

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Andrew Gummow (“Plaintiff”) and defendant General Logistics Systems U.S., Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the lawsuit *Andrew Gummow v. General Logistics Systems U.S., Inc.*, Contra Costa County Superior Court Case No. MSC20-02038, initiated on or about October 8, 2020, alleging violations of the California Labor Code, California Business and Professions Code §§ 17200, et seq., and California common law.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to request that the Court appoint to administer the Settlement.
- 1.3. “Administration Expenses” or “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid and/or estimate submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means, for the purposes of the Individual PAGA Payment, all current and former nonexempt employees of Defendant, paid by Defendant as W2 employees, who worked out of one or more of Defendant’s California Facilities at any time between January 30, 2020 and the date of Preliminary Approval.
- 1.5. “Class” means all current and former nonexempt employees of Defendant, paid by Defendant as W2 employees, who worked out of one or more of Defendant’s California Facilities at any time between January 30, 2020 and the date of Preliminary Approval.
- 1.6. “Class Counsel” means Joshua Konecky, Nathan Piller, and Sarah McCracken of Schneider Wallace Cottrell Konecky LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including, to the extent available, the Class Member’s name, last-known mailing address, Social Security number, email address, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English (with a Spanish translation) in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from January 30, 2020 to the date of Preliminary Approval.
- 1.13. “Class Representative” means, Andrew Gummow, the named Plaintiff in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Contra Costa.
- 1.16. “Defense Counsel” means Eileen Ridley, Alan Ouellette, Kaleb Berhe, and Jason Wu of Foley & Lardner LLP.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement and such objection is not withdrawn, and if an appeal, review, or writ is not sought from the Judgment, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal, review, or writ from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.20. *[Intentionally omitted.]*
- 1.21. “Gross Settlement Amount” means \$380,000.00, which is the maximum total amount Defendant agrees to pay under this Agreement. The Gross Settlement Amount will be used to pay, without limitation, Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the formula set forth in Section 3.2.4.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Total PAGA Payment calculated according to the according to the formula set forth in Section 3.2.5.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA payments paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court, including, without limitation: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the provisions of the Settlement pertaining to Individual Class Payments by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any Pay Period (as defined in Section 1.47 below) during which an Aggrieved Employee worked for Defendant for at least one day during said Pay Period during the PAGA Period, based on Defendant’s records.
- 1.30. “PAGA Period” means the period from January 30, 2020 to the date of Preliminary Approval.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notices” means Plaintiff’s July 24, 2020 and January 21, 2021 letters to Defendant and the LWDA providing notice pursuant to Labor Code §§ 2699.3(a)

and (f). The PAGA Notices, along with the First Amended Complaint, are attached hereto as Exhibit B and incorporated herein by reference.

- 1.33. “Total PAGA Payment” means the total amount of PAGA payment in the amount of \$38,000 paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$9,500.00) and the 75% to LWDA (\$28,500.00) in settlement and complete and full release of all PAGA claims, subject to Court approval. 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, such amount shall be deducted from the Gross Settlement Amount and such additional amount together with the original amount set forth in this Agreement as the “Total PAGA Payment” shall be, after Court’s determination, be referred to as “Total PAGA Payment” and such new Total PAGA Payment shall be allocated between the Aggrieved Employees and the LWDA pursuant to the same percentages as set forth in this paragraph.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement pertaining to Individual Class Payments.
- 1.35. “Plaintiff” means Andrew Gummow, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.40. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) postmark any Requests for Exclusion from the Settlement, or (b) postmark any written Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period, based on Defendant’s records.
- 1.45. “Adjusted Workweek” means Workweek, except that a Workweek with any date falling between January 30, 2020 and July 31, 2020 is valued as two (2) Workweeks for purposes of the distribution formulas at Section 3.2.4 below.
- 1.46. “California Facilities” means any hub, depot, or similar facility located in California from which Defendant operated and hired employees to engage in package shipping, sorting, delivery, and similar activities during the Class Period.
- 1.47. “Pay Period” means any period of time spanning (1) the 1st day of a month to the 15th day of a month; or (2) the 16th day of a month to the last day of a month.
- 1.48. “Adjusted PAGA Pay Period” means PAGA Pay Period, except that a PAGA Pay Period with any date falling between January 30, 2020 and July 31, 2020 is valued as two (2) PAGA Pay Periods for purposes of the distribution formulas at Section 3.2.5 below.
- 1.49. “First Amended Complaint” means the operative First Amended Complaint filed on or around March 25, 2021 in the Action.
- 1.50. “Complaint” means the original Complaint filed on or around October 7, 2020 in the Action.

2. RECITALS.

- 2.1. On October 8, 2020, Plaintiff commenced this Action by filing a complaint in the Superior Court for the State of California, County of Contra Costa alleging claims under California Labor Code § 2802, the California Private Attorneys General Act (Labor Code §§ 2698 et seq.), California Business and Professions Code §§ 17200 et seq., and the California common law of nuisance.
- 2.2. The Complaint in this matter brought claims related to employee health and safety and reimbursement for personal protective equipment in connection with the COVID-19 pandemic. On December 28, 2020, Defendant brought a demurrer, which the parties fully briefed. The Court granted in part and denied in part the demurrer.
- 2.3. On March 25, 2021, Plaintiff filed a First Amended Complaint alleging claims under California Labor Code § 2802, the California Private Attorneys General Act (Labor Code §§ 2698 et seq.), and California Business and Professions Code §§ 17200 et seq. Defendant denies the allegations in the First Amended Complaint, denies any failure to comply with the laws identified in in the First Amended

Complaint, and denies any and all liability for the causes of action alleged. The First Amended Complaint and underlying PAGA Notices are attached hereto as Exhibit B and incorporated herein by reference.

- 2.4. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.5. After resolving the pleadings, the parties engaged in discovery to address the claims and defenses in the case, and the suitability for the case to proceed as a class action. The parties propounded and responded to written discovery, produced over 800 pages of documents, and took the depositions of Plaintiff and Defendant's Person Most Qualified designee witness.
- 2.6. On April 18, 2022, Plaintiff filed a motion for class certification.
- 2.7. With that motion pending, the Parties attended a mediation on July 19, 2022 with the Honorable William Cahill (Ret.), a well-respected and experienced mediator with experience in employment disputes. The Parties did not resolve the matter on July 19, 2022, but continued to negotiate the terms of a potential resolution over the next five weeks. On August 29, 2022, the Parties reached an agreement on the core terms of a settlement on a class basis. The Parties' agreement is now memorialized herein.
- 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant agrees to pay \$380,000.00 and no more or less as the Gross Settlement Amount from which all payments will be made inclusive of any attorneys' fees and costs and administrative costs. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3. of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative, of not more than \$5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek

Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing, or on another date the Court may set or allow. This is not a material term of this Settlement, such that if the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, or on another date the Court may set or allow. This is not a material term of this Settlement, such that if the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$17,000 the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Adjusted Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Adjusted Workweeks. As defined in Section 1.45 above, a Workweek occurring between January 30, 2020 and July 31, 2020 is counted as two (2) Adjusted Workweeks. The formula set forth herein is not a material term of the Settlement and the Parties will expeditiously and in good faith agree upon an alternative formula to the

extent one is required or advised by the Court to obtain Preliminary and/or Final Approval. The formula set forth herein is not, and should not be construed as, an admission of liability by Defendant, nor an admission by Defendant that any of the allegations in the Complaint and First Amended Complaint have merit.

3.2.4.1 Minimum Individual Class Payment: The minimum Individual Class Payment will be \$25.00. In the event the foregoing distribution formula results in an Individual Class Payment(s) falling below \$25.00, any such payments will be increased to the \$25.00 minimum and all other Individual Class Payments will be adjusted pro rata to account for this floor, subject to the total Net Settlement Amount. The minimum Individual Class Payment is not a material term of the Settlement and the Parties will expeditiously and in good faith agree on a new minimum Individual Class Payment to the extent necessary or advised by the Court to obtain Preliminary and/or Final Approval.

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

3.2.5. To the LWDA and Aggrieved Employees: Total PAGA Payment in the amount of \$38,000 to be paid from the Gross Settlement Amount, with 75% (\$28,500) allocated to the LWDA PAGA Payment and 25% (\$9,500) allocated to the Individual PAGA Payments, subject to Court approval.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Total PAGA Payment (\$9,500) by the total number of PAGA Adjusted Pay Periods (as defined in Section 1.48 above) worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Adjusted PAGA Pay Periods. The formula set forth herein is not a material term of the Settlement and the Parties will expeditiously and in good faith agree upon an alternative formula to the extent one is required or advised by the Court to obtain Preliminary and/or Final Approval. The formula set forth herein is not, and should not be construed as, an admission of liability by Defendant, nor an admission by Defendant that any of the allegations in the Complaint and First Amended Complaint have merit.

3.2.5.2. If the Court approves Total PAGA Payments or any portion thereof of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. If the Court approves Total PAGA Payments or any portion thereof of more than the amount requested, the Administrator will adjust the Net Settlement Amount accordingly.

3.2.6. Tax Allocation of Individual Class Payments and Individual PAGA Payments. The Parties recognize that the Individual Class Payments and Individual PAGA Payments reflect settlement of a dispute over, in part, claimed business expenses, alleged health and safety violations, interest, and penalties, and that the Complaint does not include a claim for wages. Subject to Court approval, the Parties further agree to the following as a reasonable and fair allocation between expense reimbursement, interest and the Total PAGA Payment: eighty percent (80%) of the Individual Class Payments shall be allocated for disputed business expenses, and twenty percent (20%) of the Individual Class Payments shall be allocated to interest; further, one hundred percent (100%) of the Individual PAGA Payments will be allocated to penalties. Participating Class Members shall receive a 1099 form(s) for their Individual Class Payments if and to the extent required by law. In addition, the Administrator will report the Individual PAGA Payments on IRS 1099 Forms and Aggrieved Employees shall receive 1099 Forms for their PAGA Payments to the extent required by law. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments and shall hold harmless and indemnify the Released Parties in connection therewith. The tax allocation set forth herein is not a material term of the Settlement and the Parties will expeditiously and in good faith agree upon an alternative tax allocation to the extent one is required or advised by the Court to obtain Preliminary and/or Final Approval.

3.2.7. Settlement Checks. The Administrator may issue Participating Class Members one check containing the amounts of both their Individual Class Member Payment and Individual PAGA Payment combined, so long as issuing one check with both payments combined can be done consistently with required tax reporting; otherwise the Administrator will issue separate checks for the Individual Class Payment and Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 2,300 Class Members who collectively worked a total of 98,000 Workweeks, and 2,300 Aggrieved Employees who worked a total of 44,000 PAGA Pay Periods. These estimates will be updated pursuant to Section 4.2 below.

- 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. However, the Administrator may share an individual Class Member's Class Data with Class Counsel in response to affirmative outreach from the individual Class Member and to the extent necessary for Class Counsel to fulfill their duties to the Class, in which case Class Counsel also agree to use the Class Data only for purposes of this Settlement and restrict access to the Class Data to those who need access to the Class Data to fulfill their duties to the Class. Class Counsel shall not use Class Data for any reason other than the administration of the settlement. Defendant has a continuing duty to promptly notify the Administrator and Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator shall effectuate the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment to the extent consistent with tax

reporting requirements; otherwise the Administrator will issue separate checks for the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved cy pres recipient. The parties request that Worksafe be appointed as the Cy Pres Recipient. Worksafe is a nonprofit dedicated to promoting and protecting the basic right of all people to a safe and healthy workplace. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses).

5. *[Intentionally omitted.]*

6. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the allegations contained in the Complaint, First Amended Complaint or ascertained in the course of the Action, (b) all claims that could be otherwise based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled in the Complaint, the First Amended Complaint

and/or Plaintiff's PAGA Notices, and (c) all PAGA claims that were, or reasonably could have been, alleged, based on allegations contained in the Complaint, First Amended Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 6.2, below. Except as set forth in this Section, Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or law or Plaintiff's discovery of them.

Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns voluntarily and with the advice of counsel, waive 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, First Amended Complaint, or PAGA Notices or could have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices against Defendant or any of the Released Parties.

Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns voluntarily and with advice of counsel, waives and releases any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against any of the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to any and all acts, events and omissions occurring prior to the date of preliminary approval of this Agreement, that were alleged in the Complaint, First Amended Complaint, or PAGA Notices or could have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices against Defendant or any of the Released Parties.

Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Released Claims which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

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

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, voluntarily waive, release and discharge any and all claims, obligations, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, whether known or unknown, arising from or relating to any and all acts, events and omissions occurring prior to the date of Preliminary Approval, that were alleged in the Complaint, First Amended Complaint, or PAGA Notices or could have been alleged based on any facts, transactions, events, policies, occurrences,

acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices, including, without limitation, (a) any and all claims involving any alleged failure to reimburse employees for personal protective equipment or other items alleged to be reasonably necessary business expenditures related to the COVID-19 pandemic; and/or (b) any and all claims involving an alleged failure to maintain safe working conditions during the COVID-19 pandemic, against Defendant or any of the Released Parties.

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

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

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

7. MOTION FOR PRELIMINARY APPROVAL.

- 7.1. Plaintiff's Responsibilities. Plaintiff will prepare the documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the settlement of the Released PAGA Claims under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its estimate for administering the Settlement and attesting to its willingness to serve.
- 7.2. Duty to Cooperate. Class Counsel will circulate a draft of the proposed Motion for Preliminary Approval for comment to Defendant's counsel within a reasonable time before the filing of same such that Defendant may review and identify any material concerns. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received

and state the number of Class Members, Workweeks, and PAGA Pay Periods in the Class Data.

- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment and the estimated number of Workweeks, Adjusted Workweeks, PAGA Pay Periods, and Adjusted PAGA Pay Periods used to calculate the Class Members’ Individual Class Payment and Individual PAGA Payment. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search (skip trace), and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5. If the Administrator, Defendant or Class Counsel discovers or is contacted by any persons who should have been, or believe they should have been, included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion postmarked by the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be postmarked by the Response Deadline.

8.5.2. The Request for Exclusion must: (1) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (2) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; (3) be signed by the Class Member or his or her lawful representative; and (4) be postmarked, faxed, or emailed by the Response Deadline. Any Class Member who submits a completed, signed and timely written Request for Exclusion shall no longer be a member of the Class, shall be barred from participating in this Settlement with respect to the Individual Class Payments, shall be barred from objecting to this Settlement, and shall receive no benefit from this Settlement, except as set forth in Section 8.5.2.1. Any untimely or incomplete Opt Out shall be considered null and void. If a Class Member submits both a completed, signed and timely Proof of Work and a completed, signed and timely Opt Out, then the Opt Out shall be deemed invalid, and the Class Member shall be a Settlement Class Member and participate in this Settlement.

8.5.2.1. A valid Request for Exclusion from the Class does not affect the Released PAGA Claims, which shall be binding on all Aggrieved Employees regardless of the requested exclusion. The Settlement Administrator shall notify Class Counsel and Defense Counsel of the number of timely opt-outs within seven (7) days after the Response Deadline.

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject

to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks, Adjusted Workweeks, PAGA Pay Periods, and Adjusted PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks, Adjusted Workweeks, PAGA Pay Periods, and Adjusted PAGA Pay Periods (and dates pertaining to them) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks, Adjusted Workweeks, PAGA Pay Periods, and Adjusted PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks, Adjusted Workweeks, PAGA Pay Periods, and PAGA Pay Periods, as well as the Administrator's determinations with respect to such challenges, to Defense Counsel and Class Counsel upon request.
- 8.7. Objections to Settlement.
- 8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.
- 8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement or this Agreement.
- 8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. **CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 2,300 Class Members and 98,000 Total Workweeks during the Class period and (2) there were 2,300 Aggrieved Employees who worked 44,000 Pay Periods during the PAGA Period. These estimates will be updated pursuant to Section 4.2 above.

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

11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, or otherwise as the Court may set or allow, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

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

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by

revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including the Gross Settlement Amount, the non-reversionary requirement, and the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS.

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be

construed as an admission by Defendant that any of the allegations in the Complaint and First Amended Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information prior to the filing of the Motion for Preliminary Approval of Settlement. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

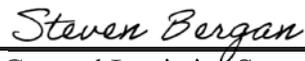
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors, heirs, trustees, executors, administrators and assigns of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, the date to bring a case to trial under CCP section 583.310 shall be extended pursuant to CCP section 583.330 for the entire period of this settlement process.
- 13.19. Fair, Reasonable, and Adequate Settlement. Plaintiff represents that this is a fair, reasonable, and adequate settlement and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential.
- 13.20. Governing Law. All terms of this Agreement and its exhibits shall be governed and interpreted by and according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 13.21. No Duress, Undue Pressure, or Influence. Plaintiff and Defendant acknowledge that they are entering into this Settlement as a free and voluntary act without

duress or undue pressure or influence of any kind or nature whatsoever, and that neither Plaintiff nor Defendant have relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement.



Andrew Gummow, Plaintiff



General Logistics Systems U.S., Inc.
Defendant



Counsel For Plaintiff



Counsel For Defendant

EXHIBIT A

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

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

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

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

The above estimates are based on GLS’s records showing that **you worked [REDACTED] weeks, or [REDACTED] twice-per-month pay periods (“PAGA Pay Periods”)**, between January 30, 2020 and **[insert date of Preliminary Approval]** (the “Class Period”). If you believe that you had more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that requires GLS to make payments under the Settlement and requires Participating and Non-Participating Class Members to give up their rights to assert certain claims against GLS.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>DO NOTHING</p>	<p>Receive compensation, but lose rights to sue separately.</p> <p>If you do nothing, you will receive compensation for the claims asserted in this lawsuit. You also will give up any rights to sue GLS separately about the same claims that were or could have been asserted in this lawsuit.</p>
<p>ASK TO BE EXCLUDED (OPT-OUT)</p> <p>The Opt-Out Deadline is </p>	<p>Get no compensation. Keep rights to sue separately.</p> <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members also cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. GLS must pay Individual PAGA Payments to all Non-Participating Class Members, and the Non-Participating Class Members must give up their rights to pursue the PAGA Released Claims (defined in Section 6 below).</p>
<p>COMMENT OR OBJECT</p> <p>Written Objections Must be Submitted by </p>	<p>Tell the Court why you like or don't like the Settlement.</p> <p>You must remain a member of the lawsuit to comment or object to the Settlement. This means you cannot object to the Class Settlement if you also are asking to be excluded from it.</p>
<p>You can dispute GLS's records regarding your number of workweeks if you believe they are inaccurate.</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the Class Period, respectively. The number Workweeks and number of PAGA Pay Periods you worked during the Class Period according to GLS's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by . See Section 4 of this Notice.</p>

**** GLS will not retaliate against you for any actions you take with respect to the proposed Settlement ****

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former GLS employee. The Action alleged GLS violated California workplace safety and wage laws by failing to take appropriate precautions to protect employees against infection during the COVID-19 pandemic and failing to reimburse employees for the purchase of personal protective equipment used at work during pandemic. Plaintiff asserted class action claims and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Plaintiff is represented by attorneys in the Action: Joshua Konecky, Nathan Piller, and Sarah McCracken of Schneider Wallace Cottrell Konecky LLP (“Class Counsel.”)

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

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

The Court has made no determination whether GLS or Plaintiff is correct on the merits. In the meantime, Plaintiff and GLS hired a retired judge to mediate the Action by having negotiations to reach a fair compromise, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and GLS have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, GLS does not admit any violations or concede the merit of any claim.

Plaintiff and Class Counsel believe the Settlement is a good result for you because they believe that: (1) GLS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members.

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

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

A. GLS Will Pay \$380,000.00 as the Gross Settlement Amount (“Gross Settlement”).

GLS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and payment to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, GLS will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court becomes final. The

Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement.

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

1. Up to one-third of the Gross Settlement (\$126,666.67) to Class Counsel for attorneys' fees and up to \$25,000 for their out-of-pocket litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment.
3. Up to \$17,000 (unless a greater amount is approved by the Court upon a showing of good cause) to the Administrator for services administering the Settlement, including preparing and sending this notice, processing settlement checks, providing information to taxing authorities, maintaining a settlement website and toll-free line for questions, and otherwise administering the settlement.
4. Up to \$38,000 under the Private Attorneys General Act (PAGA). Under PAGA, 75% of the PAGA allocation is sent to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities. The remaining 25% of the PAGA allocation is paid to the Participating and Non-Participating Class Members as Individual PAGA Payments based on how many Pay Periods they had in the Class Period.

C. Net Settlement Distributed to Class Members.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Tax Allocation:

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

Participating Employees shall receive 1099 Forms for their Individual PAGA Payments to the extent required by law.

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

E. Need to Promptly Cash Payment Checks.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

F. Requests for Exclusion from the Class Settlement (Opt-Outs).

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt-out or request exclusion from the Settlement. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion postmarked not later than [REDACTED]. The Request for Exclusion is a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against GLS.

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

G. The Proposed Settlement Will be Void if the Court Denies Final Approval.

It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal.

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

H. Administrator.

The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks

necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

I. Participating Class Members' Release.

After the Judgment is final and GLS has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against GLS or related entities for damages, reimbursement, or penalties based on the facts alleged in the Action and resolved by this Settlement.

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, voluntarily waive, release and discharge any and all claims, obligations, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, whether known or unknown, arising from or relating to any and all acts, events and omissions

occurring prior to the date of Preliminary Approval, that were alleged in the Complaint, First Amended Complaint, or PAGA Notices or could have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint, First Amended Complaint, or PAGA Notices, including, without limitation, (a) any and all claims involving any alleged failure to reimburse employees for personal protective equipment or other items alleged to be reasonably necessary business expenditures related to the COVID-19 pandemic; and/or (b) any and all claims involving an alleged failure to maintain safe working conditions during the COVID-19 pandemic, against Defendant or any of the Released Parties.

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

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

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

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

involving an alleged failure to maintain safe working conditions during the COVID-19 pandemic, against Defendant or any of the Released Parties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments.

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

B. Individual PAGA Payments.

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

C. Workweek/Pay Period Challenges.

The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the Class Period, as recorded in GLS's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out or request exclusion). The single check will combine the Individual Class Payment and the Individual PAGA Payment.

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and GLS are asking the Court to approve. At least 16 business days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website by going to <https://odyportal.cc-courts.org/Portal/Home/Dashboard/29> and searching for Case Number MSC20-02038.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award is entitled to object. **The deadline for sending written objections to the Administrator is [REDACTED].**

Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Andrew Gummow v. General Logistics Systems U.S., Inc.*, Contra Costa County Superior Court Case No. MSC20-02038) and include your name, current address telephone number, and approximate dates of employment for GLS and sign the objection. Section 9 of this Notice has the Administrator's contact information. Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 39 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (and/or hire a lawyer to attend). Check the Court's website, <https://www.cc-courts.org/civil/complex-litigation.aspx>, for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything GLS and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED].

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

Settlement Administrator:

Name of Company Email Address:

Mailing Address:

Telephone:

Fax Number:

Class Counsel:

Joshua Konecky, Nathan Piller, and Sarah McCracken

Schneider Wallace Cottrell Konecky LLP

2000 Powell Street, Suite 1400, Emeryville, CA 94608

Telephone: (415) 421-7100

smccracken@schneiderwallace.com

npiller@schneiderwallace.com

jkonecky@schneiderwallace.com

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

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. The contact information for the Administrator is in Section 9 above.

Title	GLS Settlement
File name	Gummow v. GLS - S...ean unsigned).pdf
Document ID	442b945c433e24d34343dcd1ccb35896781f8cff
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

02 / 24 / 2023

15:59:05 UTC-8

Sent for signature to Andrew Gummow (wsaleu@gmail.com) from mail@schneiderwallace.com
IP: 137.135.46.131



VIEWED

02 / 24 / 2023

16:00:47 UTC-8

Viewed by Andrew Gummow (wsaleu@gmail.com)
IP: 76.127.71.139



SIGNED

02 / 24 / 2023

16:22:11 UTC-8

Signed by Andrew Gummow (wsaleu@gmail.com)
IP: 76.127.71.139



COMPLETED

02 / 24 / 2023

16:22:11 UTC-8

The document has been completed.