

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, Carlos Silva, and Ddilon Cabezas (“Plaintiffs”) and defendant United Parcel Service, Inc. (“UPS”). The Agreement refers to Plaintiff and UPS collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against UPS captioned *Augustine, et al. v. United Parcel Service, Inc.*, Lead Case No. BC636468, initiated on October 5, 2016 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Atticus Administration, LLC (“Atticus”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee Group I” means all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS in California other than those employed at the Gardena, Main Street, and Olympic locations, any time from June 4, 2017 to the date a preliminary approval order is entered.
- 1.5 “Aggrieved Employee Group II” means all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS at the Gardena, Main Street, and Olympic locations at any time from October 5, 2015 to the date a preliminary approval order is entered.
- 1.6 “Aggrieved Employee” means a member of “Aggrieved Employee Group I” or “Aggrieved Employee Group II.”
- 1.7 “Class I” means all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS in California other than those employed at the Gardena, Main Street, and Olympic locations, any time from May 22, 2014 to the date a preliminary approval order is entered.

- 1.8 “Class II” means all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS at the Gardena, Main Street, and Olympic locations, any time from October 5, 2012 to the date a preliminary approval order is entered.
- 1.9 “Class Counsel” means Michael S. Morrison and Erin Lim of Alexander Morrison + Fehr LLP; Michael D. Singer, Isam C. Khoury, and Marta Manus of Cohelan Khoury & Singer; Jonathan M. Lebe of Lebe Law, APC; and Rodney Mesriani of Mesriani Law Group, APLC.
- 1.10 “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.
- 1.11 “Class Data” means Class Member identifying information in UPS’s possession: the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.12 “Class Member” or “Settlement Class Member” means a member of Class I or Class II as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.13 “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.
- 1.14 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. An English only notice is sufficient because UPS requires its employees to be proficient in English and communicates with its employees in English.
- 1.15 “Class Period I” means the period from May 22, 2014 to the date a preliminary approval order is entered. Class Period I applies to Class I.
- 1.16 “Class Period II” means the period from October 5, 2012 to the date a preliminary approval order is entered. Class Period II applies to Class II.
- 1.17 “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

- 1.18 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.19 “Court” means the Superior Court of California, County of Los Angeles.
- 1.20 “UPS” means named Defendant United Parcel Service, Inc., an Ohio Corporation.
- 1.21 “Defense Counsel” means James R. Evans, Ian A. Wright, and Kaitlin Owen of Alston & Bird LLP and Elizabeth A. Brown and Jennifer Svanfeldt of GBG LLP.
- 1.22 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Final 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, the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.23 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.24 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.25 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.26 “Gross Settlement Amount” means \$5,150,000 which is the total amount UPS agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.27 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during Class Period I or Class Period II.
- 1.28 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during PAGA Period I or PAGA Period II.
- 1.29 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.30 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.31 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, 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.
- 1.32 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee is employed by UPS and for whom UPS’s records indicate that the Aggrieved Employee performed work during their respective PAGA Period.
- 1.34 “PAGA Period I” means the period from June 4, 2017 to the date a preliminary approval order is entered. PAGA Period I applies to Aggrieved Employee Group I.
- 1.35 “PAGA Period II” means the period from October 5, 2015 to the date a preliminary approval order is entered. PAGA Period II applies to Aggrieved Employee Group II.
- 1.36 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.37 “PAGA Notices” means the following letters to UPS and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a): March 22, 2018 and May 4, 2018 Notices by Ddilon Cabezas; July 14, 2016 Notice by Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, and Carlos Silva; and March 5, 2020 Notice by Terry Jackson.
- 1.38 “PAGA Penalties” means the total amount of PAGA civil penalties, or \$200,000.00, to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$50,000.00) and the 75% to LWDA (\$150,000.00) in settlement of PAGA claims.
- 1.39 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.40 “Plaintiffs” means Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, Carlos Silva, and Ddilon Cabezas, the named plaintiffs in the Action.
- 1.41 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.42 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.44 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.45 “Released Parties” means: UPS and each of its former and present directors, officers, shareholders, employees, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.46 “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.
- 1.47 “Response Deadline” means 60 days after the Administrator mails Class Notice, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.48 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49 “Workweek” means any week during which a Class Member is employed by UPS and for whom UPS’s records indicate that the Class Member performed work during their respective Class Period.

## **2. RECITALS.**

- 2.1 On October 5, 2016, Plaintiffs Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, and Carlos Silva initiated the Action in Los Angeles Superior Court against United Parcel Service, Inc., Case No. BC636468 (the “*Augustine* Action”). The Augustine Action alleges that UPS (1) failed to pay minimum wages; (2) failed to pay proper overtime wages; (3) withheld part of wages; (4) failed to provide accurate itemized wage statements and maintain accurate payroll records; (5) failed to timely pay wages owed each pay period and upon cessation of employment; and (6) violated California's Unfair Competition Law by and through the aforementioned acts. In addition, the *Augustine* Action alleges a cause of action for civil penalties under the California Private Attorneys General Act (“PAGA”), Labor code sections 2698, *et seq.* The Class was defined as: “All non-exempt, small package car drivers employed by DEFENDANTS at the Gardena, Main Street, and Olympic hubs in California at any time from October 5, 2012 until final judgment.”

- 2.2 On May 22, 2018, Plaintiff Ddilon Cabezas initiated a related action entitled *Cabezas, et al. v. United Parcel Service, Inc. et al.* in the Los Angeles County Superior Court, Case No. BC705672 (the “*Cabezas Action*”), alleging UPS: (1) failed to pay proper minimum, regular, and overtime wages; (2) failed to reimburse business expenses; (3) failed to provide accurate itemized wage statements and maintain accurate payroll records; (4) failed to timely pay wages owed upon cessation of employment; and (5) violated California's Unfair Competition Law by and through the aforementioned acts. The Class was defined as: “All California-based hourly paid non-exempt delivery driver employees of UPS (and DOES 1-25) at any time from four years prior to the commencement of this action until the commencement of trial in the action as shown by UPS employment and payroll records.”
- 2.3 On June 4, 2018, Plaintiff Cabezas amended his complaint to seek civil penalties under the PAGA (“*Cabezas FAC*”) and on October 19, 2018, Plaintiff Cabezas further amended his complaint to add a second, narrower definition of the proposed class after meet and confer with all counsel (“*Cabezas SAC*”). The second proposed Class was defined as: “All California-based hourly non-exempt package delivery driver employees of UPS (and DOES 1-25) at any time from four years prior to the commencement of this action until the commencement of trial in the action as shown by UPS employment and payroll records who used their personal smartphone in the course of their employment and were subject to a policy and/or practice that did not provide for reimbursement of such expenses.”
- 2.4 On February 25, 2020, Plaintiffs filed a Motion for Leave to File an Amended Complaint and Consolidate Cases (the “*Motion*”), which sought to add additional factual allegations to the operative pleading and to combine the *Augustine* and *Cabezas* class actions for all purposes. At the hearing on Plaintiffs’ Motion on July 22, 2020, the Court denied Plaintiffs’ request to consolidate the cases for all purposes but ordered that the cases be consolidated for discovery and case management purposes and granted Plaintiffs’ request to amend the pleading. Pursuant to the Court’s Order, Plaintiffs’ Amended Consolidated Complaint (“*ACC*”) was deemed filed as of July 22, 2020.
- 2.5 Thereafter, the Parties stipulated to the filing of First Amended Consolidated Complaint (“*FACC*”), which was filed on October 5, 2020, to add supporting facts and a Second Amended Consolidated Class Action Complaint (“*SACC*”), which was filed on December 10, 2023, to clarify the temporal period of one of the proposed Classes.
- 2.6 On May 10, 2022 the Parties attended a full-day mediation with Honorable Gail Andler (Ret.) of JAMS via Zoom conference (“*First Mediation*”). The Parties could not resolve the Action after the First Mediation.
- 2.7 On September 9, 2022, Plaintiffs filed a Third Amended Consolidated Class Action Complaint (“*TACC*”) to clarify and refine the Classes and Subclasses Plaintiffs

sought to be certified. The TACC is the Operative Complaint in the Action. The TACC alleges the following causes of action against UPS: (1) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1, *et seq.*; (2) Failure to Reimburse Reasonable and Necessary Business Expenses in Violation of Cal. Labor Code § 2802; (3) Failure to Provide Accurate Wage Statements in Violation of Cal. Labor Code §§ 226(a)-(e); (4) Failure to Timely Pay Final Wages to Terminated or Resigned Employees in Violation of Cal. Lab. Code §§ 201-203; (5) Violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200-17208); (6) PAGA Civil Penalties for Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197, 1197.1 2699(f)(2)); (7) PAGA Civil Penalties for Failure to Reimburse Business Expenses (Labor Code § 2699(f)(2)); (8) PAGA Civil Penalties for Inaccurate Wage Statements (Labor Code § 226.3 and/or Labor Code § 2699(f)(2)); and (9) PAGA Civil Penalties for Late Pay (Labor Code § 210). The TACC is brought on behalf of three Classes: (1) Plaintiff Class I: All California-based hourly, non-exempt package car delivery drivers employed by UPS at any time from May 22, 2014 until the commencement of trial in this action, excluding drivers using personal vehicles to deliver packages for UPS; (2) Plaintiff Class II: All California-based hourly, non-exempt package car delivery drivers employed by UPS at the Gardena, Main Street, and Olympic Hubs from October 5, 2012 until the commencement of trial in this action, excluding drivers using personal vehicles to deliver packages for UPS; and (3) Plaintiff Class III: All California-based hourly, non-exempt package car delivery drivers employed by UPS in the State of California from July 22, 2016 until the commencement of trial in this action, excluding drivers using personal vehicles to deliver packages for UPS and proposed members of Plaintiff Class Two. UPS denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.8 On November 10, 2022, the Parties attended a second full-day mediation with Honorable Gail Andler (Ret.) of JAMS via Zoom conference (“Second Mediation”). The Parties could not resolve the Action at the Second Mediation. However, through continued, mediator-facilitated negotiations, the Parties accepted a settlement proposal made by Honorable Gail Andler (Ret.) on April 24, 2023.
- 2.9 Before the Parties reached a settlement in principle, Plaintiffs had moved for class certification on August 24, 2022; on October 25, 2022, UPS opposed; and on November 14, 2022, Plaintiffs replied. After several continuances, the Court was set to hear the motion on June 8, 2023. However, in light of the Parties’ Joint Notice Of Settlement And Request To Vacate Dates, the Court vacated the hearing date.
- 2.10 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to UPS and the LWDA by sending the PAGA Notices.
- 2.11 Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, **(1) Deposition Testimony** (from UPS’s Persons Most Qualified, on-road supervisors, and other managers); **(2) Declarations** (from twenty

putative class members about the claims at issue); **(3) Policy Documents applicable to all Class Members**—namely, a Code of Conduct, UPS package car driver CBAs, which were largely the same regardless of region, Cell Phone “Reimbursement Guidelines,” “Personal Smartphone Use Guidelines and Standards,” a Bring Your Own Device (“BYOD”) Policy, a policy allowing reimbursement for “telephone calls and bridge tolls involving Company business,” a distracted driving policy preventing cell phone use while in motion, a standardized driver training package, reports listing by name drivers with highest over-allowed times for deliveries in District, a New Service Provider Training Profile including a Delivery/Pickup Methods Evaluation form, showing eligibility for a one hour bonus for completing a route under planned time \*Confidential\*, DIAD and EDD use training materials, showing EDD loads “within a couple of minutes,” an anti-loitering policy, and a discipline for unauthorized work policy; and **(4) Data Samples for the Putative Classes**—specifically, ten percent (10%) of DIAD timecards and twenty-five percent (25%) of GTS timecards and pay records for Class II from October 5, 2012 through May 11, 2021 and ten percent (10%) of DIAD timecards, GTS timecards, and pay records for Class I from May 22, 2014 through May 11, 2021. In connection with its Opposition to the motion for class certification, UPS filed over 100 additional declarations and took depositions of Plaintiffs’ declarants. Plaintiffs and their counsel firmly believe that this satisfies the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.12 The Court has not granted class certification.

2.13 The Parties, Class Counsel, and Defense Counsel represent that, to the best of their knowledge and belief, the following pending action contains claims that will be extinguished or affected by the Settlement: *Ulricksen, et al. v. UPS*, NDCA Case No. 4:21-cv-06623-WHO.

### 3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, UPS promises to pay \$5,150,000 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. UPS has no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 UPS.

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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$30,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Amount, which is currently estimated to be \$1,716,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$200,000. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or 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 Plaintiffs' 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 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 UPS harmless, and indemnifies UPS, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$82,000 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 \$82,000, the Administrator will retain the remainder in the Net Settlement Amount. Attached as Exhibit B hereto is the declaration of Chris Longley on behalf of Atticus Administration, LLC explaining Atticus' qualifications and how the settlement will be administered. Attached thereto as Exhibit 1 is the itemized \$82,000 bid.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount, currently estimated at \$2,971,333.33, by the total number of Workweeks worked by all Participating

Class Members during their respective Class Period, currently estimated at 4,080,243 Workweeks worked by currently estimated 19,510 Class Members, and (b) multiplying the result by each Participating Class Member's Workweeks. This equal monetary distribution is fair because the same claims are alleged for Class I and Class II in the operative complaint; only the locations and Class periods differ. Further, at least one class representative fits the definition of each Class. Plaintiff Ddilon Cabezas fits the definition of Class I because he worked as a California-based hourly, non-exempt package car delivery driver (in job code O300), not using a personal vehicle to deliver packages for UPS, employed in Los Angeles at a location other than at the Gardena, Main Street, and Olympic locations, from February 29, 2012 until March 27, 2017. Plaintiff Desmond Augustine fits the definition of Class II because he worked as a California-based hourly, non-exempt package car delivery driver (in job code O300), not using a personal vehicle to deliver packages for UPS, employed by UPS at the Gardena location, from 1989 to February 16, 2016.

3.2.4.1 Tax Allocation of Individual Class Payments. Thirty-three and one-third percent (33 1/3%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining sixty-six and two-third percent (66 2/3%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties, with thirty and one-third percent (33 1/3%) allocated to each (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms, if necessary. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

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 following the formula set forth above.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000 to be paid from the Gross Settlement Amount, with 75% (\$150,000) allocated to the LWDA PAGA Payment and 25% (\$50,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of

PAGA Penalties (\$50,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during their respective PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, UPS estimates there are 19,510 Class Members who collectively worked a total of approximately 4,080,243 Workweeks, and 16,968 Aggrieved Employees who worked a total of approximately 2,864,482 PAGA Pay Periods.
- 4.2 Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, UPS will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. UPS has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which UPS 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. UPS shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay UPS's share of payroll taxes by transmitting the funds to the Administrator no later than 45 (Forty-Five) days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 30 (Thirty) days after UPS funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA

Payments. No later than 10 (Ten) days prior to mailing the payment, the Administrator shall provide calculations to all counsel for approval; counsel for the parties must respond no later than 5 (Five) days prior to mailing.

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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 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 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

**5. RELEASES OF CLAIMS.** Effective on the date when the court grants Final Approval of the Settlement, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Each Named Plaintiff's Release. Each Named Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties of any and all known and unknown claims against the Released Parties ("Named Plaintiff's Release"). Named Plaintiffs understand and agree that this release includes a good-faith compromise of disputed wage claims. Each Named 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. Each Named Plaintiff acknowledges that each Named Plaintiff may discover facts or law different from, or in addition to, the facts or law that each Named Plaintiff now knows or believes to be true but agrees, nonetheless, that each Named Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or each Named Plaintiff's discovery of them.

5.1.1 Each Named Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of each Plaintiff's Release, each 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.

5.2 Release by Participating Class Members: Upon funding of Gross Settlement Amount as set forth in Section 4.3 of this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during Class Period I and Class Period II that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.* for the following categories of allegations, to the fullest extent such claims are releasable by law: all claims for failure to pay minimum wage (including but not limited to on premises time); all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; any and all claims for recordkeeping or pay stub violations; all claims for timely payment of wages and associated penalties; and/or all statutory penalties. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the

Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside Class Periods I and II. The Participating Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

- 5.3 Release by Aggrieved Employees: In consideration of the payment of PAGA Penalties, Plaintiffs, on behalf of the State of California, the LWDA, and the Aggrieved Employees, release and discharge the Released Parties of any and all claims for civil penalties during PAGA Period I and PAGA Period II that were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices including any and all claims for failure to pay minimum wage (including but not limited to on premises time); all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; any and all claims for recordkeeping or pay stub violations; all claims for timely payment of wages. In addition, all Aggrieved Employees (which includes all Participating Class Members and all Non-Participating Class Members who are Aggrieved Employees) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties during PAGA Period I and PAGA Period II that (i) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, including any and all claims for failure to pay minimum wage (including but not limited to on premises time); all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; any and all claims for recordkeeping or pay stub violations; and all claims for timely payment of wages.

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

- 6.1 UPS's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, UPS will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, if any, as well as any other pending matter or action, if any, asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting

the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declarations shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC ("Atticus") to serve as the Administrator and verified that, as a condition of appointment, Atticus 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.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 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.
- 7.4 Notice to Class Members.
- 7.4.1 No later than five (5) 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 Members of Classes I and II, and of Aggrieved Employee Groups I and II, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 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.
- 7.4.5 If the Administrator, UPS or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the



Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

## 7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 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 Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

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

7.7 Objections to Settlement.

7.7.1 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 Payments.

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

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

7.8 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.

7.8.1 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 Payments, 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.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 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 and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 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.

7.8.6 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.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, UPS estimates that, as of the date of this Settlement Agreement, (1) there are 19,510 Class Members and approximately 4,080,243 Total Workweeks during the Class Periods specified above and (2) there were 16,968 Aggrieved Employees and approximately 2,864,482 Pay Periods during the PAGA Periods specified above. If the Total Workweeks at the time of preliminary approval exceeds the Total Workweeks stated herein by more than fifteen percent (15%), the Gross Settlement Amount shall be proportionally increased. To illustrate, if the Total Workweeks at the time of preliminary approval is sixteen percent (16%) greater than the Total Workweeks stated herein, the Gross Settlement amount shall be proportionally increased by one percent (1%). By contrast, if the Total Workweeks at the time of preliminary approval is fourteen percent (14%) greater than the Total Workweeks listed herein, there shall be no proportional increase of the Gross Settlement Fund.
9. **UPS'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, UPS may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if UPS 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, UPS will remain responsible for paying all Settlement Administration Expenses incurred to that point. UPS 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.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final

Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate and Effect of Non-Approval. 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 Payments, 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. If the Court does not grant final approval of the Settlement, this Agreement shall be null and void and the Parties shall return to *status quo ante*.
- 10.3 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.
- 10.4 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 set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, and all Aggrieved Employees 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.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees pursuant to Section 5 above), this Agreement shall be null and void and the Parties shall return to *status quo ante*. The Parties shall nevertheless expeditiously work

together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment(s) 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.

**11. 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 a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

12.1 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 UPS that any of the allegations in the Operative Complaint have merit or that UPS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that UPS'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, UPS reserves the right to contest certification of any class for any reasons, and UPS reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest UPS'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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, UPS, 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. Plaintiffs, Class Counsel, UPS 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.

- 12.3 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.
- 12.4 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.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and UPS, 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.
- 12.6 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.
- 12.7 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.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, UPS 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.
- 12.9 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.

- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 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 UPS 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from UPS unless, prior to the Court's discharge of the Administrator's obligation, UPS makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 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.
- 12.16 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.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given the day sent by email addressed as follows:

To Plaintiffs' Counsel:  
Via Email

[ikhoury@ckslaw.com](mailto:ikhoury@ckslaw.com)  
[msinger@ckslaw.com](mailto:msinger@ckslaw.com)  
[mmanus@ckslaw.com](mailto:mmanus@ckslaw.com)



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To UPS's Counsel:  
Via Email

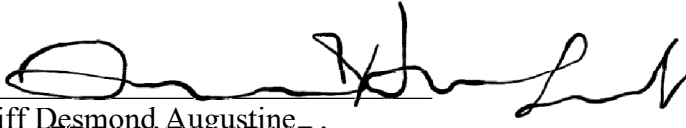
[lisabrown@gbglp.com](mailto:lisabrown@gbglp.com)  
[janetgogna@gbglp.com](mailto:janetgogna@gbglp.com)  
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[james.evans@alston.com](mailto:james.evans@alston.com)  
[ian.wright@alston.com](mailto:ian.wright@alston.com)

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**DocuSigned by:**

Dated: 10/24/2023

  
Plaintiff Desmond Augustine  
FDFA0A7A4AB147A...

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

Plaintiff Daniel Campos

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

Plaintiff Terry Jackson

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

Plaintiff Nick James

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

Plaintiff Carlos Silva

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To UPS's Counsel:  
Via Email

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[james.evans@alston.com](mailto:james.evans@alston.com)  
[ian.wright@alston.com](mailto:ian.wright@alston.com)


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

\_\_\_\_\_  
Plaintiff Desmond Augustine

Dated: 10/31/2023  
\_\_\_\_\_

  
\_\_\_\_\_  
Plaintiff Daniel Campos

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

\_\_\_\_\_  
Plaintiff Terry Jackson

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

\_\_\_\_\_  
Plaintiff Nick James

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

\_\_\_\_\_  
Plaintiff Carlos Silva

[rkhoury@ckslaw.com](mailto:rkhoury@ckslaw.com)  
[aworden@ckslaw.com](mailto:aworden@ckslaw.com)  
[matlas@ckslaw.com](mailto:matlas@ckslaw.com)  
[mmorrison@amflp.com](mailto:mmorrison@amflp.com)  
[elim@amflp.com](mailto:elim@amflp.com)  
[jon@lebelaw.com](mailto:jon@lebelaw.com)  
[rodney@mesriani.com](mailto:rodney@mesriani.com)

To UPS's Counsel:  
Via Email

[lisabrown@gbgllp.com](mailto:lisabrown@gbgllp.com)  
[janetgogna@gbgllp.com](mailto:janetgogna@gbgllp.com)  
[jensvanfeldt@gbgllp.com](mailto:jensvanfeldt@gbgllp.com)  
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Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Desmond Augustine

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

\_\_\_\_\_  
Plaintiff Daniel Campos

Dated: 9/12/2023 \_\_\_\_\_

  
\_\_\_\_\_  
Plaintiff Terry Jackson

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

\_\_\_\_\_  
Plaintiff Nick James

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

\_\_\_\_\_  
Plaintiff Carlos Silva

[rkhoury@ckslaw.com](mailto:rkhoury@ckslaw.com)  
[aworden@ckslaw.com](mailto:aworden@ckslaw.com)  
[matlas@ckslaw.com](mailto:matlas@ckslaw.com)  
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[elim@amflp.com](mailto:elim@amflp.com)  
[jon@lebelaw.com](mailto:jon@lebelaw.com)  
[rodney@mesriani.com](mailto:rodney@mesriani.com)

To UPS's Counsel:  
Via Email

[lisabrown@gbgllp.com](mailto:lisabrown@gbgllp.com)  
[janetgogna@gbgllp.com](mailto:janetgogna@gbgllp.com)  
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[james.evans@alston.com](mailto:james.evans@alston.com)  
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Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Desmond Augustine

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

\_\_\_\_\_  
Plaintiff Daniel Campos

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

\_\_\_\_\_  
Plaintiff Terry Jackson

Dated: 10/5/2023

  
\_\_\_\_\_  
Plaintiff Nick James

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

\_\_\_\_\_  
Plaintiff Carlos Silva

[rkhoury@ckslaw.com](mailto:rkhoury@ckslaw.com)  
[aworden@ckslaw.com](mailto:aworden@ckslaw.com)  
[matlas@ckslaw.com](mailto:matlas@ckslaw.com)  
[mmorrison@amflp.com](mailto:mmorrison@amflp.com)  
[elim@amflp.com](mailto:elim@amflp.com)  
[jon@lebelaw.com](mailto:jon@lebelaw.com)  
[rodney@mesriani.com](mailto:rodney@mesriani.com)

To UPS's Counsel:  
Via Email

[lisabrown@gbglp.com](mailto:lisabrown@gbglp.com)  
[janetgogna@gbglp.com](mailto:janetgogna@gbglp.com)  
[jensvanfeldt@gbglp.com](mailto:jensvanfeldt@gbglp.com)  
[james.evans@alston.com](mailto:james.evans@alston.com)  
[ian.wright@alston.com](mailto:ian.wright@alston.com)

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

\_\_\_\_\_  
Plaintiff Desmond Augustine

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

\_\_\_\_\_  
Plaintiff Daniel Campos

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

\_\_\_\_\_  
Plaintiff Terry Jackson

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

\_\_\_\_\_  
Plaintiff Nick James

Dated: 10/30/2023

*Carlos Silva*  
\_\_\_\_\_  
Plaintiff Carlos Silva

Dated: 9/6/2023



\_\_\_\_\_  
Plaintiff Ddilón Cabezas

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

\_\_\_\_\_  
for Defendant United Parcel Service, Inc.

APPROVED AS TO FORM AND CONTENT:

ALEXANDER MORRISON + FEHR LLP

Dated: 10/27/2023

Michael Morrison  
\_\_\_\_\_  
Michael Morrison, Esq.  
Counsel for Plaintiffs

COHELAN KHOURY & SINGER

Dated: 10/30/2023

Michael D. Singer  
\_\_\_\_\_  
Michael D. Singer, Esq.  
Marta Manus, Esq.  
Rosemary C. Khoury, Esq.  
Counsel for Plaintiffs

LEBE LAW, APC

Dated: 10/30/2023

J.M.  
\_\_\_\_\_  
Jonathan M. Lebe, Esq.  
Counsel for Plaintiffs

MESRIANI LAW GROUP, APLC

Dated: 10/27/2023

Rodney Mesriani, Esq.  
\_\_\_\_\_  
Rodney Mesriani, Esq.  
Counsel for Plaintiffs

ALSTON & BIRD LLP

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

\_\_\_\_\_  
James R. Evans, Jr., Esq.  
Ian A. Wright, Esq.  
Counsel for Defendant

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

Dated: 8/24/2023 | 3:12 PM PDT  
\_\_\_\_\_

\_\_\_\_\_  
Plaintiff Ddilon Cabezas

DocuSigned by:  
*Jessica Brown*  
50666DE7FEC4A6...

\_\_\_\_\_  
Jessica Brown, Associate General Counsel, Litigation  
for Defendant United Parcel Service, Inc.

APPROVED AS TO FORM AND CONTENT:

ALEXANDER MORRISON + FEHR LLP

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

\_\_\_\_\_  
Michael Morrison, Esq.  
Counsel for Plaintiffs

COHELAN KHOURY & SINGER

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

\_\_\_\_\_  
Michael D. Singer, Esq.  
Marta Manus, Esq.  
Rosemary C. Khoury, Esq.  
Counsel for Plaintiffs

LEBE LAW, APC

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

\_\_\_\_\_  
Jonathan M. Lebe, Esq.  
Counsel for Plaintiffs

MESRIANI LAW GROUP, APLC

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

\_\_\_\_\_  
Rodney Mesriani, Esq.  
Counsel for Plaintiffs

ALSTON & BIRD LLP

Dated: 8/30/2023  
\_\_\_\_\_

DocuSigned by:  
*James Evans*

\_\_\_\_\_  
James R. Evans, Jr., Esq.  
Ian A. Wright, Esq.  
Counsel for Defendant

GBG LLP

Dated: 8/30/2023

DocuSigned by:

*Lisa Brown*

Elizabeth A. Brown, Esq.  
Jennifer Svanfeldt, Esq.  
Counsel for Defendant



# **EXHIBIT A**

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

*Augustine, et al. v. United Parcel Service, Inc.*  
**Los Angeles Superior Court Lead Case No. BC636468**

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against United Parcel Service, Inc. (“UPS”) for alleged wage and hour violations. The Action was filed by current and former UPS employees Ddilon Cabezas, Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, and Carlos Silva (“Plaintiffs”) and seeks payment of back wages and expense reimbursements to two Classes of employees. **Class I** is all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS in California other than those employed at the Gardena, Main Street, and Olympic locations, any time from May 22, 2014 to the date a preliminary approval order is entered; **Class II** is all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS at the Gardena, Main Street, and Olympic locations, any time from October 5, 2012 to the date a preliminary approval order is entered. Plaintiffs also seek penalties under the California Private Attorney General Act (“PAGA”) for two groups of aggrieved employees. **Aggrieved Employee Group I** is all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS in California other than those employed at the Gardena, Main Street, and Olympic locations, any time from June 4, 2017 to the date a preliminary approval order is entered; and **Aggrieved Employee Group II** is all California-based hourly, non-exempt package car delivery drivers (identified by using job codes: O300, O303 and O308), excluding drivers using personal vehicles to deliver packages for UPS, employed by UPS at the Gardena, Main Street, and Olympic locations at any time from October 5, 2015 to the date a preliminary approval order is entered (collectively, “Aggrieved Employees”).

In this notice, several time periods are discussed. “Class Period I” means the period from May 22, 2014 to the date a preliminary approval order is entered. Class Period I applies to Class I. “Class Period II” means the period from October 5, 2012 to the date a preliminary approval order is entered. Class Period II applies to Class II. “PAGA Period I” means the period from June 4, 2017 to the date a preliminary approval order is entered. PAGA Period I applies to Aggrieved Employee Group I. “PAGA Period II” means the period from October 5, 2015 to the date a preliminary approval order is entered. PAGA Period II applies to Aggrieved Employee Group II.

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

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

The above estimates are based on UPS's records showing that **you worked \_\_\_\_\_ workweeks** during Class Period I and/or Class Period II and **you worked \_\_\_\_\_ pay periods** during PAGA Period I and/or PAGA Period II. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for UPS during one of the Class Periods and/or one of the PAGA Periods, you have two basic options under the Settlement:

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

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

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against UPS that are covered by this Settlement (Released Claims), as specified in Sections <b>3.9</b> and <b>3.10</b> of this Notice.</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></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 cannot object to any portion of the proposed Settlement. See Section <b>6</b> of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. UPS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue claims released pursuant to Section <b>3.10</b> of this Notice.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by _____</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section <b>7</b> of this Notice.</p>
<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the class Settlement at the Final Approval Hearing. See Section <b>8</b> of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges</b></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 Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to UPS's records is stated on the</p>

<b>Must be Submitted by</b> _____	first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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**1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are current and former UPS employees. The Action accuses UPS of violating California labor laws by failing to pay minimum wages, reimbursable cell phone expenses, and final wages and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”) and a claim under the California Unfair Competition Law for unfair and unlawful business practices, under Business & Professions Code §§ 17200-17208. Plaintiffs are represented by attorneys in the Action: Michael S. Morrison and Erin Lim of Alexander Morrison + Fehr LLP; Michael D. Singer, Isam C. Khoury, and Marta Manus of Cohelan Khoury & Singer; Jonathan M. Lebe of Lebe Law, APC; and Rodney Mesriani of Mesriani Law Group, APLC (“Class Counsel.”)

UPS strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Court has made no determination regarding the merits of Plaintiffs’ allegations and has not found UPS to violate any laws.

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

As noted above, the Court has made no determination whether UPS or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and UPS hired an experienced, neutral mediator who was a retired judge in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were ultimately 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, Plaintiffs and UPS 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, UPS does not admit any violations or concede the merit of any claims.

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

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

1. UPS Will Pay \$5,150,000 as the Gross Settlement Amount (Gross Settlement). UPS 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 Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, UPS will fund the Gross Settlement not more than 45 (forty-five) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$1,716,666.67 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$200,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$30,000 each as Class Representative Awards to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies each Plaintiff will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$82,000 to the Administrator for services administering the Settlement.
  - D. Up to \$200,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and UPS are asking the Court to approve an allocation of thirty-three and one-third percent (33 1/3%) of each Individual Class Payment to taxable wages ("Wage Portion") and the remaining sixty-six and two-thirds percent (66 2/3%) to interest and penalties (with thirty-three and one-third percent (33 1/3%) allocated to interest and thirty-three and one-third percent (33 1/3%) allocated to penalties) ("Non-Wage Portions."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. UPS will separately pay

employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms, as needed.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

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

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

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 UPS based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, Atticus Administration, LLC (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 and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and UPS has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against UPS or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during Class Period I and Class Period II that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.* for the following categories of allegations, to the fullest extent such claims are releasable by law: all claims for failure to pay minimum wage (including but not limited to on premises time); all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; all claims for recordkeeping or pay stub violations; all claims for timely payment of wages and associated penalties; and/or all statutory penalties. Except as set forth in Section 3.10 of this Notice, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside Class Periods I and II. The Participating Class Members understand and agree that this release includes a good faith compromise of disputed wage claims.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and UPS has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all



Aggrieved Employees will be barred from asserting PAGA claims against UPS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against UPS or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

In consideration of the payment of PAGA Penalties, Plaintiffs, on behalf of the State of California, the LWDA, and the Aggrieved Employees, release and discharge the Released Parties of any and all claims for civil penalties during PAGA Period I and PAGA Period II that were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, including any and all claims for failure to pay minimum wage (including but not limited to on premises time); all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; all claims for recordkeeping or pay stub violations; and all claims for timely payment of wages. In addition, all Aggrieved Employees (which includes all Participating Class Members and all Non-Participating Class Members who are Aggrieved Employees) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties during PAGA Period I and PAGA Period II that were alleged, or that reasonably could have been alleged based on the facts asserted in the Operative Complaint and/or the PAGA Notices, including any and all claims for failure to pay minimum wage (including but not limited to on premises time); all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses, all claims for recordkeeping, or pay stub violations; and all claims for timely payment of wages.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$50,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during either Class Period and the number of PAGA Pay Periods you worked during either PAGA Period, as recorded in UPS's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ 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 UPS's calculation of Workweeks and/or Pay Periods based on UPS'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 UPS's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

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

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 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. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Augustine, et al. v. United Parcel Service, Inc.*, Lead Case No. BC636468, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_, 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 Plaintiffs and UPS are asking the Court to approve. At least \_\_\_\_\_ days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Plaintiffs are requesting as Class Representative Service Awards. 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 [URL] or the Court's website [URL].

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 Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** 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 *Augustine, et al. v. United Parcel Service, Inc.*, Lead Case No. BC636468 and include your name, current address, telephone number, and approximate dates of employment for UPS 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 \_\_\_\_\_ at \_\_\_\_\_ in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ 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 UPS and Plaintiffs 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 \_\_\_\_\_'s website at [URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. BC636468. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

#### Class Counsel: Alexander Morrison + Fehr, LLP

Name of Attorney:	Michael S. Morrison
Email Address:	<a href="mailto:mmorrison@amflp.com">mmorrison@amflp.com</a>
Name of Firm:	Alexander Morrison + Fehr, LLP
Mailing Address:	1900 Avenue of the Stars, Suite 900 Los Angeles, CA 90069
Telephone:	(310) 394-0888

#### Class Counsel: Cohelan Khoury & Singer

Name of Attorney:	Michael D. Singer
Email Address:	<a href="mailto:msinger@ckslaw.com">msinger@ckslaw.com</a>
Name of Firm:	Cohelan Khoury & Singer
Mailing Address:	605 C Street, Suite 200 San Diego, CA 92101
Telephone:	(619) 595-3001

#### Settlement Administrator: Atticus Administration, LLC

Name of Company:	Atticus Administration, LLC
Email Address:	<a href="mailto:clongley@atticusadmin.com">clongley@atticusadmin.com</a>
Mailing Address:	1250 Northland Drive NE, Suite 240 Mendota Heights MN 55120

## 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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

## **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.

# **EXHIBIT B**

**ALEXANDER MORRISON + FEHR LLP**

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*[Additional Counsel Listed on Following Page]*

Attorneys for Plaintiffs DESMOND AUGUSTINE, DANIEL CAMPOS, TERRY JACKSON, NICK JAMES, CARLOS SILVA, and DDILON CABEZAS, individually and on behalf others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES – COMPLEX**

DESMOND AUGUSTINE, DANIEL CAMPOS, TERRY JACKSON, NICK JAMES, CARLOS SILVA, and DDILON CABEZAS, individually and behalf of all others similarly situated and aggrieved

Plaintiff,

v.

UNITED PARCEL SERVICE, INC., an OHIO corporation; and DOES 1 through 25, inclusive,

Defendants.

Lead Case No. BC636468  
Consolidated with Case No. BC705672  
ASSIGNED FOR ALL PURPOSES TO:  
Honorable Stuart M. Rice, Dept. SS1

**CONSOLIDATED CLASS ACTION**

**DECLARATION OF CHRIS LONGLEY ON BEHALF OF ATTICUS ADMINISTRATION, LLC**

Date: January 19, 2024  
Time: 10:30 a.m.  
Dept.: 1 (Spring Street)

**LEBE LAW, APC**

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TERRY JACKSON, NICK JAMES, CARLOS SILVA, and  
DDILON CABEZAS, individually and on behalf others similarly situated and aggrieved

**DECLARATION OF CHRISTOPHER LONGLEY**

I, **CHRISTOPHER LONGLEY**, hereby declare as follows:

1. I am the Chief Executive Officer for Atticus Administration, LLC (“Atticus”).

My business address is 1240 Northland Drive, Suite 250, Mendota Heights, Minnesota 55120. My telephone number is (612) 315-9007. I am over twenty-one years of age and am authorized to make this declaration on behalf of Atticus and myself. Atticus has been selected to serve as the settlement administrator for the above titled Action. Our estimate for services is attached as **Exhibit 1**.

2. In 2016, I, along with other experienced legal, financial, digital marketing professionals and brand managers, founded Atticus in order to provide innovative and cost-effective notice campaigns and claims administration services to the class action legal sector.



3. Prior to founding Atticus, I served as the president of Dahl Administration, LLC, a nationally recognized claims administration company, where I oversaw over three hundred (300) settlements, including some of the highest profile cases over the last few years, including, for example, *In Re Motor Fuel* (Hot Fuel), Case No. 2:07-md-01840 (KS 2016) and the *Target Data Breach, Financial Institutions*, NO.14-md-02522 (MN 2015) class action settlement.

4. Atticus provides services in class action settlements involving, inter alia, antitrust, consumer fraud, financial services, data breach cases, insurance, ADA, civil rights, class certification notifications, Belaire-West notifications, and employment matters, including wage and hour, PAGA and FLSA collective actions.

5. Atticus's core competencies include pre-certification mailings, claims administration including the processing of claim forms, claim validation and anti-fraud detection, data preparation and data management, accounting services and tax reporting, qualified settlement fund management and escrow services, and distribution of funds.

6. Since its inception, Atticus has provided administrative services in nearly 900 class, collective or PAGA settlements and has disbursed approximately \$1.04 billion (See **Exhibit 2**). Among the founders and team members of Atticus, collectively we have administered over 3,000 settlements and have disbursed over \$3,000,000,000 in settlement funds.

7. Typically, Atticus will send direct mail notice to class or putative class members when class members are known, as per the Federal Judicial Centers, "*Judges*'

*Class Action Notice and Claims Process Checklist and Plain Language Guide*” 2010. Based on my experience delivery rates for such plans can be anywhere from 64% to 98% depending on the age of the data file, and the amount of cleaning we perform on the list prior to mailing. It is in our best interest to take as many steps as feasible to ensure addresses are updated prior to mailing to minimize the return and re-mails to class members.

8. Atticus will upon Court approval mail class Notices to Class Members to their Last Known Address via pre-paid postage first class mail through the United States Postal Service. Prior to mailing the Notice of Settlement, Atticus will verify the Last Known Address using the National Change of Address (NCOA) database maintained by the United States Postal Office, and if an Updated Address is found, that Updated Address shall be used in lieu of the Last Known Address and be treated as the new Last Known Address for purposes of this mailing and subsequent mailings. Any Notices that are returned will be processed, skip-traced and re-mailed as outlined in the Settlement Agreement, three business days (3) after Notice is returned for address correction.


9. Atticus uses a variety of tools for skip- tracing purposes in order to find addresses that have no forwarding location. These tools include Experian or IDI, and other professional resources like Experian or IDI to locate Class Members. In some instances, Atticus will also hire professional skip tracing firms to locate missing Class Members for Noticing purposes. Until Atticus reviews the data file in the above captioned case, we do not yet know what the best course of action will be to contact those Putative Class Members who do not have forwarding address information on file.

10. Atticus maintains insurance with AAA rated insurance carriers for professional liability and cybersecurity. Further it is Atticus' policy to warrant the work performed on all errors and omissions, on all projects, including distribution of funds to class members, without additional charges to our clients.

11. Atticus takes its obligation to secure information systems and protect the privacy of the client data received for all administration processes very seriously. A copy of Atticus' *Data Security Information & Privacy Policy* that outlines the standard operating procedures for the handling the collection, storage and use of client data is attached to this Declaration as **Exhibit 3**.

12. I further attest to the fact that Atticus has no independent financial relationship with either plaintiff, plaintiff's counsel or defense counsel in this matter. Nor, upon review does Atticus have any conflicts, or potential conflicts with any member of the class in this matter.

**I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct to the best of my knowledge. Executed this 31<sup>st</sup> day of January 2023, at Mendota Heights, Minnesota.**

  
\_\_\_\_\_  
Christopher Longley | CEO  
Atticus Administration, LLC

## **EXHIBIT 1**

Atticus Administration, LLC  
Chris Longley - CEO

**Augustine employment case**

Prepared for

---

**Matthew P. Atlas | Paralegal**  
matlas@ckslaw.com  
P: 619.595.3001

Cohelan Khoury & Singer  
605 C Street, Suite 200  
San Diego, CA 92101



**ATTICUS**  
SMART | ACCOUNTABLE | BETTER

Class Action Administration

**Estimate E2023-05-E12**  
Augustine employment case

Prepared on May 13, 2023  
By Chris Longley – CEO | Atticus Administration LLC

# Estimate Summary

## Atticus Services & Cost Description

<b>NOTICE MAILING-Mailed First Class</b>		<b>\$33,707</b>
<i>Initial Notice (total of 9 pages)</i>	Included	
<i>Undeliverable/Return Mail Processing/skip-trace &amp; remails</i>	Included	
<i>English only</i>	Included	
<b>PROJECT MANAGEMENT/ADMIN FEES/Technical</b>		<b>\$6,625</b>
<b>COMMUNICATIONS</b>		<b>\$4,708</b>
<i>PO Box rental</i>	Included	
<i>800# IVR VM live operators</i>	Included	
<i>Case website (informational only)</i>	Included	
<i>correspondence, exclusions, objections</i>	Included	
<b>FUND, TAX, EMPLOYMENT REPORTING</b>		<b>\$5,056</b>
<i>setup QSF, file annual tax returns, file &amp; distribute W2's and 1099's. Both w2's and 1099's mailed with checks (no postage)</i>	Included	
<b>DISTRIBUTION</b>		<b>\$35,528</b>
<i>check printing, payment calculation &amp; verification, bank fees</i>	Included	
<b>Large Case Discount</b>		<b>(\$3,624)</b>
<b>TOTAL:</b>		<b>\$82,000</b>

## Key Assumptions

- Class Size: **25,000 class members.**
- Notices in English only (9 pages for each notice).
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes PO box, 800# with IVR and correspondence (including email correspondence). Quote includes live phone operators (during business hours).
- Communications includes case website (informational only).
- Check and tax documents sent to all class members that do not opt-out.
- Includes W2 reporting and 1099 reporting.
- Check cashing reminder postcard at 90 days.
- One state for employment reporting, includes unemployment reporting.

PRINT NAME

ROLE

Client Signature

Date

By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.

**Payment Terms:**

40% payable at Notice

60% payable at Distribution

**PLEASE NOTE: This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.**



# Detailed Budget

## Atticus Services & Cost Description

DESCRIPTION	UNITS	SUBTOTAL
<b>NOTICE MAILING (Data Cleansing &amp; Analysis) Mailed First Class</b>	<b>25,000</b>	<b>Class Mbrs</b>
Class Data List - Cleaning & Processing	15.00 Hrs	\$1,863
Class Notice Review - Proof/Finalize/Print Set-Up	6.00 Hrs	\$741
PRINTING Class Notice <b>9 pgs : 5 shs doubled</b>	225,000	Printed Pages
Postage Stamp (within 1 ounce max weight)	25,000	cto to mail
Undeliverable/ NCOA Return Mail Processing & Renewal <b>(8%)</b>	2,000	8% of class
Notice Request Re-Mailing	750	3% of class
<b>PROJECT MANAGEMENT</b>	<b>50</b>	<b>hrs</b>
<b>TECHNICAL SET UP (includes project kick-off)</b>	<b>3</b>	<b>hrs</b>
<b>COMMUNICATIONS -</b>		
Telephone - Set-Up + Monthly Fee	6 Months	\$285
Website (informational only)	6 Months	\$1,500
Telephone - Messages/IVR live operators	6 Months	\$1,300
PO Box - Setup & Monthly Fee	6 Months	\$100
Correspondence - Mail	various	\$1,523
<b>FUND, TREASURY &amp; TAX Reporting</b>		<b>\$5,056</b>
Set-Up OSF	2.00 Hrs	\$260
Prepare/File Annual Fund Return, Payroll, Unemployment, Wage & Tax Forms	8.00 Hrs	\$1,040
Wage Tax Reporting - additional States	-	\$200.00
Mail W-2s and 1099's <b>no postage - mailed with check</b>	-	post bgs
Print W-2s and 1099's	25,000	W'2s 1099's
<b>DISTRIBUTION, Payment Calculations &amp; Reporting</b>		<b>\$35,528</b>
Cover Letter & Check - Design/Review/Finalize	4.00 Hrs	\$494
Payment Data - Calculate & Verify Payments	12.00 Hrs	\$1,482
Prepare Payment Reports	24.00 Hrs	\$2,964
Check - Print Set-up/Printing/Mail Prep	25,000	checks
Check Mailing Postage (will be tx mailings)	25,000	mailed
Reminder Postcard for uncashed checks	35%	8,750 postcards
Check - Undeliverable/ NCOA Return Mail Processing & Renewal <b>(5% Return)</b>	1,250	5.0% est
Bank Fees (Account Set-Up & Monthly Fee)	6 months	\$2,050
<b>DATA STORAGE</b>		<b>\$0</b>
<i>Large Case Discount</i>		<i>(3,624)</i>
<b>TOTAL</b>		<b>\$82,000</b>

## Operating Assumptions

- Class Size: **25,000 - class members.**
- Class Notice packet 9 pages total - double sided printing. Price includes postage and handling fees.
- Notice in English only.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
- Communications includes, PO BOX, 800 # with IVR, mail correspondence and email correspondence. Includes live phone operators.
- Communications includes a case website (static, informational only).
- Project management assumes 53 hours at a blended rate of \$125 per hour. Includes summary reporting on a weekly basis.
- Qualified Settlement fund assumes 6 months. Price includes tax reporting both state and federal returns. All bank fees are included in pricing. Employment reporting assumes one state.
- Check cashing reminder postcard at 90 days.
- Disbursement includes positive pay "anti-fraud" features and release language printed on back of check as part of endorsement.



# Thank you



## ATTICUS

Chris Longley – CEO

612-315-9007 (Direct)

651-755-2552 (Cell)

[clongley@atticusadmin.com](mailto:clongley@atticusadmin.com)

1250 Northland Drive NE Suite 240  
Mendota Heights MN 55120

[www.atticusadmin.com](http://www.atticusadmin.com)



## **EXHIBIT 2**

## CURRICULUM VITAE

### About Atticus Administration LLC

Founded in August 2016, Atticus has administered over 900 settlements and has distributed more than \$1.04 billion in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

### Partial Listing of Atticus' Current Cases and References

Shahno v Pendry	
AAFCU GAP Interest Settlement	2020CV32226
Abdul-Ahad v Associated Courier, Inc (Street Fleet)	0:20-CV-00607-PJS-HB
Abrams v Savannah College of Art & Design (SCAD)	
Acevedo v Southwest Airlines	1:16-cv-00024-MV-LF
Ahmed v Beverley Hills Rehabilitation Services	
Alvechurch v Suburban [PAGA]	
Ali v Sutter Valley Medical Foundation	34-2017-00217486
Allard v Med Impact	
Allianz Life Ins Co Class Cert	27-CV-17-15118
Altamirano-Santiago v Better Produce Inc Class Cert	Civil Action 2:19-cv-3964
Altamirano-Santiago v Better Produce Settlement	2:19-CV-3964-DDP
Alvarez v AutoZone	CIVDS1416344
Amaya v Eagle Tech Manufacturing	17CV02862
Amaya v Eagle Tech Manufacturing Cert	17cv02862
AMEX Data Breach	
Amezcuca Peregrina v SEAM Group	1:20-cv-01032-SO
Anderson v The Cellular Connection	2021-CA-007204-AXX
Andrade v Caltech	VCU 266410
Andrade v ESMI	CIVD82023816
Andrews v Prestige Care, Inc.	2:18-CV-00378-JAM-KJN
Arnold v Edwin Trucking	20TRCV00191



Arrieta v Genentech	21-CV-05353
Ashe v Farmers Insurance Group	18STCV00453
	VCU238439-Class VCU243327
Astorga v Bosman Dairy	Consolidated
Athan v US Steel Corporation	2:17-cv-14220
Atlanta Hawks FACTA	2017CV288354
Avilez v Full Steam Staffing	
Ayala et al v Olson Brothers Ranchers	
	37-2020-00000922-CU-OE-CTL
Baca v Two Jinn	1881-CV-849
Baldwin v RHP Properties	56-2022-00567731-CU-OE-VTA
Barragan v Natrol	RG20082630
Bassett v Vons	
	2:18-CV-03043-DDP-PLA
Baylog v Hash Flare	BC683325
Beamon v Event Merchandising Inc	1811-CC01173
Bean v Lewis Boats	21stcv16493
Beato v Elite Rooter PAGA	CAVC-20-4961
Baudette v McDonough (VA Caregiver Program)	3:21-cv-01031-yy
Begley v JK Enterprise (Cabaret II)	7:19-cv-55-HL
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc	17-003861-CZ
Bell v MCSC	1:17-cv-00918-DCN
Benefield v Springco Metal Coatings	30-2018-00997257-CU-OE-CXC
Bennett v Alorica INC	
Bennett v Dart	
Benton v NorCal In Alliance	
Bernier v AT&F	1:21-cv-1302
Berthiaume v Allianz Life	27-CV-17-15118
Best v Twin Inc	ESX-L-8062-16
Bethmann v Roberts (St. Charles County Coop)	1711-CC01263
BF-Biscomerica-0814	
Bice v Vensure HR	STK-CV-UOE-2016-1264
Phan v. Big Saver Foods FACTA	BC636343
	30-2019-01065525-CU-OE-CXC
Bilberry v Hardy Window Co.	2:16-cv-01326-DMG
Birbower v Quorn Foods	GJH-21-2240   US District Court, District of Maryland
	1:18-cv-00545
Biscardi v GEICO 216b Notice	NO. 2:17-cv-05578-RBS
Blackburn v APTIM	
Blofstein v Michael's Family Restaurant	
BMC West case	
Boehm v BMW	2:17-cv-2827
Bolanos v FSC Corporation	BC722758



Bonham, et al. v Club Champion LLC	50-2021-CA-008650-XXXX-MB
Bowdle v Kings Seafood	8:21-cv-01784-CJC-JDE
Bowlay-Williams v Google LLC	4:21-cv-09942-FJH
Branning v Romeo Pizza	1:19-cv-2092
Bravo v Small Progress Co & Riverview Farms	19CV003943
Breese v NaturChem Distribution	
Briggs v TASC	
Briceno v. Acqua E Farina Ristorante, LLC	RG19045636
Bruce v Del Monte	
Burger v DIRECTV	20-2-06558-2
Burnett v Professional Credit Mgmt (PCM)	21OZ-CC00192
Burns v Chesapeake	15CV01016-RP
Burton v MOGA	SCV-265985
Busby v Flowers Foods	
Bustos v. Tropicale Foods, Inc.	CIVDS1915805
C.S. v DaVita Dialysis	2122-cc0494
Caddick v Tasty Baking	2:19-cv-02106-JDW
Caddick-Bertino v Flowers	
Cain v Fairfield Health Care PAGA	FCS056452
Calhoun v West Road Pizza Stop	5:20-cv-12661
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Webb v City of Maplewood	4:16-cv-1703
Webb v City of Maplewood Cert	4:16 CV 1703 CDP
Wegner v Carahsoft	PJM 20-00305
Weirbach v The Cellular Connection	5:19-cv-05310-JDW
Wellinger v Live Nation	19STCV04397
Wesco Aircraft Hardware Corporation Settlement	
West v Bam! 216b Cert	1:22-cv-00209-DHU-JHR
White v Wesco Aircraft Hardware Corp	BC658654
Whitney v Cook County	18-cv-4475
Wicks v Title Loan Company DBA The Loan Machine	17SL-CC02673
Wilk v Skechers	5:18-cv-01921
Williams v Equitable Acceptance Corporation	18-CV-07537 (NRB)
Williams v Sake Hibachi Sushi & Bar	3:18-CV-0517-D
Wilson v Peckham	
Winkel v JH Steak	20-2-04853-4-SEA
Winsor v TBD Pizza	
Womack v Superior Energy Services	7:19-CV-00074
Wood v Athens-Clarke County	3:14-CV-00043-CDL
Xcel Health Settlement	
Ybarra v SIP 401K	8:17-cv-02091-JVS (Ex)
Ylvisaker v Clarkson Eyecare LLC	17SL-CC02089
Youmans v CPS	19EV001823
Young v Chieftain Coating	20-cv-10520
Zaldivar v. Moulton Logistics	19STCV12250
	15-cv-8410 (ER) in the United States District Court for the Southern District of New York
Zambrano v Strategic Delivery Solutions 216b	
Zamdio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
	13-CV-1524 (GSB) 12-C-9672
Zollicoffer v Gold Standard   Eagle v Vee Pak	(Vee Pak)
Zollicoffer v MVP	16CV11086





## Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty  
Applied Card Bank Credit Card Litigation-Data Breach  
Sun Country Employee Litigation  
Dupont Chemical Pollution Litigation  
Haight v Bluestem Brands, Inc. -TCPA  
Dugan v TGIF-Wage and Hour/FLSA  
Dunkel v Warrior Energy-Energy-Wage & Hour  
Shelby v Miller Investment Group-Consumer Finance  
Salas v Watkins Manufacturing-FLSA  
Dull v IPS-Energy Sector Wage & Hour  
Wallach v FFG-TCPA  
Bourgeoisie v City of Baltimore-Consumer Fees  
Brown v Alley-FLSA  
Turner v ACD-Wage & Hour  
Villa v San Francisco 49'ers-Consumer Fees  
Thomas v Solvay  
Reid v Unilever-Mass Tort  
Zeller v PDC Corporation-FLSA  
Murr v Capital One-Consumer Fraud  
Redman v City of Chicago- FACTA  
Ernst v Sterling-Dish Case-Consumer Fraud  
Ott-Publix-FLSA  
Ellsworth v US Bank-Consumer Finance  
Vidra v Midland Financial-Consumer Finance  
Vu v Performance Recovery  
Freeman v Berkeley Packaging-FLSA



Martin v JTH-TCPA

Walker v Core Power Yoga-Wage & Hour

Froberg v Cumberland Packaging-Stevia in the Raw Settlement-1:14-cv-00670

Debarsekin v L2T-FLSA & Wage and Hour

Gay v Tom's of Maine-False Labeling, 0:14-cv-6060004-KMM

Templeton Rye -False Labeling

Belardes v Farm Fresh to You-FLSA

Tin Cup Settlement-False Labeling

Johnson v Scan SAT-Medical Billing Data Breach

Garcia v EJ Amusement-FLSA and Wage & Hour

Doran v Forever Grand Vacations-Consumer Fraud- Time Share

Velasco v Chrysler Corp-Recall

Covell v Sleep Train-Wage & Hour

Torres v Kwon Yet Lung-FACTA

Redman v IMAX-FACTA

In Re Motor Fuel- Hot Fuel Case- Consumer Fraud, MDL No. 1840, 07-md-1840-KHV

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



## ATTICUS MANAGEMENT TEAM

**Chris Longley, co-founder, and CEO of Atticus Administration LLC** – Former CEO of Dahl Administration, a nationally recognized Claims Administration Company. Licensed Attorney (retired in-active status), admitted to practice Minnesota, 8<sup>th</sup> Circuit and United States Supreme Court.

During Chris' tenure at Dahl, he successfully managed, more than 300 class and collective action settlements, including some of the highest profile cases in the last few years, including *In Re Motor Fuel (Hot Fuel) MDL No: 1840, Case No: 07-md-1840-KHV*, an all- digital notice campaign with over 160 mm class members in 36 states and US Territories, and the *Target Data Breach- Financial Institutions Settlement, Case No. 0:14-md-02522-PAM* .

Chris co-founded Atticus Administration LLC, in August 2016. Since its inception, Atticus has administered over 900 settlements and has distributed more than \$1 billion in award payments.

Chris and his team, have extensive experience in all matters of notice campaigns, including class certification notices, CAFA notices, WARN notices, ISO notices, Belaire West Notices, 216(b) notices, as well as other complex notification projects on an as need basis.

Chris is the author of *"Internet and Electronic Notification Methods for Rule 23: How to Enhance Reach, Conversion, Real Time Analytics to Reduce Administrative Costs"*, published in 2016.

Chris is currently the membership chair of the ABA's Consumer Litigation Committee and Class Actions & Derivatives (CADS) sub-committee and is a frequent speaker on matters relating to complex notice procedures for class action settlements.

Prior to joining the class action industry, he served for 11 years in the private equity industry focusing on telecommunications companies and company acquisitions. He has been a founding member in 14 start-up companies during this same period.

Prior to that experience he was a practicing attorney in Minneapolis, Minnesota. Chris was named *"40 under 40"* by the *City Business Magazine* in 2001, and a *"Power Lawyer"*, by *Law and Politics Magazine*. He practiced law for the Minneapolis law firm of Hessian, McKasy & Soderberg, LLP prior to launching his business career.

Chris graduated from William Mitchell College of Law and the University of St. Thomas, and currently splits his time between St. Paul, Minnesota, and New York city.

**Bryn Bridley – Director of Project Management** – Bryn has over 19 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past claims administration work included the day-to-day activities of several high-profile consumer, employment and other types of cases. Bryn has extensive experience with CAFA Notices and Class Certification campaigns. Bryn is an honor's graduate of the University of Minnesota-Duluth and enjoys running and camping in her free time.



**Joel Prest – Director of Technology** – Joel has 15 years of experience with software development and project management. Joel has expertise in designing scalable solutions to allow end users to work more efficiently with easy-to-use applications. Joel’s prior work history includes Human Resource Management, which allows him to understand system payroll needs, HIPPA, and tax requirements necessary for employment related cases.

**Jim Hardy, CPA (Inactive) – Co-Founder and CFO** – Prior to co-founding Atticus, Jim held finance leadership positions over a twenty-year period in a variety of industries (contract manufacturing - implantable medical devices, sheet-fed printing, and commodity trading) where the wide-range of responsibilities and challenges from these experiences has enabled him to develop a versatile set of finance, administrative and operations skills.

**Mike Gelhar – Practice Director, Employment & Treasury** – Mike brings over 20 years of payroll experience in the employment law practice area. Along with his payroll knowledge, Mike is also bringing his work experience as he managed the processing and distribution of one of the nation’s largest Labor and Employment administrators. These cases ranged from a few hundred claimants to over 700,000 claimants in all 50 states, including Puerto Rico.

## **EXHIBIT 3**

# DATA SECURITY & INFORMATION PRIVACY POLICY

Policy Area	Employee Handbook: Data Security & Information Privacy Policy
Approved Date	October 12, 2022
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	October 12, 2022
Current Version	6.0

## I. OVERVIEW

Atticus Administration, LLC (“Atticus”), in fulfilling the requirement as a third-party administrator under the terms of a court order and/or settlement agreement for a case (“Case Court Documents”), is required to collect and store client information such as class member data records which contain names, addresses, phone numbers, emails, and occasionally sensitive information such as social security numbers, and takes seriously its obligation to secure information systems and protect the privacy of this client data.

As a standard operating procedure, Atticus regularly reviews its policies related to data collection, privacy and security. All who are employed by Atticus or retained as a contractor for Atticus (“Users”) are provided with this Data Security & Information Privacy Policy document as a part of their training or onboarding to ensure that this information is communicated and understood through explicit acknowledgment. Any material revisions to this document are immediately communicated to Users with an emailed memo which calls out the revisions, as well as an updated copy of the Data Security & Information Privacy Policy document.

Atticus complies with the policies and processes encompassed within this Data Security & Information Privacy Policy document.

## II. PURPOSE

The purpose of this Policy is to establish the rules for handling the collection, storage, and use of client data. These rules are necessary to preserve the integrity, availability, and confidentiality of information.

## III. SCOPE

This policy applies to all Atticus employees and contractors that use company assets such as computers, laptops, or mobile devices and/or has access to Atticus’ networks and information resources. All devices, whether owned by Atticus or owned by employees, that have access to Atticus’ networks and information resources are governed by this Data Security & Information Privacy Policy. Usage of applications, including cloud storage software, by employees on their own personal devices, are also subject to this policy.

## IV. POLICY

### 1. Data Governance

Atticus is committed to protecting and safeguarding the data that it collects and recognizes this data as a critical asset. Atticus maintains a tiered data governance structure, managed by the Director of Information Technology and enforced by Atticus executive leadership, that governs individual Users access to data. This governance structure is further maintained through enforced processes, standards, and procedures to ultimately ensure appropriate use of data and/or management of data.

## **2. Internal Use of Data**

Any client data and class member data records that Atticus collects, and stores are used only to fulfill Atticus' requirement as a third-party administrator under the terms of the Case Court Documents. This information is only available to Users as set forth by Atticus' tiered data governance structure.

## **3. External Use & Disclosure of Data**

Atticus follows the direction and instructions outlined in the Case Court Documents for handling class member data records. All sensitive and non-public client data, class member data, and information for a case that is provided to Atticus, is the property of Atticus and may not be shared, used or otherwise communicated outside of Atticus or outside the scope of the project. In cases where a contractor partner is used, only those who have been approved and authorized by Atticus management, and have a privacy policy (or data security policy) consistent with Atticus' Data Security & Information Privacy Policy are allowed to be used.

## **4. Data Security & Information Privacy Policy**

Electronic transmission, delivery or receipt of sensitive data is only permitted using SFTP technology. Delivery or receipt of hardcopy sensitive data is only permitted using US Mail System or a courier as approved by Atticus management.

Atticus complies with all state and federal regulations that apply to data security.

Once a case has closed, Atticus will destroy all hardcopy documents containing sensitive data within twelve months. Regarding all electronic case data (including sensitive data), Atticus maintains this data for up to five years following the closure of the case. In the event Court Case Documents specify unique data retention/return requirements, those requirements shall prevail over Atticus' standard retention/return policy.

## **5. Computing Devices & Access to Atticus Information Database and Network**

Only Atticus IT approved devices may be used to access Atticus' information database and network. All devices must be protected with an employee's user access level systems username and password required at the time the device is powered on.

Access to database and network information must be authenticated using two-factor authentication.

Sensitive data shall not be stored on the device. However, in the event there is no alternative to device storage, all sensitive data must be encrypted with password protection.

Atticus prohibits the use of public cloud storage for any client specific data.

Unattended devices must be logged out and locked when unattended, and additionally configured to automatically be logged out of and screen locked after 10 minute or more of inactivity.

All devices that access Atticus' information database and network infrastructure shall have active and up-to-date anti-malware and firewall protection.

## **6. Breaches in Security and Policy Violation**

Breaches in security, whether actual or suspected, must be reported immediately to Atticus' Director of Information Technology. The Director of Information Technology and executive management will assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.

If the Director of Information Technology and/or executive management, is made aware a User has failed to comply with Atticus' Data Security & Information Privacy Policy, they will identify and apply appropriate consequences to the User. Consequences may be as severe as termination of employment or termination of contract and/or further legal action. If there is a concern about a breach involving the Director of Information Technology, concerns should be immediately directed to the Chief Operating Officer.

If there is a data breach with a vendor/contractor, the contractor must comply with all applicable state and federal laws that require the notification to individuals (or other affected parties) in the event of unauthorized release of sensitive personal information or confidential data. Contractors must notify Atticus within 24 hours of the incident. Atticus reserves all rights to act under the terms of any applicable contract, including indemnification and/or termination of the contract.

## 7. General Atticus Information Security and Privacy Standards

- **Annual security training.** Training and review of the Information Security and Privacy Standards are provided to Atticus Employees on an annual basis. Periodic security reminders may be used to reinforce computing device security procedures, updates, or changes.
- **Minimum necessary.** Employees shall only have access to the minimum amount of data necessary to perform their job duties.
- **Lost devices.** Employees must immediately report any lost or stolen devices so access to systems can be deactivated.
- **Unauthorized access.** Any unauthorized access to a device or company data must be immediately reported.
- **Rooting Mobile computing devices.** Mobile computing devices must not be "rooted" or have unauthorized software/firmware installed. A mobile device is considered "rooted" if the internal protections of the device have been compromised or modified to allow control access to the operating system.
- **Content.** Employees shall not load illegal content or pirated software onto devices.
- **Software installs.** Only approved applications are allowed on the computing devices that connect to Atticus' information database and network.
- **Patch management.** Computing devices and applications must be kept up-to-date. Patches should be installed within 30 days of release.
- **Anti-malware.** All computing devices must have active and up-to-date anti-malware protection software. encryption. Encryption shall be used to protect sensitive information.
- **Firewalls.** Firewall is maintained at the headquarters location for the network and administered by the Director of Information Technology.
- **Work habits.** Employee shall use Atticus company applications and systems while at work. Access to certain outside applications, websites, and/or systems may be blocked within each Atticus computing device.
- **Backups.** Backups are performed twice daily on the network terminal server environment.
- **Internal applications.** Computing devices are installed with company internal applications on an as needed basis to Users. User access rights are maintained by the Director of Information Technology.
- **Exemptions.** A risk assessment and risk analysis shall be performed for any requests for exemptions from this Policy.

## V. ENFORCEMENT

Any User found to have violated this policy may be subject to disciplinary action. Such action may be as severe as termination of employment or termination of contract and/or further legal action.

## VI. DISTRIBUTION



This policy is to be distributed to all Users.

### Policy History

Version	Date	Description	Approved By
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO
2.0	11/5/2018	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
3.0	11/14/2019	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
4.0	11/10/2020	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
5.0	10/15/2021	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO