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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

FREDERICK SCHULZ, BRANDON WARREN  
AND MATTHEW WARREN on behalf of  
himself and all those similarly situated,

Plaintiffs,

v.

DHL EXPRESS (USA), INC., and Does 1-100,

Defendants.

Case No. 3:20-cv-04490-RS

**CLASS ACTION SETTLEMENT  
AGREEMENT**

Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue and recommend in good faith, Plaintiffs Frederick Schulz, Brandon Warren, and Matthew Warren (“Plaintiffs”), individually and on behalf of all other similarly situated persons, on the one hand, and Defendant DHL Express (USA), Inc. (“Defendant”), on the other hand (collectively, the “Parties”), hereby agree to the following binding settlement of the class action designated *Schulz, et al. v. DHL Express (USA), Inc.*, U.S.D.C., N.D. Cal., Case No. 3:20-cv-04490-RS (the “Action”), pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement Agreement” or “Agreement”).

**1. Definitions.**

As used herein, for the purposes of this Settlement Agreement only, the following terms will be defined as set forth below:

**1.1** “Action” refers to the civil action entitled *Schulz, et al. v. DHL Express (USA), Inc.*, U.S.D.C., N.D. Cal., Case No. 3:20-cv-04490-RS.

**1.2** “Class Counsel” refers to the attorneys of record for the Class Representatives, *i.e.*, Quadra & Coll, LLP.

**1.3** “Class Member” refers to all similarly situated ‘casual employees’ who worked as couriers for DHL Express (USA), Inc. in the State of California during the Class Period.

**1.4** “Class Notice” refers to the form of direct-mail notices substantially in the form attached as “Exhibit A,” as may be modified by the Court.

**1.5** “Class Period” means April 10, 2016 through the date of preliminary approval.

**1.6** “Class Representatives” refers to Plaintiffs.

**1.7** “Complaint” refers to the operative First Amended Complaint in this Action, and any Complaints subsequently filed in this Action.

**1.8** “Court” refers to the United States District Court for the Northern District of California.

**1.9** “Defendant” means DHL Express (USA), Inc.

**1.10** “Final Approval Hearing” refers to the hearing at which the Court will make a final determination as to whether the terms of the Settlement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.

1                   **1.11** “Final Approval Order” refers to the final order by the Court approving the  
2 Settlement following the Final Approval Hearing and entering final judgment.

3                   **1.12** “Final Effective Date” refers to the date the Final Approval Order is entered if  
4 no objections to the Settlement are filed. If objections are filed and overruled, and no appeal of the  
5 Final Approval Order is filed, then the Final Effective Date will be sixty (60) calendar days following  
6 date the Final Approval Order is signed. If an appeal is taken from the Final Approval Order, then the  
7 Final Effective Date will be twenty (20) calendar days after the appeal is withdrawn or after an appellate  
8 decision affirming the Final Approval Order becomes final.

9                   **1.13** “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the  
10 maximum settlement payment of One Million Two Hundred Thousand Dollars (\$1,200,000) Defendant  
11 will be obligated to make, except that Defendant shall bear, in addition: (1) all employer-side payroll  
12 tax payments due and payable to federal and state tax authorities as a result of this Settlement and (2)  
13 the cost of settlement administration. The GSA includes all payments made to Settlement Class  
14 Members, Enhancement Award payments to Class Representatives, and attorneys’ fees to Class  
15 Counsel as approved by the Court.

16                   **1.14** “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus  
17 Court-approved attorney’s fees and costs and Court-approved Enhancement Awards. The NSA is the  
18 maximum amount that will be available for distribution to Settlement Class Members.

19                   **1.15** “Parties” are Plaintiffs and Defendant.

20                   **1.16** “Released Claims” are those defined in Section 16, below.

21                   **1.17** “Released Parties” include DHL Express (USA), Inc. and any parent, subsidiary,  
22 affiliate, predecessor or successor, and all agents, trustees, employees, officers, directors and attorneys  
23 thereof.

24                   **1.18** “Release Period” means April 10, 2016 through the date of final approval.

25                   **1.19** “Request for Exclusion” refers to a request to be excluded from the Settlement,  
26 which must be made in writing in conformity with the requirements set forth in the Class Notice, and  
27 mailed to the Administrator and postmarked on or before the Response Deadline.  
28

1                   **1.20**   “Response Deadline” refers to a date that is forty-five (45) calendar days after  
2 the date that the Class Notice is mailed to Class Members and is the deadline by which Class Members’  
3 Requests for Exclusion, disputes regarding workweek calculations, and/or objections must be  
4 postmarked in order to be timely.

5                   **1.21**   “Enhancement Awards” refers to a monetary award to the Plaintiffs, in a total  
6 amount not to exceed Ten Thousand Dollars (\$10,000), or other lesser amount as approved by the  
7 Court, for their services as Class Representatives as described in Section 6, below, to be paid for from  
8 the GSA, subject to approval by the Court, as described below.

9                   **1.22**   “Settlement Administrator” refers to Phoenix Settlement Administrators, the  
10 third-party administrator selected by Defendant, subject to approval by the Court, to perform the notice,  
11 claims administration, and distribution functions further described in this Settlement Agreement.

12                   **1.23**   “Settlement Administration Costs” refers to the costs and expenses of the  
13 administrator, to perform its tasks and duties as provided by this Settlement Agreement. These costs  
14 will be paid by Defendant.

15                   **1.24**   “Settlement Class Member” refers to Class Members who do not request  
16 exclusion from the Settlement pursuant to Section 12, below.

17                   **1.25**   “Settlement Payment” refers to the payment to Settlement Class Members.

18                   **2.       Procedural History and Recitals.**

19                   **2.1**     On April 10, 2020, Plaintiff Frederick Schulz filed an action alleging putative  
20 class claims against Defendant for its alleged (1) Failure to Compensate for Hours Worked; (2) Failure  
21 to Compensate for Overtime; (3) Failure to Provide Paid Rest Periods; (4) Failure to Provide Meal  
22 Periods; (5) Wages Not Timely Paid Upon Termination (Labor Code sections 201-203); and (6) Unfair  
23 Business Practices (Business & Professions Code section 17200, *et seq.*). On December 8, 2020,  
24 Plaintiff Schulz filed a First Amended Complaint (“FAC”) adding Plaintiffs Brandon Warren and  
25 Matthew Warren to the Action.

26                   **2.2**     On August 3, 2021, the Parties participated in a mediation session with Tripper  
27 Ortman, an experienced mediator who has mediated numerous wage-hour class actions. There, the  
28 Parties reached an agreement in principle.



1           **2.3**     The Parties jointly represent that this is a fair, reasonable, and adequate  
2 settlement and have arrived at this Settlement through arms-length negotiations, taking into account all  
3 relevant factors, present and potential.

4           **2.4**     This Agreement is entered into solely for the purpose of compromising highly  
5 disputed claims. Nothing in this Agreement is intended or will be construed as an admission by  
6 Defendant of liability or wrongdoing, or that the Action was not barred in its entirety by the ministerial  
7 exception. Defendant makes no admission of liability or wrongdoing by virtue of entering into this  
8 Agreement. Additionally, Defendant reserves the right to contest any issues relating to class  
9 certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any  
10 unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under  
11 the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action.  
12 This Settlement and Plaintiffs' and Defendant's willingness to settle the Action will have no bearing  
13 on, and will not be admissible in connection with, any litigation between the Parties (other than in  
14 connection with this Settlement).

15           **2.5**     Class Counsel represent that they have thoroughly investigated the claims  
16 alleged against Defendant in the Action. Class Counsel represent that they have conducted their own  
17 investigation into the underlying facts, events, and issues related to the subject matter of this Action.  
18 Class Counsel represent that they have further undertaken an extensive analysis of the legal principles  
19 applicable to the claims asserted against Defendant, and the potential defenses thereto. Both the Class  
20 Representatives and Defendant have had an opportunity to evaluate their respective positions on the  
21 merits of the claims asserted.

22           **2.6**     Class Counsel has also engaged in intensive arm's-length negotiations with  
23 counsel for Defendant with a view toward achieving substantial benefits for the Class while avoiding  
24 the cost, delay and uncertainty of further litigation, trial, and appellate review.

25           **2.7**     As a consequence of said negotiations, and of Class Counsel's investigation,  
26 analysis and discovery, Plaintiffs and Class Counsel determined to enter into this Settlement Agreement  
27 on the terms and conditions hereinafter set forth, believing such Settlement to be fair, reasonable and  
28 adequate and in the best interests of Plaintiffs and the other members of the Class. Plaintiffs and Class

Counsel have determined to execute this Settlement Agreement and urge approval by the Court of the Settlement after considering (a) the substantial factual and legal defenses available to Defendant to the claims asserted in the Action; (b) the potential difficulties Plaintiffs and Class Members would encounter in establishing the elements of their claims; (c) the substantial benefits made available to Class Members pursuant to the Settlement; (d) the fact that the Settlement ensures that Class Members will receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (e) the fact that the Settlement allows persons who would otherwise fall within the definition of the Class, if they so desire, to opt out of the Action and individually pursue any Release Claims that they may have.

**2.8** As set forth above, without admitting any wrongdoing or liability, Defendant is willing to agree to the terms of the Settlement in order to settle, compromise, and fully resolve the Action and Released Claims (as defined below).

### **3. Limitation on Effect of Settlement.**

The Settlement will not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class is appropriate or proper or that Plaintiffs could establish any of the requisite elements for class treatment of any of the claims in the Action. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, and any class and representative action, which were certified for settlement purposes only, shall be vacated, and shall be of no force or effect whatsoever and shall not be admissible nor construed as an admission or concession of any kind by the Parties, in whole or part, and Defendant expressly reserves all rights to challenge certification of a class on all available grounds.

### **4. Establishment of the GSA.**

This Settlement will be made on a non-claims-made basis and will be non-reversionary. Under no circumstances will any of the GSA revert to Defendant. Defendant shall pay a total of no more than the GSA, which will cover payment by Defendant, pursuant to this Settlement Agreement, to Settlement Class Members, attorneys' fees to Class Counsel, and Enhancement Awards to Plaintiffs, except that Defendant shall pay, in addition: (1) all employer-side payroll tax payments (e.g., FICA, FUTA, etc.) due and payable to federal and state tax authorities as a result of this Settlement and (2)

1 the cost of Settlement Administration. Within twenty-one (21) calendar days after the Final Effective  
2 Date of this Settlement Agreement, Defendant will deposit money into an account, through the  
3 Settlement Administrator, in an amount equal to the GSA, plus Defendant's portion of payroll taxes in  
4 connection with the wages portion of the NSA, and any portion of the cost of Settlement Administration  
5 that Defendant has not yet paid.

6 **5. Attorneys' Fees.**

7 Class Counsel shall request attorneys' fees up to 1/4 of the GSA, i.e., \$300,000.00, for  
8 attorneys' fees and costs. Defendant agrees to not oppose Class Counsel's request for attorneys' fees  
9 and costs in this amount, but retains the right to oppose any request above this amount. The terms of  
10 this Settlement Agreement will not be abrogated and will continue in full force even if the Court awards  
11 a lower amount of attorneys' fees than requested by Class Counsel. Any unapproved amount of  
12 attorneys' fees will be added to the NSA and be distributed to the Settlement Class Members.

13 **6. Enhancement Award.**

14 Class Counsel shall request Enhancement Awards in a total amount not to exceed Ten Thousand  
15 Dollars (\$10,000) for Plaintiffs collectively. Defendant retains the right to object to any requests for  
16 Enhancement Awards in excess of this amount. Any unapproved amounts will be added to the NSA  
17 and be distributed to the Settlement Class Members.

18 **7. Costs of Settlement Administration.**

19 Defendant has selected Phoenix Settlement Administrators ("Settlement Administrator") to  
20 undertake the administration of the Settlement in this Action. The cost of Settlement Administration  
21 shall be borne by Defendant.

22 **8. Calculation of the NSA and Distribution of Settlement Proceeds.**

23 **8.1** This settlement is a "non-claims-made" settlement. Each Settlement Class  
24 Member will be entitled to a share of the NSA in accordance with the formula set forth below.  
25 Payments will be made from the NSA only to Settlement Class Members, as set forth herein.

26 **8.2** Each Settlement Class Member will be paid a portion of the NSA in accordance  
27 with the following formula: Each Settlement Class Member's potential share of the NSA will be  
28 calculated by dividing the number of weeks he/she worked in the role of a causal driver ("Casuals")

1 for Defendant in California during the Class Period (“Workweeks”) by all the number of weeks worked  
2 by all Settlement Class Members as Casuals in California during the Class Period, and then multiplying  
3 the resulting figure by the NSA. A week shall count as a Workweek if the Settlement Class Member  
4 worked any number of hours during that calendar week.

5 **8.3** The amount distributed to Settlement Class Members, plus all required  
6 withholdings, shall not exceed the NSA.

7 **8.4** If a Class Member timely and validly submits a Request for Exclusion, as set  
8 forth herein, his or her share will return to the NSA and will be distributed to the remaining Settlement  
9 Class Members.

10 **8.5** Payments to Class Members pursuant to this Settlement Agreement will not be  
11 construed as compensation for purposes of determining eligibility for or benefit calculations of any  
12 health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment  
13 compensation, including, without limitation, all plans, subject to Employee Retirement Income  
14 Security Act (“ERISA”). The Parties agree these payments do not represent any modification of any  
15 employee’s previously-credited hours of service or other eligibility criteria under any employee  
16 pension benefit plan, employee welfare benefit plan, or other program or policy.

17 **8.6** Within twenty-one (21) calendar days after the Final Effective Date of this  
18 Settlement Agreement Defendant will deposit money into an account, through the Settlement  
19 Administrator, in an amount equal to the GSA, plus Defendant’s portion of payroll taxes in connection  
20 with the wages portion of the NSA and the amount owed to the Settlement Administrator.

21 **8.7** Within fourteen (14) calendar days of Defendant depositing of the amounts set  
22 forth in the preceding paragraph, the Settlement Administrator will pay all Class Members’ settlement  
23 shares, and attorney’s fees, and enhancement payments, as approved by the Court.

24 **8.8** Within thirty (30) calendar days of Defendant’s receipt of an invoice reflecting  
25 the costs associated with Settlement Administration from the Settlement Administration following the  
26 Final Effective Date, Defendant will pay the Settlement Administrator for the costs associated with  
27 Settlement Administration.  
28

1                   **8.9**     Class Member Payment Checks that are not cashed within one hundred and  
2 eighty (180) calendar days from the date of issuance by the Settlement Administrator will be cancelled.  
3 Class Members whose Class Member Payment checks are not timely cashed and which are cancelled,  
4 will be deemed to have irrevocably waived any right in or claim to any payment under the Settlement,  
5 but the settlement and their release of Released Claims will remain binding upon them. The value of  
6 the cancelled Class Member Payment checks will be transmitted as follows: one-hundred percent  
7 (100%) to the non-profit organization California Association of Food Banks, or such other non-profit  
8 organization as the Court may approve.

9                   **8.10**   Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks,  
10 forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own  
11 acts of omission or commission, the same is true for the Settlement Administrator.

12                   **9.     Tax Treatment.**

13                   **9.1**     Tax Treatment of Class Member Payments: One-third of each Settlement  
14 Payment will be allocated as wages and reported on an IRS Form W-2; one-third will be allocated as  
15 penalties and reported on IRS Form 1099; and one-third will be allocated as interest and reported on  
16 IRS Form 1099.

17                   **9.2**     Employer's Portion of Payroll Taxes: Defendant shall pay the employer's  
18 portion of payroll taxes with respect to the wage portion of Class Member Payments separately and in  
19 addition to the GSA.

20                   **9.3**     Tax Treatment of Enhancement Awards: Plaintiffs will each receive an IRS  
21 Form 1099 for their individual Enhancement Awards and will be responsible for payment of any taxes  
22 owing on said amount.

23                   **9.4**     Tax Treatment of Attorneys' Fees Award: Class Counsel will receive an IRS  
24 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees and will be  
25 responsible for payment of any taxes owing on said amount.

26                   **9.5**     No Tax Advice: Neither Plaintiffs nor Defendant, nor the Parties' attorneys,  
27 shall give or are giving any tax advice in connection with the settlement or any payments to be made  
28 pursuant to this settlement. Each Settlement Class Member agrees to indemnify, and hold harmless

Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

**10. Notice Administration.**

**10.1** Within twenty-one (21) calendar days of the later of the Preliminary Approval Order or court approval of settlement notice to the Class, Defendant shall provide the Settlement Administrator with the following information (“Class Data List”):

(a) the names, employment identification number, last known addresses, last known telephone numbers, and Social Security numbers of each Class Member;

(b) the number of Workweeks being attributed to each Class Member, as referenced in Section 8.2.

**10.2** Upon its receipt of the Class Data List, the Settlement Administrator shall access the National Change of Address (“NCOA”) Database, and update the addresses contained therein.

**10.3** Within twenty-one (21) calendar days of receipt of the Class Information set forth in Paragraph 10.1, the Settlement Administrator shall provide the Class Notice by bulk first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above.

**10.4** The Settlement Administrator shall maintain a website relating to this Settlement, including the Complaint, this Settlement Agreement, the Motion for Preliminary Approval, and the Preliminary Approval Order.

**10.5** As to any Class Notices that are returned as undeliverable, or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered mail within five (5) calendar days of the date on which the Settlement Administrator is informed that a Class Notice is undeliverable or otherwise invalid.

**10.6** Other than the obligations set forth in this Settlement Agreement, Parties will have no additional obligation to identify or locate any Class Member.

**10.7** Parties will not be responsible for nor have any liability in connection with the provision of Class Member data to the Settlement Administrator, outside of the obligations set forth in

1 the Settlement Agreement. The Settlement Administrator and all those working through, in concert  
2 with, or on behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to  
3 maintain the confidentiality of Class Member information and to carry out the other duties enumerated  
4 in the Settlement Agreement, including calculating each Class Member's potential share of the  
5 Settlement.

6 **10.8** The Settlement Administrator shall provide Defendant's counsel and Class  
7 Counsel with weekly summary reports, including the total number of Class Notices that were returned  
8 as undeliverable, the total number of objections, and disputes regarding Workweeks, and/or Requests  
9 for Exclusion. The Settlement Administrator shall maintain records of its work, which will be available  
10 for inspection upon request by Defendant's counsel.

11 **11. Class Notice and Notification of Workweeks.**

12 **11.1** The Class Notice will be a pre-printed notice, in substantially the form attached  
13 hereto as **Exhibit A** and to be approved by the Court. In addition to other information contained on  
14 the Class Notice, the Class Notice will state the number of Workweeks that the Class Member worked  
15 as a Casual in California during the Class Period for Defendant, according to Defendant's records, and  
16 the estimated payment the Settlement Class Member will receive based on the Administrator's current  
17 information regarding the Settlement Class Members' Workweeks. The Notice shall state that the  
18 estimated payment is only an estimate and is subject to change.

19 **12. Request for Exclusion.**

20 **12.1** Any Class Member may elect to opt out of the Settlement by submitting a written  
21 Request for Exclusion from the Settlement to the Settlement Administrator via U.S. mail, postmarked  
22 no later than the Response Deadline. The Request for Exclusion must contain the following: the Class  
23 Member's full name, signature, address and last four digits of their Social Security number, and a clear  
24 statement that they seek to be excluded from the Settlement. The Settlement Administrator shall  
25 immediately send all Requests for Exclusion to Defendant's counsel and Class Counsel. A Class  
26 Member who fails to comply with the opt out procedure set forth herein on or before the Response  
27 Deadline will not be excluded and will instead be bound by all provisions of the Settlement Agreement  
28 and all orders issued pursuant thereto.

1                   **12.2** Any Class Member who elects to opt out of the Class in the manner and within  
2 the time limits specified above and in the Class Notice: (1) will not have any rights under the Settlement  
3 Agreement; (2) will not be entitled to receive any compensation under the Settlement Agreement; (3)  
4 will not have standing to submit any objection to the Settlement Agreement; and (4) will not be bound  
5 by the Settlement Agreement.

6                   **12.3** Except for persons who elect to opt out of the Settlement in the manner and  
7 within the time limits specified above, in the Preliminary Approval Order, and in the Class Notice, all  
8 Class Members will be deemed to be within the Class for all purposes under this Settlement Agreement,  
9 and will be bound by the terms and conditions of this Settlement Agreement, including all orders issued  
10 pursuant thereto.

11                   **12.4** If the Settlement Agreement is given final approval, it will operate as a full,  
12 complete, and final release of all the Released Claims of the Class Representatives and all Settlement  
13 Class Members, and as an effective covenant not to sue.

14                   **12.5** Class Counsel shall provide the Court, at the time of filing a Motion for Final  
15 Approval, a declaration by the Settlement Administrator of due diligence and proof of mailing with  
16 regard to the mailing of the Class Notice, together with a statement of the number of individuals who  
17 have opted out of the settlement. As set forth in Section 13, Class Counsel shall also submit to the  
18 Court copies of any objections submitted regarding the Settlement.

19                   **12.6**

20                   **13. Objections.**

21 Any Class Member who does not request exclusion from the Settlement may object to the  
22 Settlement Agreement by sending the Settlement Administrator, not later than the Response Deadline,  
23 a written statement objecting to the Settlement. The written objection must be postmarked no later  
24 than the Response Deadline and must contain: the Class Member's full name, address, last four digits  
25 of their Social Security number, the case name and number of the Action, and a clear statement of the  
26 basis for their objection. The Settlement Administrator shall immediately send all objections to counsel  
27 for Defendant and Class Counsel.  
28



1 Counsel for the Parties shall file any responses to any objections at the time the Motion for  
2 Final Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their  
3 objections or opt out requests in a writing to the Settlement Administrator, which may then be filed  
4 with the Court.

5 All Parties and their counsel will not seek to solicit any Class Member to submit an opt out  
6 request or objection, nor encourage any Class Member to appeal from the final judgment. The Parties  
7 agree to cooperate in good faith to effectuate the terms of this settlement agreement.

8 **14. Resolution of Disputes.**

9 If a Class Member timely disputes the number of Workweeks listed on his or her Class Notice,  
10 the dispute will be submitted to the Settlement Administrator, who will examine the records and either  
11 verify the calculation or provide a corrected calculation. Disputes must be in writing that is submitted  
12 to the Settlement Administrator, postmarked on or before the Response Deadline. The dispute must  
13 contain: Class Member's full name, address, signature, and last four digits of his or her Social Security  
14 number; and any facts supporting the Class Member's dispute, along with any supporting materials  
15 confirming that the Workweeks attributed to him or her are incorrect. The Settlement Administrator's  
16 determination of disputes will be final and non-appealable. Disputing the number of Workweeks does  
17 not extend the time to opt out of the class.

18 **15. Non-Materiality of Attorneys' Fees and Enhancement Awards.**

19 Any denial or reduction in amount by the Court of the application for attorneys' fees or  
20 Enhancement Awards will in no way affect the validity the remainder of this Settlement Agreement,  
21 or give rise to a right to abrogate this Settlement Agreement.

22 **16. Released Claims.**

23 Each member of the Settlement Class releases Released Parties from any and all claims, debts,  
24 liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees,  
25 damages, actions or causes of action of whatever kind or nature, whether known or unknown,  
26 contingent or accrued, under any legal theory that were or could have been alleged in the operative  
27 complaint in the Action arising during the period from April 10, 2016, to the date on which the Court  
28 grants final approval of the settlement and related to work performed as Casual employees ("Released

Claims”). The Released Claims include, but are not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or underpayment of meal and rest break premiums, auto-deduction of meal periods, failure to timely pay final wages, and unfair business practices relating to the foregoing, up to and including the date of final approval by the Court. The Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including, but not limited to, any provision of the California Labor Code; Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*); California Business & Professions Code §§ 17200 *et seq.*; any provision of the applicable California Industrial Welfare Commission Wage Orders, or the Fair Labor Standards Act, based on the facts or claims alleged in the Complaint(s) in the Action. This release shall apply to all claims arising at any point between April 10, 2016 and the date of Final Approval (“Release Period”). Released Claims do not include claims by Settlement Class Members arising out of work performed in any capacity other than as a “casual employee.”

**16.1 Plaintiff’s General Release:** In addition to the Released Claims, Plaintiffs shall each be bound by a compete and general release of all claims under any and all applicable federal and state laws and/or regulations as to Released Parties, and shall also be bound by a California Civil Code section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law, such as claims for Workers’ Compensation benefits. California Civil Code section 1542 reads as follows:

“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.”

**17. Application for Preliminary Approval.**

**17.1** After the Parties’ execution of this Settlement Agreement, Plaintiffs shall file a motion for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the following provisions:

**17.1.1** preliminarily approving the Settlement Agreement and its terms;

1                   **17.1.2** preliminarily approving and certifying the Class for settlement  
2 purposes only;

3                   **17.1.3** approving the form of the Class Notice, and finding that the proposed  
4 method of disseminating the Class Notice meets the requirements of due process and is the best  
5 notice practicable under the circumstances;

6                   **17.1.4** establishing the procedures and the deadline by which Settlement Class  
7 Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or  
8 dispute their Workweeks calculations; and

9                   **17.1.5** setting a date for the Final Approval Hearing.

10                  **17.2** Counsel for Defendant will be given an opportunity to review and comment on  
11 the motion for preliminary approval of the Settlement prior to its being filed with the Court.

12                  **18. Final Approval Order and Final Judgment.**

13                  **18.1** If the Settlement is preliminarily approved by the Court, Plaintiffs shall  
14 thereafter request that the Court enter an order granting final approval of the Settlement and judgment  
15 based thereon (“Final Approval Order and Judgment”), which includes the following provisions:

16                   **18.1.1** confirming certification of the Class for settlement purposes only;

17                   **18.1.2** finding that the dissemination of the Class Notice in the form and  
18 manner ordered by the Court was accomplished as directed, met the requirements of due  
19 process; and

20                   **18.1.3** finally approving the Settlement Agreement and the Settlement as fair,  
21 reasonable and adequate and directing consummation of the Settlement in accordance with its  
22 terms and provisions;

23                   **18.1.4** directing the Parties to implement the terms of the Settlement  
24 Agreement;

25                   **18.1.5** releasing and discharging the Released Parties from any and all  
26 liability with respect to the Released Claims as hereinabove provided;

27                   **18.1.6** resolving and settling all the Released Claims by the Class  
28 Representatives and all Settlement Class Members, as herein above provided, with the release

precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any of the Released Parties, that asserts any Released Claims.

**18.1.7** awarding reasonable attorneys' fees and costs to Class Counsel as determined by the Court;

**18.1.8** awarding Enhancement Awards to Class Representatives as determined by the Court;

**18.1.9** entering final judgment on the Complaint; and

**18.1.10** preserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Judgment.

**18.2** Counsel for Defendant will be given an opportunity to comment on the motion for final approval of the Settlement prior to its being filed with the Court.

**19. Effect of Settlement Not Being Final.**

In the event that the Settlement does not become final, then the Settlement Agreement will become null and void, and all negotiations, proceedings, and statements relating thereto will be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors will be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement. If the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Parties' settlement (including but not limited to the scope of release to be granted by Class Members or the binding effect of the Settlement on Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

1           **20.     Withdrawal From Settlement Based on Requests for Exclusion.**

2           Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement  
3           in the event that more than five percent (5%) of the Class Members opt out. Defendant must provide  
4           written notice to Class Counsel of its withdrawal within twenty-one (21) calendar days of the Response  
5           Deadline. All signatories and their counsel agree not to encourage opt-outs. Class Counsel and  
6           Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any means.

7           **21.     No Admissions.**

8           The Parties understand and agree that this Settlement Agreement is the result of a good faith  
9           compromise settlement of disputed claims, and no part of this Settlement Agreement, or any conduct  
10          or written or oral statements made in connection with this Settlement and this Settlement Agreement,  
11          including the Memorandum of Understanding, whether or not the Settlement is finally approved and/or  
12          consummated, or the negotiations leading to the Settlement Agreement, or any document filed in  
13          support thereof, should be construed as an admission or concession of any kind by Defendant or any  
14          of the Released Parties.

15          **22.     Avoidance of Undue Publicity.**

16          Neither Plaintiffs nor Class Counsel will publicize the Settlement in any way, except as follows:  
17          Nothing in this Settlement Agreement shall preclude Class Counsel from communicating with  
18          members of the Settlement Class after preliminary approval, and after preliminary approval Class  
19          Counsel is permitted to post court-filed documents on their website for viewing by the Settlement Class.

20          **23.     Construction.**

21          This Settlement Agreement was entered into after substantial good faith, arm's-length  
22          negotiations between the Parties. This Settlement Agreement has been entered into without any  
23          coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in  
24          drafting this Settlement Agreement so that it will not be deemed to have been prepared or drafted by  
25          one party or another.

26          **24.     Due Authority of Attorneys.**

27          Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties  
28          hereto warrants and represents that they have been duly authorized and empowered to execute this

1 Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.  
2 The Parties also warrant that this Agreement is entered into knowingly and willingly and there is no  
3 fraud, duress, or undue influence.

4 **25. Entire Agreement.**

5 This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the  
6 Parties with respect to its subject matter and supersedes any and all other prior agreements and all  
7 negotiations leading up to the execution of this Settlement Agreement, whether oral or written,  
8 regarding the subjects covered herein. The Parties acknowledge that no representations, inducements,  
9 warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been  
10 made by any of the Parties that are not embodied or incorporated by reference herein. Except as  
11 otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires  
12 approval of the Court must be approved without material alteration that substantially changes or  
13 increases the cost of compliance with this Settlement Agreement in order for this Settlement Agreement  
14 to become effective. Before invoking this provision to challenge the effectiveness of this Settlement  
15 Agreement, the invoking party shall consult with, and if necessary mediate in good faith with, the other  
16 party in an effort to resolve any such challenge.

17 **26. Modification or Amendment.**

18 This Settlement Agreement may not be modified or amended except in a writing signed by all  
19 signatories hereto or their attorneys or their successors in interest.

20 **27. Successors.**

21 This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto  
22 and their respective heirs, executors, administrators, successors and assigns, and upon any corporation,  
23 partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

24 **28. Counterparts.**

25 This Settlement Agreement may be executed in counterparts, each of which will be deemed an  
26 original, and all of which together will constitute one and the same instrument.

1           **29.     Waivers.**

2           The waiver by any Party of any breach of this Settlement Agreement will not be deemed or  
3 construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this  
4 Settlement Agreement.

5           **30.     Governing Law.**

6           This Settlement Agreement will be governed by and construed, enforced, and administered in  
7 accordance with the laws of the State of California.


8           **31.     Headings.**

9           The headings contained in this Settlement Agreement are for convenience and reference  
10 purposes only, and will not be given weight in its construction.  
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1 IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf  
2 of the Parties, as follows:

3 **Plaintiff and Proposed Class Representatives**

4 Dated: Dec 2, 2021, 2021

5 By:   
Frederick Schulz (Dec 2, 2021 13:28 PST)  
Frederick Schulz

6 **Plaintiff and Proposed Class Representatives**

7 Dated: Dec 2, 2021, 2021

8 By:   
Brandon Warren (Dec 2, 2021 13:47 PST)  
Brandon Warren

9 **Plaintiff and Proposed Class Representatives**

10 Dated: Dec 6, 2021, 2021

11 By:   
Matthew Warren (Dec 6, 2021 11:47 PST)  
Matthew Warren

12 **On behalf of Defendant**  
13 DHL EXPRESS (USA), INC.

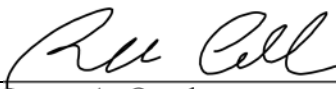
14 Dated: 12/20/2021, 2021

15 By:   
Name: Erin Goldstein  
Title: Senior Counsel, Employment

16 **APPROVED AS TO FORM:**


17 **Counsel for Plaintiff and Proposed Class**  
18 **Counsel**  
19 Quadra & Coll, LLP

20 Dated: December 2, 2021

21 By:   
James A. Quadra  
Rebecca M. Coll

22 **Counsel for Defendant**  
23 Seyfarth Shaw LLP

24 Dated: 12/22/2021, 2021

25 By:   
Richard B. Lapp  
Chantelle C. Egan  
Elizabeth J. MacGregor  
Parnian Vafaeenia



# EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
***FREDERICK SCHULZ, BRANDON WARREN AND MATTHEW WARREN on behalf of***  
***themselves and all those similarly situated***

vs.

***DHL EXPRESS (USA), INC., Case No. 3:20-cv-04490-RS***

***You are not being sued. This notice affects your rights. Please read it carefully.***

To: All persons classified as ‘casual employees’ who worked as couriers for DHL Express (USA), Inc. (“Defendant”) in the State of California from April 10, 2016 through [date of preliminary approval].

On \_\_\_\_\_, the Honorable Richard Seeborg of the United States District Court for the Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at San Francisco Courthouse of the United States District Court for the Northern District of California, Courtroom 3 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, at \_\_\_\_:00 \_\_m. on \_\_\_\_\_, 2022. Please note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

**WHAT THE ACTION IS ABOUT**

Plaintiffs Frederick Schulz, Brandon Warren, and Matthew Warren (“Plaintiffs”) brought claims on behalf of themselves and all persons classified as ‘casual employees’ who worked as couriers for DHL Express (USA), Inc. in the State of California from April 10, 2016 through [date of preliminary approval] “the Class”) for: (1) Failure to Compensate for Hours Worked; (2) Failure to Compensate for Overtime; (3) Failure to Provide Paid Rest Periods; (4) Failure to Provide Meal Periods; (5) Waiting Time Penalties; and (6) Violation of Unfair Business Practices Act (Business & Professions Code §17200 *et seq.*). The operative complaint seeks relief for the Class members in the form of wages and monetary penalties and reasonable attorney’s fees and costs.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Subject to the Court’s approval, the parties have agreed to settle all claims under the terms set forth in this Notice.

## DEFINITION OF THE CLASS

The Court in this Action has entered an order certifying the Class for settlement purposes. The Class is defined as follows:

All persons classified as 'casual employees' who worked as couriers for DHL Express (USA), Inc. in the State of California from April 10, 2016 through [date of preliminary approval].

You are a Class member if you fall into this definition.

## SUMMARY OF THE PROPOSED SETTLEMENT TERMS

The following is a summary of the terms of the proposed Settlement Agreement.

### A. Gross Settlement Amount

This Settlement Agreement creates a total settlement fund of one million, two hundred thousand dollars (\$1,200,000.00) ("Gross Settlement Amount"). This Gross Settlement Amount includes: (1) the individual settlement payments to all participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to be split between Frederick Schulz, Brandon Warren, and Matthew Warren for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; and (3) Class Counsel's attorneys' fees and costs in the amount of \$300,000.00. After deducting the above payments, a total of approximately \$890,000.00 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund").

### B. Calculation of Individual Claims

The individual Settlement Share payment to a Settlement Class Member will be calculated based on Workweeks worked by each Settlement Class Member during the time period of April 10, 2016 through [date of preliminary approval]. Individual Settlement Shares for that time period will be calculated by dividing the number of weeks a Settlement Class Member worked in the role of a causal driver ("Casual") for Defendant in California from April 10, 2016 to [date of preliminary approval] ("Workweeks"), by all the number of weeks worked by all Settlement Class Members as Casuals in California during that time period, and then multiplying the resulting figure by the Net Settlement Fund.

The Individual Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period as a casual driver for a total of \_\_\_\_\_ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$\_\_\_\_\_.

If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o \_\_\_\_\_  
Fax No. \_\_\_\_\_

C. Release

Each member of the Settlement Class releases Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory that were or could have been alleged in the operative complaint in the Action arising during the period from April 10, 2016, to the date on which the Court grants final approval of the settlement and related to work performed as Casual employees ("Released Claims"). The Released Claims include, but are not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or underpayment of meal and rest break premiums, auto-deduction of meal periods, failure to timely pay final wages, and unfair business practices relating to the foregoing, up to and including the date of final approval by the Court. The Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including, but not limited to, any provision of the California Labor Code; Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*); California Business & Professions Code §§ 17200 *et seq.*; any provision of the applicable California Industrial Welfare Commission Wage Orders, or the Fair Labor Standards Act, based on the facts or claims alleged in the Complaint(s) in the Action. This release shall apply to all claims arising at any point between April 10, 2016 and the date of Final Approval ("Release Period"). Released Claims do not include claims by Settlement Class Members arising out of work performed in any capacity other than as a "casual employee."

## **YOUR OPTIONS UNDER THE SETTLEMENT**

### ***Option 1 – Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose Option 1, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released the claims as described above.

### ***Option 2 -- Opt Out of the Settlement***

You have the right to exclude yourself from the Class and the settlement. If you wish to

be excluded, you must mail a Request for Exclusion postmark no later than \_\_\_\_\_ at the address set forth below. The Request for Exclusion must contain the following: (a) the words “DHL EXPRESS, Case No. 3:20-cv-04490-RS” (b) your full name, (c) your address (d) the last four digits of your Social Security number, (e) the statement, “I wish to be excluded from the Settlement,” and (f) your signature. Mail your Request for Exclusion to:

[Address of  
Settlement  
Administrator]

If you timely request exclusion from the Class, you will be excluded from the Class, you will receive no payment from the settlement, and you will not be bound by the judgment entered in the Action.

### **Option 3 -- *Object to the Settlement***

If you decide to object to the settlement, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) the name and case number of this Action, (2) your full name, last four digits of their social security number, and current address, (3) the specific reason(s) for the objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider.

To submit such an objection, you must send it in writing to the Settlement Administrator at the address below no later than \_\_\_\_\_. The address where you send your objection is:

[Address of  
Settlement  
Administrator]

If you timely request to be excluded from the Class (as described above), you do not have the right to object to the settlement or speak at the Final Approval Hearing. If you do not exclude yourself from the Class, you are entitled to appear and speak at the Final Approval Hearing regardless of whether you have submitted a timely written objection pursuant to this paragraph. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys’ fees and costs.

### **ADDITIONAL INFORMATION**

This description of the Action is general and does not cover all of the issues and proceedings thus far. In order to see the complete file including the individual terms of the settlement, you may visit the following website:\_\_\_\_\_.

If you have any questions about the settlement, you may contact Class counsel, who have been appointed to represent the interests of the Class in this matter:

QUADRA & COLL, LLP  
James Quadra  
Email: [jquadra@quadracoll.com](mailto:jquadra@quadracoll.com)  
Rebecca Coll

Email: [rcoll@quadracoll.com](mailto:rcoll@quadracoll.com)  
649 Mission Street, Fifth Floor  
San Francisco, CA 94105  
Tel: (415) 426-3502

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT.