any transaction contemplated by this Agreement.

19 95. The Individual Settlement Payment received by Settlement Class Members and  
20 PAGA Payment Share received by PAGA Employees shall be reported by the Settlement  
21 Administrator, as required, to the state and federal taxing authorities on IRS forms 1099 and W-2  
22 or similar forms. Each Settlement Class Member and PAGA Employee shall be responsible for  
23 paying all applicable state, local, and federal income taxes on all amounts the Settlement Class  
24 Member and PAGA Employee receives pursuant to this Agreement.

25 **RELEASED CLAIMS**

26 96. **Released Class Claims:** Providing there is final approval of this Settlement, then  
27 as of the Effective Date, each Settlement Class Member, individually and on behalf of their  
28 respective successors, assigns, agents, attorneys, executors, heirs and personal representatives,

1 shall fully and finally release and discharge, and shall be deemed to have fully and finally released  
2 and discharged, the Released Parties, and each of them from the Released Class Claims. The  
3 Released Class Claims with respect to the Settlement Class Members include all claims, rights,  
4 demands, liabilities, statutory causes of action, and theories of liability of every nature and  
5 description, whether known or unknown, that were alleged in the Complaint or Civil Action, or  
6 could have been alleged based on any facts, transactions, events, policies, occurrences, acts,  
7 disclosures, statements, omissions or failure to act pled in the Complaint or Civil Action against  
8 any of the Released Parties, including, but not limited to, failure to pay wages including, but not  
9 limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid  
10 compensation or premium pay arising out of missed, late, on-duty and/or short meal and/or rest  
11 periods, failure to pay separately and hourly at the applicable rate for rest and recovery periods,  
12 failure to pay wages semi-monthly at designated times, failure to pay wages upon termination and  
13 failure to provide accurate itemized wage statements, penalties, damages, interest, costs or  
14 attorneys' fees, and violations of any other state or federal law, whether for economic damages,  
15 non-economic damages, liquidated damages, restitution, tort, contract, equitable relief, injunctive  
16 or declaratory relief, to the extent necessary to effect a full and complete release of the Released  
17 Class Claims, including, but not limited to, all claims under any common laws, contract, the Fair  
18 Labor Standards Act ("FLSA"), Cal. Code of Regulations, Title 8, Sections 11000, *et seq.*, Wage  
19 Order 9 or any other applicable Wage Order, California Labor Code Sections 200-204, 208, 210,  
20 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1182.11,  
21 1182.12, 1194-1197.1, 1198, and 1199 and any related provisions, the California Code of Civ.  
22 Proc. Section 1021.5, and/or the California Business & Professions Code Sections 17200, *et seq.*  
23 This release shall extend to all such claims accrued during the Class Period. Notwithstanding the  
24 foregoing, Released Class Claims do not include any individual claim under Section 216(b) of the  
25 FLSA, 29 U.S.C. § 216(b), as to a Settlement Class Member who does not opt-in to the Settlement  
26 by cashing, depositing, or endorsing his or her Individual Settlement Payment check, to the extent  
27 that opting-in is required to release such FLSA claims.

28

1           97.     **Released PAGA Claims:** Providing there is final approval of this Settlement, then  
2 as of the Effective Date, each PAGA Employee (including Plaintiffs on behalf of themselves, the  
3 State of California and all PAGA Employees), individually and on behalf of their respective  
4 successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and  
5 finally release and discharge the Released Parties, and each of them from the Released PAGA  
6 Claims. The Released PAGA Claims means all claims, rights, demands, liabilities, statutory  
7 causes of action, and theories of liability of every nature and description under the California  
8 Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, whether  
9 known or unknown, that were alleged in the Complaint, Civil Action, or PAGA Letters, or could  
10 have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures,  
11 statements, omissions, or failure to act pled in the Complaint, Civil Action, or PAGA Letters  
12 against Defendants or any of the Released Parties, including, but not limited to, failure to provide  
13 meal and rest periods, failure to pay wages including, but not limited to, overtime wages and  
14 minimum wages, unpaid compensation or premium pay arising out of missed, late, on-duty and/or  
15 short rest periods, failure to pay separately and hourly at the applicable rate for rest and recovery  
16 periods, failure to pay wages semi-monthly at designated times, failure to pay wages upon  
17 termination, failure to provide accurate itemized wage statements, and penalties, costs or  
18 attorneys' fees, to the extent necessary to effect a full and complete release of the Released PAGA  
19 Claims. This release shall extend to all such claims accrued during the PAGA Period. This  
20 release shall be binding on all PAGA Employees regardless of whether they submit a valid Opt  
21 Out from the Class.

22           98.     **Release by Plaintiff Trinh.** Upon final approval of the Settlement, Plaintiff Trinh  
23 for himself, his successors, assigns, agents, executors, heirs and personal representatives, spouse  
24 and attorneys, and any and all of them, voluntarily and with the advice of counsel, waives and  
25 releases any and all claims, obligations, demands, actions, rights, causes of action, and liabilities  
26 against any of the Released Parties of whatever kind and nature, character, and description,  
27 whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute,  
28 ordinance, regulation, constitution, common law, or other source of law or contract, whether



1 known or unknown, and whether anticipated or unanticipated, including all claims arising from or  
2 relating to any and all acts, events and omissions occurring prior to the date of final approval of  
3 this Agreement including, but not limited to, all claims which relate in any way to his employment  
4 with or the termination of his employment with the Released Parties and/or his provision of  
5 services to the Released Parties at any of Defendants' locations during the Class Period. Plaintiff  
6 Trinh further releases all unknown claims against any of the Released Parties, covered by  
7 California Civil Code Section 1542, which states: "**A general release does not extend to claims  
8 that the creditor or releasing party does not know or suspect to exist in his or her favor at  
9 the time of executing the release and that, if known by him or her, would have materially  
10 affected his or her settlement with the debtor or released party.**" Notwithstanding the  
11 provisions of section 1542, and for the purpose of implementing a full and complete release and  
12 discharge of all of his Released Claims, Plaintiff Trinh expressly acknowledges that this  
13 Settlement is intended to include in its effect, without limitation, all Released Claims which  
14 Plaintiff Trinh does not know or suspect to exist in his favor at the time of execution hereof, and  
15 that the Settlement contemplates the extinguishment of all such Released Claims.

16       99.     **Release by Plaintiff Quijada.** Upon final approval of the Settlement, Plaintiff  
17 Quijada, for himself, his successors, assigns, agents, executors, heirs and personal representatives,  
18 spouse and attorneys, and any and all of them, voluntarily and with the advice of counsel, waives  
19 and releases any and all claims, obligations, demands, actions, rights, causes of action, and  
20 liabilities against any of the Released Parties of whatever kind and nature, character, and  
21 description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local  
22 law, statute, ordinance, regulation, constitution, common law, or other source of law or contract,  
23 whether known or unknown, and whether anticipated or unanticipated, including all claims arising  
24 from or relating to any and all acts, events and omissions occurring prior to the date of final  
25 approval of this Agreement including, but not limited to, all claims which relate in any way to his  
26 employment with or the termination of his employment with the Released Parties and/or his  
27 provision of services to the Released Parties at any of Defendants' locations during the Class  
28 Period. Plaintiff Quijada further releases all unknown claims against any of the Released Parties,

1 covered by California Civil Code Section 1542, which states: “**A general release does not extend**  
2 **to claims that the creditor or releasing party does not know or suspect to exist in his or her**  
3 **favor at the time of executing the release and that, if known by him or her, would have**  
4 **materially affected his or her settlement with the debtor or released party.”** Notwithstanding  
5 the provisions of section 1542, and for the purpose of implementing a full and complete release  
6 and discharge of all of his Released Claims, Plaintiff Quijada expressly acknowledges that this  
7 Settlement is intended to include in its effect, without limitation, all Released Claims which  
8 Plaintiff Quijada does not know or suspect to exist in his favor at the time of execution hereof, and  
9 that the Settlement contemplates the extinguishment of all such Released Claims.

10 **LIMITATIONS ON USE OF THIS SETTLEMENT**

11 **No Admission**

12 100. Neither the acceptance nor the performance by Defendants of the terms of this  
13 Agreement nor any of the related negotiations or proceedings are or shall be claimed to be,  
14 construed as, or deemed a precedent or an admission by Defendants of the truth of any allegations  
15 in the Complaint or the PAGA Letters.

16 **Non-Evidentiary Use**

17 101. Defendants deny that they have failed to comply with the law in any respect, or  
18 have any liability to anyone based on the claims asserted in the Civil Action. Plaintiffs expressly  
19 acknowledge that this Agreement is entered into for the purpose of compromising highly disputed  
20 claims and that nothing herein is an admission of liability, wrongdoing, or the propriety of class or  
21 representative treatment by Defendants. Neither the Agreement nor any document prepared in  
22 connection with the Settlement may be admitted in any proceeding as an admission by  
23 Defendants. Notwithstanding this paragraph, any and all provisions of this Agreement may be  
24 admitted in evidence and used in any proceeding to enforce the terms of this Agreement, or in  
25 defense of any claims released or barred by this Agreement.

26 **Nullification**

27 102. If the Court for any reason does not approve this Settlement, this Agreement shall  
28 be considered null and void and the Parties to this Agreement shall stand in the same position,

1 without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

2 103. Invalidation of any material portion of this Agreement shall invalidate this  
3 Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall  
4 remain in full force and effect.

5 **MISCELLANEOUS PROVISIONS**

6 **No Inducements**

7 104. Plaintiffs and Defendants acknowledge that they are entering into this Settlement as  
8 a free and voluntary act without duress or undue pressure or influence of any kind or nature  
9 whatsoever, and that neither Plaintiffs nor Defendants have relied on any promises, representations  
10 or warranties regarding the subject matter hereof other than as set forth in this Agreement.

11 **No Prior Assignment**

12 105. The Parties represent, covenant, and warrant that they have not directly or  
13 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
14 person or entity any portion of any liability, claim, demand, action, cause of action or rights herein  
15 released and discharged except as set forth herein.

16 **Construction**

17 106. The Parties agree that the terms and conditions of this Agreement are the result of  
18 lengthy, intensive arm's-length negotiations between the Parties and their counsel, and this  
19 Agreement shall not be construed in favor of or against any Party by reason of the extent to which  
20 any Party or his or its counsel participated in the drafting of this Agreement.

21 **California Law**

22 107. All terms of this Agreement and its exhibits shall be governed and interpreted by  
23 and according to the laws of the State of California, without giving effect to any conflict of law  
24 principles or choice of law principles.

25 **Captions and Interpretations**

26 108. Paragraph titles or captions contained herein are inserted as a matter of convenience  
27 and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or  
28 any provision hereof.

1 **Incorporation of Exhibits**

2 109. All exhibits to this Agreement are incorporated by reference and are a material part  
3 of this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the  
4 Court must be approved without material alteration from its current form in order for this  
5 Agreement to be enforceable.

6 **Modification**

7 110. This Agreement may not be changed, altered, or modified, except in a writing  
8 signed by the Parties, and approved by the Court. This Agreement may not be discharged except  
9 by performance in accordance with its terms or by a writing signed by the Parties.

10 **Reasonableness of Settlement**

11 111. Plaintiffs represent that this is a fair, reasonable, and adequate settlement and have  
12 arrived at this settlement through arms-length negotiations, taking into account all relevant factors,  
13 present and potential.

14 **Integration Clause**

15 112. This Agreement contains the entire agreement between the Parties relating to the  
16 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,  
17 understandings, representations, and statements, whether oral or written and whether by a party or  
18 such party’s legal counsel, are merged herein. No rights hereunder may be waived except in  
19 writing.

20 **Binding On Assigns**

21 113. This Agreement shall be binding upon and inure to the benefit of the Parties and  
22 their respective heirs, trustees, executors, administrators, successors and assigns.

23 **No Prevailing Party**

24 114. No Party shall be considered a prevailing party for any purpose. Except as  
25 otherwise provided for in this Agreement, each Party shall bear its or his own attorney fees and  
26 costs.

27 **Class Counsel Signatories**

28 115. It is agreed that because the members of the Class and PAGA Employees are

1 numerous, it is impossible or impractical to have each member of the Class execute this  
2 Agreement. The Notice of Class Action and PAGA Settlement shall advise all Class Members  
3 and PAGA Employees of the binding nature of the Agreement, and the Agreement shall have the  
4 same force and effect as if this Agreement were executed by each member of the Class and each  
5 PAGA Employee.

#### 6 **Counterparts**

7 116. This Agreement, and any amendments hereto, may be executed in any number of  
8 counterparts, each of which when executed and delivered shall be deemed to be an original and all  
9 of which taken together shall constitute but one and the same instrument. Fax and pdf signatures  
10 shall be as valid as original signatures.

#### 11 **Waiver of Right to Object**

12 117. By signing this Agreement, Plaintiffs, on behalf of the Class and PAGA  
13 Employees, agree to be bound by its terms. Plaintiffs further agree not to request to be excluded  
14 from the Class or Settlement and agree not to object to any of the terms of the Agreement. Any  
15 request for exclusion from the Settlement by Plaintiffs or any Objection by Plaintiffs shall be void  
16 and of no force and effect. Likewise, Defendants agree to be bound by the terms of this  
17 Settlement and agree not to object to any of the terms of the Agreement.

#### 18 **Administration Costs if Settlement Fails**

19 118. If the Settlement is not finally approved by the Court, voided or rescinded, any  
20 costs incurred by the Settlement Administrator shall be paid equally by the Parties (half by  
21 Plaintiffs and/or Class Counsel and half by Defendants).

#### 22 **Final Order and Judgment**

23 119. Upon final approval of the Settlement, a Final Order and Judgment shall be entered  
24 by the Court which shall, among other things:

- 25 (i) Grant final approval to the Settlement as fair, reasonable, adequate, in good  
26 faith and in the best interests of the Class and PAGA Employees as a whole,  
27 and order the Parties to carry out the provisions of this Agreement.

- 1 (ii) Adjudge that the Settlement Class Members of the Settlement are  
2 conclusively deemed to have released the Released Parties from the  
3 applicable Released Class Claims, as more specifically set forth above.
- 4 (iii) Adjudge that the PAGA Employees of the Settlement are conclusively  
5 deemed to have released the Released Parties from the Released PAGA  
6 Claims, as more specifically set forth above.
- 7 (iv) Prohibit and permanently enjoin each Settlement Class Member of the  
8 Settlement from pursuing in any fashion against any of the Released Parties  
9 any and all of the applicable Released Class Claims.
- 10 (v) Prohibit and permanently enjoin each PAGA Employee of the Settlement  
11 from pursuing in any fashion against any of the Released Parties any and all  
12 of the Released PAGA Claims.
- 13 (vi) Reserve continuing jurisdiction as provided herein.

14 **Limitations on Disclosure**

15 120. Plaintiffs and Defendants agree that (except for purposes of enforcement) they shall  
16 not issue any press release regarding the Settlement. Plaintiffs, Defendants and their respective  
17 counsel agree that they shall not respond substantively to any press inquiry or otherwise  
18 communicate with the press regarding this Settlement. Class Counsel shall not utilize this  
19 Settlement in any way in their marketing or advertising materials or website. Notwithstanding the  
20 above, Class Counsel may communicate to any court the terms of the Settlement for purposes of  
21 conditional class certification, and for preliminary approval and final approval of the Settlement.

22 121. This Agreement, the Settlement, and any proceedings or actions or negotiations in  
23 connection therewith shall be deemed settlement communications covered by California Evidence  
24 Code Sections 1152 and 1154, Federal Rule of Evidence 408, and any other similar provisions or  
25 law, and shall not be construed as an admission of truth of any allegation or the validity of any  
26 cause of action or claim asserted or of any liability therein.

27 **Jurisdiction**

28 122. The Superior Court for the County of Orange shall retain jurisdiction over the

1 Parties and the Class and PAGA Employees to enforce the terms of this Agreement and any  
2 subsequent judgment or order pursuant to Code of Civil Procedure § 664.6.

3 **Enforcement**

4 123. In the event that any Party to this Agreement asserts a claim for breach of this  
5 Agreement or seeks to enforce its terms, the prevailing Party in any such proceeding or action  
6 shall be entitled to recover costs and reasonable attorney's fees.


7 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
8 attorneys, as of the day and year herein set forth.

9  
10 DATED: 02 / 16 / 2022 \_\_\_\_\_   
11 DE TRINH

12 DATED: \_\_\_\_\_  
13 NOE QUIJADA

14 DATED: \_\_\_\_\_  
15 GENERAL LOGISTICS SYSTEMS US, INC.  
16 By: \_\_\_\_\_

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

18  
19  
20 DATED: 2/16/2022 \_\_\_\_\_ LARA & LUNA APC  
21  
22 By   
23 Linda Luna Lara  
24 Attorneys for Plaintiff De Trinh  
25  
26  
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28

1 Parties and the Class and PAGA Employees to enforce the terms of this Agreement and any  
2 subsequent judgment or order pursuant to Code of Civil Procedure § 664.6.

3 **Enforcement**

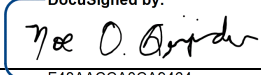
4 123. In the event that any Party to this Agreement asserts a claim for breach of this  
5 Agreement or seeks to enforce its terms, the prevailing Party in any such proceeding or action  
6 shall be entitled to recover costs and reasonable attorney's fees.

7 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
8 attorneys, as of the day and year herein set forth.

10 DATED: \_\_\_\_\_

DE TRINH \_\_\_\_\_

12 DATED: 2/14/2022 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
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NOE QUIJADA

14 DATED: \_\_\_\_\_

GENERAL LOGISTICS SYSTEMS US, INC.  
By: \_\_\_\_\_

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

20 DATED: \_\_\_\_\_

LARA & LUNA APC

By \_\_\_\_\_  
Linda Luna Lara  
Attorneys for Plaintiff De Trinh



1 Parties and the Class and PAGA Employees to enforce the terms of this Agreement and any  
2 subsequent judgment or order pursuant to Code of Civil Procedure § 664.6.

3 **Enforcement**

4 123. In the event that any Party to this Agreement asserts a claim for breach of this  
5 Agreement or seeks to enforce its terms, the prevailing Party in any such proceeding or action  
6 shall be entitled to recover costs and reasonable attorney's fees.

7 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
8 attorneys, as of the day and year herein set forth.

9  
10 DATED: \_\_\_\_\_  
11 \_\_\_\_\_  
DE TRINH

12 DATED: \_\_\_\_\_  
13 \_\_\_\_\_  
NOE QUIJADA

14 DATED: 2/18/22  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
GENERAL LOGISTICS SYSTEMS US, INC.  
By: Randall Swart, CEO

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

18  
19  
20 DATED: \_\_\_\_\_ LARA & LUNA APC  
21  
22 By \_\_\_\_\_  
23 Linda Luna Lara  
24 Attorneys for Plaintiff De Trinh  
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DATED: 2-15-2022

MICHAEL H. KIM, P.C.

By   
Michael H. Kim  
Attorneys for Plaintiff Noe Quijada

DATED: \_\_\_\_\_

REED SMITH LLP

By \_\_\_\_\_  
Mara D. Curtis  
Attorneys for Defendants Golden State Overnight  
Delivery Service, Inc. (n/k/a General Logistics  
Systems US, Inc.) and General Logistics Systems US,  
Inc.

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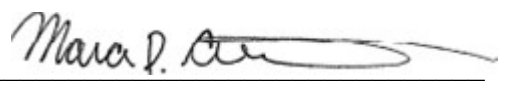
MICHAEL H. KIM, P.C.

By \_\_\_\_\_

Michael H. Kim  
Attorneys for Plaintiff Noe Quijada

DATED: 2/18/22

REED SMITH LLP

By  \_\_\_\_\_

Mara D. Curtis  
Attorneys for Defendants Golden State Overnight  
Delivery Service, Inc. (n/k/a General Logistics  
Systems US, Inc.) and General Logistics Systems US,  
Inc.

# **EXHIBIT 1**

## NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

*Trinh, et al. v. Golden State Overnight Delivery Service, Inc., et al.*

Superior Court of the State of California, County of Orange, Case No. 30-2017-00961719-CU-WT-CXC (consolidated with Case No.: 30-2019-01081231-CU-WT-CXC in the Superior Court of the State of California, County of Orange)

**IF YOU WERE EMPLOYED BY GOLDEN STATE OVERNIGHT DELIVERY SERVICE INC. (n/k/a GENERAL LOGISTICS SYSTEMS US, INC.) AS A COURIER DRIVER IN CALIFORNIA AND WERE PAID ON A PIECE RATE OR OTHER NON-HOURLY SYSTEM AT ANY TIME: (1) FROM DECEMBER 17, 2016 THROUGH JANUARY 14, 2022 ; OR (2) FROM JULY 27, 2014 THROUGH JANUARY 14, 2022 IF YOU WERE NOT A CLASS MEMBER IN OR OPTED OUT OF THE SETTLEMENT OF *KOSTYUK V. GOLDEN STATE OVERNIGHT DELIVERY SERVICE, INC.* (“*KOSTYUK*”), THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.**

**A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER. YOU ARE NOT BEING SUED.**

A proposed class action settlement (the “Settlement”) has been reached in the in the matter of *Trinh, et al. v. Golden State Overnight Delivery Service, Inc., et al.*, Case No. 30-2017-00961719-CU-WT-CXC (consolidated with Case No.: 30-2019-01081231-CU-WT-CXC) (the “Civil Action”) pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”) between Plaintiffs De Trinh and Noe Quijada (collectively referred to as “Plaintiffs”) and Defendants Golden State Overnight Delivery Service, Inc. (n/k/a General Logistics Systems US, Inc.) and General Logistics Systems US. Inc. (“Defendants”).

This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

The purpose of this Notice of Class Action and PAGA Settlement (“Notice”) is to briefly describe the Civil Action, and to inform you of your rights and options in connection with it and the proposed Settlement. The proposed Settlement will resolve all claims in the Civil Action. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

### **1. Why did I receive this Notice?**

You received this Notice because a settlement has been reached in the Civil Action. According to Defendant’s records you are a Class Member and are eligible to receive an Individual Settlement Payment and PAGA Payment, as applicable.

The Court has certified, for settlement purposes only, the following Class (the “Class”): All non-exempt courier drivers who are or were paid on a piece rate or other non-hourly system at any of Defendants’ locations in California at any time during the Class Period. The Class Period is December 17, 2016 through January 14, 2022. The Class Period for all Class Members who: (1) opted out of; or (2) were not class members in the settlement of *Sergey Kostyuk v. Golden State Overnight Delivery Service, Inc.*, Alameda County Superior Court Case No. RG14727191, is July 27, 2014 through January 14, 2022.

The Court has ordered, for settlement purposes only, that PAGA Employees are defined as all non-exempt courier drivers who are or were paid on a piece rate or other non-hourly system at any of Defendants’ locations in California at any time during the PAGA Period. The PAGA Period means the period from December 17, 2016 through January 14, 2022. The PAGA Period for all PAGA Employees who: (1) opted out of; or (2) were not class members in the settlement of *Kostyuk* is October 11, 2016 through January 14, 2022.

## 2. What is the Civil Action about?

In the Civil Action, Plaintiffs alleged the following claims against Defendants: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime; (3) Failure to Pay Separately and Hourly at the Applicable Rate for Rest and Recovery Periods; (4) Failure to Provide Properly Itemized Wage Statements; (5) Failure to Provide Proper Meal Periods and Rest Periods; (6) Failure to Pay Wages When Due, Waiting Time Penalties; (7) Unfair Business Practices; (8) Failure to Comply with PAGA; and (9) Injunctive Relief.

Defendants and the Released Parties expressly and specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Civil Action. Defendants and the Released Parties contend that their conduct has been lawful at all times relevant; that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

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

## 3. What are my options in this matter?

You have two options under the Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Class and the release of the Released Class Claims. If you choose option (A), you may also object to the Settlement, under option (C) and/or dispute the Workweeks credited to you under option (D) as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel, whose identities and contact information are provided in Section 7. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not Opt Out from the Class and the release of the Released Class Claims, you will be subject to any judgment that is entered in the Civil Actions, including the release of the Released Class Claims, as applicable, as described above.

**OPTION A. Do Nothing and Receive a Settlement Payment. You do not need to do anything in order to receive a Settlement Payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement Payment so long as the Settlement is approved and becomes final. You consent to the release of Released Class Claims and Released PAGA Claims, as applicable.**

**Please keep your address current. To assist the Court and the parties in maintaining accurate lists of Class Members, please provide notice of any changes in your address to the Settlement Administrator.**

**OPTION B. Exclude Yourself from the Settlement.** You will be bound by the terms of the Settlement and the release of Released Class Claims unless you submit a timely and signed written request to be excluded from the Settlement as set forth in Attachment B ("Opt Out Form"). To exclude yourself from the Settlement you must submit the Opt Out Form to the Settlement Administrator by email, fax, or mail at the following address, postmarked before the end of the Response Deadline of [INSERT DATE]:

*Trinh, et al. v. Golden State Overnight Delivery Service, Inc., et al.* Civil Action Settlement  
CPT Group, Inc.  
[Address]  
[City, State Zip]  
[Fax #] [Email]

In order to be valid, your Opt Out Form must (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (2) be signed by you, or your lawful representative attesting that you wish to exclude yourself from the Settlement and to opt out of the Class and the release of the Released Class Claims (“Opt Out Signature”); and (3) be postmarked, faxed, or emailed before the end of the Response Deadline. All Opt Out Form’s must be submitted before the end of the Response Deadline or within the extended deadline if the Notice is returned as undeliverable with forwarding address provided by the United States Postal Service, as applicable. If you do not submit a timely and valid Opt Out Form, you will be deemed a Settlement Class Member and you will be bound by the release of Released Class Claims, as described herein and all other terms of the Settlement. **If you timely submit a valid, signed Opt Out Form, you will still be bound by the release of the Released PAGA Claims, and you will receive your PAGA Payment Share if you are a PAGA Employee but you will not be entitled to any Individual Settlement Payment as a result of the Civil Action and Settlement and you will not be bound to the Settlement’s release of Released Class Claims. You cannot object to the Settlement if you submit a valid, signed Opt Out Form.**

**OPTION C. Objecting to the Settlement:** Any Settlement Class member who has not submitted a request for exclusion may object to the terms of the Settlement. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection (“Objection”) to the Settlement Administrator by email, fax, or mail at the address listed above.

If you submit a written objection, the Objection must: (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (2) state the grounds for the objection; (3) be signed by you or your lawful representative; and (4) be postmarked, faxed, or emailed before the end of the Response Deadline of [DATE], which is 60 days after the mailing of the Notice. All Objections must be submitted before the end of the Response Deadline or within the extended deadline if the Notice is returned as undeliverable with forwarding address provided by the United States Postal Service, as applicable. You can also hire an attorney at your own expense to represent you in your objection.

Any Class Member may object to the Settlement either by mailing a written objection using the process described above or by appearing at the Final Approval Hearing and making an oral objection before the Court, regardless of whether or not the Class Member timely mailed a written Objection to the Settlement Administrator. The Court, in its sole discretion, may permit any member of the Class to address the Court at the Settlement Approval Hearing and may consider any statements made by a Class Member.

If the Court rejects your objection, however, you will be bound by the terms of the Settlement. Persons who exclude themselves from the Settlement may not submit objections to the Settlement or appear at the Final Approval Hearing.

**Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims, as applicable, as set forth above, unless the Settlement is not finally approved by the Court.**

**OPTION D. Submit an Optional Workweek Dispute Form.** If you believe that your Qualifying Workweeks and/or PAGA Workweeks set forth below and on the Workweek Dispute Form (Attachment A) are not correct, you may complete and submit the Workweek Dispute Form to request a correction. You will still consent to the release of Released Class Claims and Released PAGA Claims, as applicable.

## **4. Summary of Proposed Settlement**

### **A. What are the Terms of the Settlement?**

Subject to final Court approval, Defendants have agreed to pay Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount includes: Individual Settlement Payments to Settlement Class Members; the Court-approved Class Representative Enhancement Awards to Plaintiffs; the Court-approved attorneys’ fees and costs to Class Counsel; the Settlement Administration Costs; and payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Employees for PAGA penalties, described below. Defendants will pay the employers share of any payroll taxes separately from the Gross Settlement Amount.

The “Net Settlement Amount” is the remainder of the Gross Settlement Amount after the deductions have been made for the following terms: (1) up to \$880,000 (40% of the Gross Settlement Amount) for Class Counsel’s attorneys’ fees; (2) Class Counsel’s actual litigation costs up to \$40,000; (3) the costs of the settlement administration estimated to be \$30,000; (4) a payment of \$56,250.00 to LWDA for its portion of PAGA penalties, and (4) up to \$15,000 to Plaintiff Trinh and \$10,000 to Plaintiff Quijada for a total of \$25,000 for serving as Class Representatives.

### **B. How are Settlement Payments Calculated?**

#### **a. Net Settlement Amount**

Individual Settlement Payments to each Settlement Class Member shall be determined based on the number of Qualifying Workweeks worked by the Settlement Class Member during the applicable Class Period. “Qualifying Workweeks” means the total number of workweeks that were actually worked by each Class Member as a non-exempt courier driver when the individual was paid on a piece rate or other non-hourly system by Defendants during the Class Period based on Defendants’ records. The Net Settlement Amount shall be divided by the total number of Qualifying Workweeks for all Settlement Class Members during the respective Class Period. The result of this division shall yield a Workweek Payment Rate for Settlement Class Members. The gross amount of each Settlement Class Member’s Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks applicable to that Settlement Class Member by the Workweek Payment Rate. Governmentally-required employee tax withholdings shall be deducted from that portion of each Individual Settlement Payment allocated as wages.

#### **b. PAGA Payment Share**

The Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) PAGA Payment to the PAGA Employees (which represents 25% of the \$75,000 allocated to settlement of PAGA claims), shall be divided by the total number of PAGA Workweeks for all PAGA Employees during the PAGA Period. “PAGA Workweeks” means the total number of workweeks that were actually worked by each PAGA Employee as a non-exempt courier driver when the individual was paid on a piece rate or other non-hourly system by Defendants during the PAGA Period based on Defendants’ records. The result of this division shall yield a PAGA Workweek Payment Rate for PAGA Employees. The gross amount of each PAGA Employee’s PAGA Payment Share shall be calculated by multiplying the number of PAGA Workweeks applicable to that PAGA Employee by the PAGA Workweek Payment Rate.

#### **c. Tax Reporting**

For tax reporting purposes, twenty-five percent (25%) of the amount of each Individual Settlement Payment to each Settlement Class Member shall be allocated to their respective alleged unpaid wage claims and shall be paid net of all applicable employment taxes, including any federal, state, and/or local



in issue tax withholding requirements and the employee share of FICA taxes. Seventy-five percent (75%) of the amount of each Individual Settlement Payment to each individual Settlement Class Member shall be allocated to alleged penalties and interest and shall not be subject to withholding. Payment will be allocated to penalties, interest, and unreimbursed expenses, for which you receive a 1099 form.

PAGA Payment Shares will be allocated entirely as penalties and will be included on an IRS Form 1099 to each PAGA Employee. Each Settlement Class Member, PAGA Employee, Class Counsel, and Class Representatives shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of any payment received. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member are unique to him/her, and each Settlement Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

## **6. How much will my payment be?**

**Defendants' records reflect that you are a: Class Member [and PAGA Employee].**

**Defendants' records reflect that you have <<\_\_\_\_\_>> Qualifying Workweeks as a Class Member during the Class Period (December 17, 2016 through January 14, 2022 OR July 27, 2014 through January 14, 2022). The estimated Workweek Payment Rate for Settlement Class Members is <<\_\_\_\_\_>>.**

**Based on this information, your estimated Individual Settlement Payment prior to tax withholdings is <<\_\_\_\_\_>>. Please note that because additional persons may file claims, Opt-Out or challenge their Qualifying Workweeks, your actual gross share may be more or less, in addition, because tax withholdings and payments must be made with respect to a portion of this gross amount, your net payment will be less than your gross share.**

**Defendants' records reflect that you have <<\_\_\_\_\_>> PAGA Workweeks during the PAGA Period (December 17, 2016 through January 14, 2022 OR October 11, 2016 through January 14, 2022). The estimated PAGA Workweek Payment Rate for PAGA Employees is <<\_\_\_\_\_>>.**

**Based on this information, your estimated PAGA Payment Share is <<\_\_\_\_\_>>. Please note that because additional persons may file claims or challenge their workweeks, your actual gross share may be more or less.**

If you believe that your Qualifying Workweeks and/or PAGA Workweeks (if applicable) are not correct and believe you are entitled to payment based upon a different number of workweeks, then you must complete and submit your Workweek Dispute Form (Attachment A) to the Settlement Administrator along with any Proof of Work that you may have to support your position regarding the number of Qualifying Workweeks and/or PAGA Workweeks. "Proof of Work" means document(s) that a Class Member and/or PAGA Employee may submit to the Settlement Administrator to show that he or she is entitled to payment based upon a different number of Qualifying Workweeks and/or different number of PAGA Workweeks than the numbers calculated by the Settlement Administrator based on Defendants' data.

To be accepted, the Workweek Dispute Form and any supporting Proof of Work that you provide contesting the data must be postmarked, emailed, or faxed to the Settlement Administrator no later than thirty (30) days after the date of mailing of the Notice, which is \_\_\_\_\_ [thirty (30) days after the mailing of the Notice] ("Workweek Dispute Deadline"). The Settlement Administrator, Class Counsel, and Defense Counsel will review your Workweek Dispute Form and any supporting

documentation that you provide, as well as Defendants' records, to resolve any disputes regarding the accurate number of Qualifying Workweeks and/or PAGA Workweeks. Please be advised that the number of Qualifying Workweeks and/or PAGA Workweeks listed above will be deemed correct unless you challenge the workweeks as stated above.

**If the Settlement is approved by the Court, Settlement Class Members will be mailed checks for their Individual Settlement Payments and PAGA Payment Shares, if applicable, which shall remain negotiable for 180-days from the date of mailing.**

Any Individual Settlement Payment checks and/or PAGA Payment Share checks that remain uncashed after 180-days from issuance shall be void and the Settlement Administrator shall pay the funds represented by such unredeemed checks as follows: to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members and/or PAGA Employees who did not cash their checks until such time that they claim their property. In such event, the Settlement Class Member and/or PAGA Employee shall nevertheless remain bound by the Settlement's Released Class Claims and/or Released PAGA Claims, as applicable. Notwithstanding the foregoing, the Settlement's Released Class Claims and/or Released PAGA Claims does not include any individual claim under Section 16(b) of the FLSA, 29 U.S.C. 216(b), as to a Settlement Class Member who does not opt-in to the Settlement by cashing, depositing or endorsing his or her Individual Settlement Payment check, to the extent that opting-in is required to release such FLSA claims.

Any amount paid to Settlement Class Members and/or PAGA Employees will not count or be counted for determination of eligibility for, or calculation of, any employee benefits, or otherwise modify any eligibility criteria under any collective bargaining agreement, employee pension benefit plan or employee welfare plan sponsored by Defendants and/or the Released Parties, unless otherwise required by law.

## **5. What Do I Release Under the Settlement?**

### **Released Class Claims.**

Providing there is final approval of this Settlement, then as of the Effective Date, each Settlement Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge, and shall be deemed to have fully and finally released and discharged, the Released Parties, and each of them from the Released Class Claims. The Released Class Claims with respect to the Settlement Class Members include all claims, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description, whether known or unknown, that were alleged in the Complaint or Civil Action 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 or Civil Action against any of the Released Parties, including, but not limited to, failure to pay wages including, but not limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, on-duty and/or short meal and/or rest periods, failure to pay separately and hourly at the applicable rate for rest and recovery periods, failure to pay wages semi-monthly at designated times, failure to pay wages upon termination and failure to provide accurate itemized wage statements, penalties, damages, interest, costs or attorneys' fees, and violations of any other state or federal law, whether for economic damages, non-economic damages, liquidated damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, to the extent necessary to effect a full and complete release of the Released Class Claims, including, but not limited to, all claims under any common laws, contract, the Fair Labor Standards Act ("FLSA"), Cal. Code of Regulations, Title 8,

Sections 11000, *et seq.*, Wage Order 9 or any other applicable Wage Order, California Labor Code Sections 200-204, 208, 210, 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194-1197.1, 1198, and 1199, and any related provisions, the California Code of Civ. Proc. Section 1021.5, and/or the California Business & Professions Code Sections 17200, *et seq.* This release shall extend to all such claims accrued during the Class Period. Notwithstanding the foregoing, Released Class Claims do not include any individual claim under Section 216(b) of the FLSA, 29 U.S.C. § 216(b), as to a Settlement Class Member who does not opt-in to the Settlement by cashing, depositing, or endorsing his or her Individual Settlement Payment check, to the extent that opting-in is required to release such FLSA claims.

This means that, if you do not timely exclude yourself from the Class and the release of the Released Class Claims, you cannot pursue a separate legal action, continue a separate legal action, or be part of any other lawsuit against Defendants and any other Released Party for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Civil Actions will apply to you and legally bind you.

### **Released PAGA Claims.**

Providing there is final approval of this Settlement, then as of the Effective Date, each PAGA Employee (including Plaintiffs on behalf of themselves, the State of California and all PAGA Employees), individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released PAGA Claims. The Released PAGA Claims means all claims, 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, that were alleged in the Complaint, Civil Action, or PAGA Letters 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, Civil Action, or PAGA Letters against Defendants or any of the Released Parties, including, but not limited to, failure to provide meal and rest periods, failure to pay wages including, but not limited to, overtime wages and minimum wages, unpaid compensation or premium pay arising out of missed, late, on-duty and/or short rest periods, failure to pay separately and hourly at the applicable rate for rest and recovery periods, failure to pay wages semi-monthly at designated times, failure to pay wages upon termination, failure to provide accurate itemized wage statements, and penalties, costs or attorneys' fees, to the extent necessary to effect a full and complete release of the Released PAGA Claims. This release shall extend to all such claims accrued during the PAGA Period. This release shall be binding on all PAGA Employees regardless of whether they submit a valid Opt Out from the Class.

### **Released Parties.**

The Released Parties in the Release means Defendants Golden State Overnight Delivery Service, Inc. (n/k/a General Logistics Systems US, Inc.) and General Logistics Systems US, Inc., and each of their respective present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of their respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing.

### **3. Who are the attorneys representing the Parties?**

The attorneys representing the Parties in the Civil Actions are:

**Class Counsel**

Edward Lara  
Linda Luna Lara  
Hiromi Parks  
LARA & LUNA APC  
6131 Orangethorpe Ave., Suite 215  
Buena Park, California 90620  
Telephone: 562-444-0010  
*Attorneys for Plaintiff DE TRINH and the Putative Class*

Michael H. Kim  
MICHAEL H. KIM, P.C.  
1633 Bayshore Highway, Suite 333  
Burlingame, CA 94010  
Telephone: 650-697-8899  
*Attorneys for Plaintiff NOE QUIJADA and the Putative Class*

**Defense Counsel**

Mara D. Curtis  
Brittany M. Hernandez  
REED SMITH LLP  
355 South Grand Avenue, Suite 2900  
Los Angeles, CA 90071  
*Attorneys for Defendants Golden State Overnight Delivery Service, Inc. (n/k/a General Logistics Systems US, Inc.) and General Logistics Systems US, Inc.*

**8. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Enhancement Awards to Plaintiffs, the settlement administration costs, and the payment to the LWDA and PAGA Employees for PAGA penalties on \_\_\_\_\_, 2022 at \_\_\_\_\_ .m. in Department CX-104 of the Orange County Superior Court – Civil Complex Center at 751 West Santa Ana Blvd., Santa Ana, California 95113. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment, although any Class Member is welcome to attend. Class Members who wish to appear at the Final Approval Hearing may contact Class Counsel to arrange a telephonic appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member will be paid by Class Counsel.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys’ fees and costs, the Enhancement Awards to the Class Representatives, the PAGA Payment, or any other aspect of the Settlement.

**9. How do I get more information about the Settlement?**

You may call the Settlement Administrator at \_\_\_\_\_ or write to *Trinh v. Golden State Overnight Delivery Service, Inc., et al.* Civil Action Settlement, c/o \_\_\_\_\_ or email at \_\_\_\_\_; or contact Class Counsel at the addresses provided above.

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by contacting Class Counsel or may view the documents at [http://\\_\\_\\_\\_\\_](http://_____).

*You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment and PAGA Payment Share if applicable.*

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

## **EXHIBIT 2**

**WORKWEEK DISPUTE FORM**

*Trinh, et al. v. Golden State Overnight Delivery Service, Inc., et al.*

Superior Court of the State of California, County of Orange, Case No. 30-2017-00961719-CU-WT-CXC (consolidated with Case No.: 30-2019-01081231-CU-WT-CXC in the Superior Court of the State of California, County of Orange)

IF YOU DISAGREE WITH THE NUMBER OF QUALIFYING WORKWEEKS AND/OR PAGA WORKWEEKS AND BELIEVE YOU ARE ENTITLED TO PAYMENT BASED UPON A DIFFERENT NUMBER OF WORKWEEKS THAN THE NUMBERS CALCULATED BY THE SETTLEMENT ADMINISTRATOR BASED UPON DEFENDANTS’ RECORDS, YOU MAY SUBMIT THIS OPTIONAL WORKWEEK DISPUTE FORM TO THE SETTLEMENT ADMINISTRATOR TO INFORM IN WRITING OF THE BASIS FOR CONTESTING ANY OF THE ASSIGNED WORKWEEKS ON OR BEFORE THE WORKWEEK DISPUTE DEADLINE WHICH IS \_\_\_\_\_ [thirty (30) days after the mailing of the Notice]

PART 1: PERSONAL INFORMATION

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Last Four Digits of your Social Security Number (for identification purposes only) \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

PART 2: EMPLOYMENT DATA

The Court has certified, for settlement purposes only, the following Class (“Class”):

All non-exempt courier drivers who are or were paid on a piece rate or other non-hourly system at any of Defendants’ locations in California at any time during the Class Period. The Class Period is December 17, 2016 through January 14, 2022. The Class Period for all Class Members who: (1) opted out of; or (2) were not class members in the settlement of *Sergey Kostyuk v. Golden State Overnight Delivery Service, Inc.*, Alameda County Superior Court Case No. RG14727191 (“*Kostyuk*”), is July 27, 2014 through January 14, 2022.

The Court has ordered, for settlement purposes only, that PAGA Employees are defined as:

All non-exempt courier drivers who are or were paid on a piece rate or other non-hourly system at any of Defendants’ locations in California at any time during the PAGA Period.

The PAGA Period means the period from December 17, 2016 through January 14, 2022. The PAGA Period for all PAGA Employees who: (1) opted out of; or (2) were not class members in the settlement of *Kostyuk* is October 11, 2016 through January 14, 2022.

**Defendants’ records reflect that you are a: Class Member [and PAGA Employee].**

**Defendants’ records reflect that you have <<\_\_\_\_\_>> Qualifying Workweeks as a Class Member during the Class Period (December 17, 2016 through January 14, 2022 OR July 27, 2014 through January 14, 2022). Based on this information, your estimated Individual Settlement Payment prior to tax withholdings is <<\_\_\_\_\_>>.**

**Defendants’ records reflect that you have <<\_\_\_\_\_>> PAGA Workweeks during the PAGA Period (December 17, 2016 through January 14, 2022 OR October 11, 2016 through January 14, 2022). Based on this information, your estimated PAGA Payment Share is <<\_\_\_\_\_>>.**

If you disagree with the number of Qualifying Workweeks and/or PAGA Workweeks listed above, please write below the reasons you believe an additional amount is owed, and attach Proof of Work (*i.e.*, any documents that you have to support your position). Please be advised that the number of Qualifying Workweeks and/or PAGA Workweeks listed above will be deemed correct unless you challenge the workweeks as stated above.

Reasons Why You Believe An Additional Amount Is Owed:

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**PART 3: PROOF OF WORK**

“Proof of Work” means document(s) that a Class Member and/or PAGA Employee may submit to the Settlement Administrator to show that he or she is entitled to payment based upon a different number of Qualifying Workweeks and/or different number of PAGA Workweeks than the numbers calculated by the Settlement Administrator based on Defendants’ data.

To be accepted, your Proof of Work contesting the data must: (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only) above in Section 1; (2) state, in writing, the reasons why you believe an additional amount is owed above in Section 2; (3) be signed by you or your legal representative above in Section 1; and (4) must be postmarked, emailed, or faxed to the Settlement Administrator no later than thirty (30) days after the date of mailing of the Notice, which is \_\_\_\_\_ [thirty (30) days after the mailing of the Notice] (“Workweek Dispute Deadline”). Adequacy of the Proof of Work submitted will be evaluated by Class Counsel, Defense Counsel, and Settlement Administrator. In the event of a disagreement, the Settlement Administrator will make the final decision.

PART 4: INSTRUCTIONS TO SUBMIT WORKWEEK DISPUTE FORM AND PROOF OF WORK

Please mail, email, or fax this completed optional Workweek Dispute Form to the Settlement Administrator at the address listed below. Your completed Workweek Dispute Form must be postmarked on or before [Workweek Dispute Deadline], or else the number of Qualifying Workweeks and/or PAGA Workweeks listed above will be deemed correct, and if the Settlement is approved by the Court, Settlement Class Members will be mailed checks for their Individual Settlement Payments and PAGA Payment Shares, if applicable, based on the number of Qualifying Workweeks and/or PAGA Workweeks listed above. The address of the Settlement Administrator is:

*Trinh, et al. v. Golden State Overnight Delivery Service, Inc., et al.* Civil Action Settlement  
CPT Group, Inc.  
[Address]  
[City, State Zip]  
[Fax #] [Email]

PART 5: QUESTIONS

IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT, YOU MAY CONTACT CLASS COUNSEL **BEFORE** THE WORKWEEK DISPUTE DEADLINE TO SUBMIT THIS FORM

The attorneys representing the Parties in the Civil Actions are:

**Class Counsel**

Edward Lara  
Linda Luna Lara  
Hiromi Parks  
LARA & LUNA APC  
6131 Orangethorpe Ave., Suite 215  
Buena Park, California 90620  
Telephone: 562-444-0010  
*Attorneys for Plaintiff DE TRINH and the Putative Class*

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1663 Bayshore Highway, Suite 333  
Burlingame, CA 94010  
Telephone: 650-697-8899  
*Attorneys for Plaintiff NOE QUIJADA and the Putative Class*

**Defense Counsel**

Mara D. Curtis  
Brittany M. Hernandez  
REED SMITH LLP  
355 South Grand Avenue, Suite 2900  
Los Angeles, CA 90071  
*Attorneys for Defendants Golden State Overnight Delivery Service, Inc. (n/k/a General Logistics Systems US, Inc.) and General Logistics Systems US, Inc.*



## **EXHIBIT 3**

**OPT OUT FORM**

**REQUEST FOR EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

*Trinh, et al. v. Golden State Overnight Delivery Service, Inc., et al.*

Superior Court of the State of California, County of Orange, Case No. 30-2017-00961719-CU-WT-CXC (consolidated with Case No.: 30-2019-01081231-CU-WT-CXC in the Superior Court of the State of California, County of Orange)

CPT Group, Inc.  
[Address]  
[City, State Zip]  
[Fax #] [Email]

**COMPLETE THIS FORM IF YOU DO NOT WANT TO RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT IN THE CLASS ACTION SETTLEMENT ONLY**

**THIS OPT OUT FORM ALLOWS YOU TO EXCLUDE YOURSELF FROM THE CLASS ACTION SETTLEMENT ONLY. YOU WILL STILL RECEIVE YOUR PAGA SETTLEMENT PAYMENT IF YOU ARE A PAGA EMPLOYEE.**

**THIS OPT OUT FORM MUST BE POSTMARKED, FAXED, OR EMAILED BY NO LATER THAN [RESPONSE DEADLINE]**

<<Name>> \_\_\_\_\_  
<<Address1>> \_\_\_\_\_  
<<Address2>> \_\_\_\_\_  
<< City State Zip Code>> \_\_\_\_\_  
Last Four Digits of your Social Security Number (for identification purposes only): \_\_\_\_\_

**INSTRUCTIONS**

**If you do not want to participate in the Settlement as a Settlement Class Member as explained in the Notice of Class Action and PAGA Settlement, you may exclude yourself (“opt out”). If you opt out: (a) you will not receive an Individual Settlement Payment under the Settlement; (b) you will not be bound by the release of Released Class Claims; and (c) you cannot object to the Settlement and be heard at the Final Fairness and Approval Hearing.**

**You will still receive your PAGA Settlement Payment if you are a PAGA Employee and you will still be bound by the release of Released PAGA Claims.**

To opt out, you must fill out, sign, and return this Opt Out Form to the Settlement Administrator at the address listed above. To be timely, your Opt Out Form must be postmarked, faxed, or emailed before the end of the Response Deadline noted above.

**OPT OUT SIGNATURE**

By signing this Opt Out Form, I hereby request to exclude myself from the Class Action Settlement. By signing and returning this Opt Out Form, I understand that I will not receive an Individual Settlement Payment under the Class Action Settlement and I will have no right to object to the Class Action Settlement and be heard at the Final Fairness and Approval Hearing.

Dated: \_\_\_ / \_\_\_ / \_\_\_\_\_

\_\_\_\_\_

*Signature*<sup>1</sup>

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<sup>1</sup> This Opt Out Form must be signed by the Class Member or his or her lawful representative in the case of the Class Member's death or incapacity.