

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT


This Addendum (“Addendum”) to the Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daniel Campos (“Campos”) and defendant United Parcel Service, Inc. (“UPS”) (collectively “the Parties”).

1. The Parties have executed the Agreement subject to this Addendum.

2. The Parties agree that the general release contained in section 5.1 of the Agreement entitled “Each Named Plaintiff’s Release” shall not apply to UPS’s elimination of Campos’s clerk position that occurred on June 15, 2023 (“June 15, 2023 decision”). The general release in the Agreement, as written, will apply in all other respects to Campos and nothing in this Addendum shall limit in any way UPS’s defenses to any claim Campos may assert regarding the clerk position elimination. The Parties further agree that the maximum service payment Campos shall be eligible to receive will be \$10,000.00 (or the amount approved by the Court) if the Parties execute the Addendum and it is not rescinded in accordance with Addendum paragraph 3, below.

3. This Addendum will become null and void if Campos rescinds it in writing by executing the NOTICE OF RESCISSION set forth below prior to the hearing on the motion for preliminary approval currently set for January 19, 2024. Should Campos execute the NOTICE OF RESCISSION prior to the hearing date on the motion for preliminary approval, the general release described in Paragraph 2 above will be enforced in full with no-carve out for the June 15, 2023 decision and Campos will be eligible to receive the enhancement payment of \$30,000.00 as set forth in paragraph 3.2.1 of the Agreement, or the amount approved by the Court.

Dated: 10/31/2023



Plaintiff Daniel Campos

Dated: _____

Defendant United Parcel Service, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: 10/31/2023

ALEXANDER MORRISON + FEHR LLP



Michael Morrison, Esq.
Counsel for Plaintiffs

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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1. The Parties have executed the Agreement subject to this Addendum.

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Dated: _____

Plaintiff Daniel Campos

Dated: 10/31/2023

DocuSigned by:
Jessica Brown

Defendant United Parcel Service, Inc.

APPROVED AS TO FORM AND CONTENT:


Dated: _____

ALEXANDER MORRISON + FEHR LLP

Michael Morrison, Esq.
Counsel for Plaintiffs

Dated: 10/31/2023

COHELAN KHOURY & SINGER



Michael D. Singel, Esq.
Marta Manus, Esq.
Rosemary C. Khoury, Esq.
Counsel for Plaintiffs

Dated: 10/31/2023

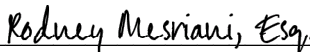
LEBE LAW, APC



Jonathan M. Lebe, Esq.
Counsel for Plaintiffs

Dated: 10/31/2023

MESRIANI LAW GROUP, APLC



Rodney Mesriani, Esq.
Counsel for Plaintiffs

Dated: _____

ALSTON & BIRD LLP

James R. Evans, Jr., Esq.
Ian A. Wright, Esq.
Counsel for Defendant
United Parcel Service, Inc.

Dated: _____

GBG LLP

Elizabeth A. Brown, Esq.
Counsel for Defendant
United Parcel Service, Inc.

NOTICE OF RESCISSION

I, Daniel Campos, hereby rescind the Addendum set forth above.

Dated: _____

Plaintiff Daniel Campos

Dated: _____

COHELAN KHOURY & SINGER

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

Dated: _____

LEBE LAW, APC

Jonathan M. Lebe, Esq.
Counsel for Plaintiffs

Dated: _____

MESRIANI LAW GROUP, APLC

Rodney Mesriani, Esq.
Counsel for Plaintiffs

Dated: 10/31/2023 _____

ALSTON & BIRD LLP

DocuSigned by:
Ian Wright

James R. Evans, Jr., Esq.
Ian A. Wright, Esq.
Counsel for Defendant
United Parcel Service, Inc.

Dated: 10/31/2023 _____

GBG LLP

DocuSigned by:
Lisa Brown

Elizabeth A. Brown, Esq.
Counsel for Defendant
United Parcel Service, Inc.

NOTICE OF RESCISSION

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Dated: _____

Plaintiff Daniel Campos