Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT GEORGIA
ATLANTA DIVISION

CHARLINDA WILLIAMS,

Plaintiff,

-vs.-

FEDERAL EXPRESS CORPORATION,

Defendant

Case No. 1:24-cv-01056-JPB

SETTLEMENT AGREEMENT

Table of Contents

INTRODUCTION 2

RECITALS 2

I. DEFINITIONS 5

II. CLASS CERTIFICATION 11

III. CLASS NOTICE 12

IV. INJUNCTIVE RELIEF 14

V. SETTLEMENT FUND 15

VI. DISTRIBUTIONS FROM THE SETTLEMENT FUND 16

VII. PLAN OF ALLOCATION FOR MONETARY SETTLEMENT 18

VIII. SETTLEMENT ADMINISTRATION 19

IX. PAYMENT OF FEES AND REIMBURSEMENT OF COSTS AND EXPENSES 22

X. NO ADMISSION OF WRONGDOING OR INFIRMITY OF CLAIMS 24

XI. APPROVAL 25

XII. CONDITIONS OF SETTLEMENT 29

XIII. RESTRICTIONS ON DEFENDANT'S CONTACT WITH CLASS MEMBERS 32

XIV. ISSUANCE OF NOTICE UNDER THE CLASS ACTION FAIRNESS ACT 33

XV. RELEASES 34

XVI. EFFECT OF TERMINATION 37

XVII. MISCELLANEOUS PROVISIONS 38

INTRODUCTION

Subject to approval by the United States District Court for the Northern District of Georgia, this Class Action Settlement Agreement is entered into by and among Plaintiffs, individually and on behalf of the Classes, as herein defined, and Defendant Federal Express Corporation to settle claims against Defendant, subject to the terms and conditions below. All capitalized terms shall have the meaning ascribed them by Section I of this Agreement.

RECITALS

A. Plaintiff Charlinda Williams filed the Complaint on March 11, 2024, docketed as Civil Action No.: 1:24-cv-01056-JPB in the United States District Court for the Northern District of Georgia, asserting claims on behalf of herself and classes of current and former employees of FedEx under the Uniformed Services Employment and Reemployment Rights Act. ECF No. 1.

B. Defendant filed a Motion to Transfer Venue Pursuant to 28 U.S.C. § 1404, and requested that the action be transferred to Judge Kearney sitting by designation in the District of Delaware on April 22, 2024. ECF No. 19. Plaintiff filed her Opposition on May 9, 2024. ECF No. 26.

C. On April 23, 2024, Plaintiff filed a consent Motion to Stay Deadline to file a motion for class certification, ECF No. 23, which the Court granted on April 23, 2024.

D. Defendant answered the Complaint on May 31, 2024, asserting various affirmative defenses. ECF No. 39.

E. The parties proceeded with discovery pursuant to the Court's Scheduling Order. ECF No. 32. As part of discovery, Plaintiff's counsel requested that Defendant provide certain data, information, and documents during the class period of the Pay Class which begins in 2023.

F. In August 2024, the parties began discussing the possibility of an early class-wide settlement for a Pay Class and an Injunctive Relief Class. On August 30, 2024, the Parties requested a stay of proceedings so they could exchange data, perform calculations and conduct settlement negotiations. ECF No. 33. The Court granted this Motion on September 3, 2024. ECF No. 34. The Court granted several more subsequent motions to continue the stay, through April 20, 2026.

G. In order to discuss the amounts to be paid as past wages or salary to the Pay Class, Plaintiff's counsel requested and Defendant agreed provide certain data, information, and documents during the class period of the Pay Class which begins in 2023. *See* Dkt No. 43 ¶ 2. This class-wide information included employee pay data and data about its employees' military leaves as well as most of the other documents and information requested by Plaintiff's counsel. *Id.*

H. In December 2024, counsel for the Parties discussed FedEx's implementation of a paid military leave benefit to potentially resolve the claims of

the Injunctive Relief Class. By December 20, 2024, the Parties had agreed upon a paid military leave benefit, which if approved by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, would resolve the claims of the Injunctive Relief Class. Consistent with the Parties' agreement, on January 1, 2025, FedEx began providing a paid military leave benefit providing for up to 80 hours per fiscal year in paid short-term military leave for permanent full-time employees and 40 hours per fiscal year in paid short-term military leave for permanent part-time employees.

I. Beginning in November 2024 and through at least December 2, 2025, Defendant produced military leave data for short-term military leaves for the Pay Class through December 31, 2024. *See* ECF No. 42 ¶¶ 8, 10, 11.

J. Using the data that Defendant produced, Plaintiff's counsel and Defendant calculated alleged damages for the period of the Pay Class Period. *See* ECF No. 42 ¶ 12. After Plaintiff's counsel and Defendant completed its calculations, the Parties exchanged written settlement proposals that addressed both monetary and non-monetary terms. ECF No. 40 ¶ 12.

K. After exchanging those proposals and having other discussions, Counsel for the Parties scheduled and held a video meeting among Plaintiff's counsel and Defendant's counsel on January 6, 2026 that lasted approximately three and one-half hours from 130pm ET until 5 pm ET. ECF No. 42 ¶ 12 At that meeting,

counsel for the Parties exchanged numerous offers and counteroffers. Substantial progress was made at that meeting. *Id.* At the conclusion of the meeting, counsel jointly decided to discuss the offers with their respective clients and engage in further discussions. *Id.*

L. After the meeting and after conferring with their respective clients, Plaintiff's counsel and Defendant's counsel had further communications about settlement throughout late January and early February 2026.

M. On February 13, 2026, the Parties reached a settlement in principle and executed a settlement term sheet regarding the claims for both the Injunctive Relief Class and the Pay Class subject to court approval pursuant to Rule 23(e).

N. Plaintiff's Counsel have concluded that the terms of this Settlement are fair, reasonable, adequate and in the best interests of the proposed Classes, and have agreed to settle the Action on the terms set forth herein.

O. Defendant denies the material allegations asserted in the Action and denies any wrongdoing or liability whatsoever, and states that it is entering into the Settlement to avoid the cost, disruption, and uncertainty of litigation.

P. The Parties desire to promptly and fully resolve and settle with finality all of the claims on the terms set forth herein and subject to the approval of the Court.

I. DEFINITIONS

As used in this Agreement, the following terms have the following meanings,

unless a section or subsection of this Agreement specifically provides otherwise.

A. "Action" means the lawsuit entitled *Charlinda Williams v. Federal Express Corporation*, docketed as Civil Action No.: 1:24-cv-01056-JPB in the United States District Court for the Northern District of Georgia.

B. "CAFA" means the Class Action Fairness Act.

C. "Cash Settlement Amount" means nine hundred thousand dollars ($900,000.00) paid by or on behalf of Defendant.

D. "Classes" means both the Pay Class and the Injunctive Relief Class.

E. "Class Counsel" means R. Joseph Barton of The Barton Firm LLP, Stephen J. Anderson of Kenneth S. Nugent, P.C., Matthew Z. Crotty of Riverside NW Law Group, PLLC, and Thomas G. Jarrard of Law Office of Thomas G. Jarrard LLC.

F. "Class Account Data" means the FedEx employee pay data and data about its employees' military leaves, as described in Recitals G and I, produced by Defendant to Class Counsel before January 6, 2026.

G. "Class Data" means the data to be provided by Defendant in order to provide notice to the Class as described in Paragraph III.5.

H. "Class Member" means an individual who is a member of one of the Classes.

I. "Class Notice" means a form of notice provided to the Class Members

that complies with the requirements of this agreement, Fed. R. Civ. P. Rule 23, and is approved by the Court.

J. "Class Notice Packet" means the Class Notice and any other forms approved or directed by the Court.

K. "Complaint" means the Complaint (ECF No. 1) or any Amended Complaint.

L. "Confidential Supplemental Side Agreement" means the confidential Supplemental Agreement executed by Class Counsel and counsel for Defendant (filed under Seal with the Court) that sets forth the conditions on which Defendant will have the option to terminate this Settlement in the event that more than specified percentage of the Pay Class validly and timely requests to be excluded from the settlement.

M. "Court" means the United States District Court for the Northern District of Georgia.

N. "Defendant" means Federal Express Corporation.

O. "Defense Counsel" means the undersigned counsel for Defendant.

P. "Escrow Account" means an account established by Class Counsel and Defendant in the name of the "FedEx USERRA Post-2023 Class Settlement Fund" into which the Cash Settlement Amount has been paid.

Q. "Excluded Persons" means all former or current salaried employees of FedEx who have only worked at FedEx after October 31, 2020.

R. "FedEx" means Federal Express Corporation.

S. "Fee & Expense Award" will have the meaning set forth in Section IX of this Agreement.

T. "Final Approval Motion" means the motion to be filed by Class Counsel requesting that the Court grant final approval of the Settlement pursuant to Fed. R. Civ. P. 23(e).

U. "Final Approval Order" means the Order and Final Judgment, substantially in the form of an Order described in Section XI(2) below.

V. "Injunctive Relief Class" means "current permanent non-pilot employees of FedEx at any time from January 1, 2025 through the date that this agreement is signed by Lead Class Counsel who were also in the military at the same time they were employed by FedEx," other than the Excluded Persons.

W. "Lead Class Counsel" means R. Joseph Barton of The Barton Firm, LLP.

X. "Non-Appealable" means an order entered by the Court is no longer subject to appeal, which will occur: (i) if no appeal is taken therefrom, on the date on which the time to appeal therefrom (including any extension of time) has expired; or (ii) if any appeal is taken therefrom, on the date on which all appeals therefrom, including any petitions for rehearing or re-argument, petitions for rehearing *en banc*, and petitions for writ of *certiorari* or any other writ, or any other form or review,

have been finally disposed of, such that the time to appeal therefrom (including any extension of time) has expired, in a manner resulting in an affirmance of the Final Approval Order.

Y. "Parties" or "Settling Parties" means collectively Plaintiffs individually and on behalf of the Classes, and Defendant.

Z. "Party" refers to any of the Parties.

AA. "Pay Class" means "current and former permanent non-pilot employees of FedEx who took short-term military leave (periods of 14 days or fewer) from their employment with FedEx at any time from January 1, 2023 through December 31, 2024, and during that short-term military leave were not paid the compensation they would have earned had they worked for FedEx instead of taking military leave," other than the Excluded Persons.

BB. "Plan of Allocation" means the plan for distribution of the proceeds of the Cash Settlement Fund as proposed by Class Counsel to be approved by the Court.

CC. "Preliminary Approval Order" means the "Order Preliminarily Approving Settlement, Approving Form of Notice, and Setting Final Approval Hearing" in this Action, substantially in the form described in Section XI(1).

DD. "Plaintiffs" means Charlinda Williams and Richard Quichocho.

EE. "Plaintiffs' Counsel" means R. Joseph Barton of The Barton Firm LLP, Stephen J. Anderson of Kenneth S. Nugent, P.C., Matthew Z. Crotty of Riverside

NW Law Group, PLLC, and Thomas G. Jarrard of Law Office of Thomas G. Jarrard LLC.

FF. "Settled Claims" means the Settled Class Claims as well as other claims released pursuant to this Settlement as provided in Section XV.

GG. "Settled Class Claims" means the claims that the Classes will release pursuant to this Settlement as provided in Section XV.

HH. "Settlement" means the settlement and compromise of this Action as provided for in this Settlement Agreement.

II. "Settlement Administrator" means any person appointed by the Court, who is to be responsible for, among other things, providing the Class Notice Packet to Class Members and/or assisting with the administration of the Settlement.

JJ. "Settlement Agreement" means this Class Action Settlement Agreement and any accompanying Exhibits, including any subsequent amendments thereto and any Exhibits to such amendments.

KK. "Settlement Fund" means the Cash Settlement Amount plus any earnings and interest thereon, minus any Court-approved deductions and expenses.

LL. "Tax" or "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or

regarding franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, *ad valorem*, stamp, transfer, value added or gains taxes; license, registration, and documentation fees; and customs' duties, tariffs, and similar charges.

MM. "Termination Notice" will have the meaning set forth in Section XVI.1 of this Settlement Agreement.

II. CLASS CERTIFICATION

1. Motion. In connection with the Motion for Preliminary Approval, Plaintiffs will file a motion seeking to certify the claims on behalf of (a) the Pay Class pursuant to Rule 23(b)(2), to the extent consistent with Eleventh Circuit law, or alternatively seek to certify the Pay Class pursuant to Rule 23(b)(3) and (b) the Injunctive Relief pursuant to Rule 23(b)(2), or alternatively, pursuant to Rule 23(b)(3).

2. Non-Opposition. Defendant will not oppose certification of the Classes for settlement purposes, including on any appeal concerning the approval of this Settlement.

3. Appointment of Class Representatives. As part of or along with the Motion for Class Certification, Class Counsel will request the Court appoint (a)

Richard Quichocho as the class representative for the Injunctive Relief Class and (b) Charlinda Williams as class representative for the Pay Class and may also seek to have Richard Quichocho as the class representative for the Pay Class. Class Counsel will file an Amended Complaint to add Richard Quichocho as a Plaintiff and Defendant will stipulate to that amendment.

4. **Parties' Cooperation**. The Parties will cooperate and each use their best reasonable efforts to obtain certification of the Classes.

III. CLASS NOTICE

1. **Provision of Class Notice**. The Settlement Administrator shall provide the Class Notice Packet to the Class Members by no later than the date specified in the Court's Preliminary Approval Order.

2. **Contents**. The Class Notice will contain a brief description of the claims advanced by the Classes; a summary of the terms of the Settlement Agreement; the maximum amount of attorneys' fees and costs Plaintiffs' Counsel will seek; a description of the proposed Plan of Allocation of the Settlement Fund to the Pay Class; a description of the injunctive relief to the Injunctive Relief Class; and will provide information about the Final Approval Hearing.

3. **Method of Providing Class Notice.** Class Notice Packet will be provided to each individual Class Member: (a) by email to the extent that email is known and available or by mailing via first class U.S. Mail and (b) by posting the

Class Notice (and other documents filed in the litigation) on a dedicated website. Defendant will cooperate with Class Counsel to facilitate providing Class Notice and other settlement-related communications by providing any email addresses (to the extent such information is reasonably available in the records of Defendant) and also any mailing addresses for all Class Members.

4. Undeliverable Notices. In the event that a Class Notice is sent by email and returned as undeliverable, the Class Notice will be sent by U.S. Mail. In the event that a Class Notice sent by U.S. Mail is returned as undeliverable, the Settlement Administrator will make reasonable efforts to obtain a valid mailing address and promptly resend the Class Notice to the Class Member by U.S. Mail.

5. Class Data. Within 10 days of this Agreement being fully executed (which time may be extended with the agreement of Lead Class Counsel), Defendant will provide Class Counsel with the following updated contact information in electronic form for each Class Member, to the extent such information is reasonably available in Defendant's files: (1) name; (2) a street mailing address; (3) e-mail address(es); (4) telephone numbers; (5) identifying information sufficient to link this to previously produced Class Account Data regarding Class Members and (6) any updated information regarding Class Members military leave and pay. This Class Data will be used solely for this litigation. Within 10 days after the Court certifies the classes, Defendant will provide an updated list containing Class Member Social

Security numbers to the Settlement Administrator and Class Counsel. Defendant will also provide other information reasonably requested by Class Counsel or the Settlement Administrator.

6. **Declaration Regarding Class Notice**. Within 30 days after the date on which Notice is required to be sent, the Settlement Administrator will file a declaration with the Court confirming that the Notice and related information was sent in accordance with the Preliminary Approval Order.

IV. INJUNCTIVE RELIEF

1. **Paid Military Leave.** Defendant will provide an annual allotment of paid military leave for leaves of 21 days or fewer to Injunctive Relief Class Members from January 1, 2025 to December 31, 2029 on the following terms:

a. Through December 31, 2027, full-time employees will be eligible for at least 80 hours per year and part-time employees will be eligible for at least 40 hours per year, i.e., materially consistent with terms set forth in the Policy – Military Leave effective January 2, 2025 and currently in effect.

b. From January 1, 2028 through December 31, 2029, FedEx will maintain a policy of paid military leave for leaves of 21 days or fewer that is at least as generous as the pay provided to employees taking leave to perform jury duty.

2. **Requested Findings.** The Parties will request that the Court make a finding that this relief provides military leave benefits that are commensurate with paid leave offered for allegedly-comparable leaves offered by FedEx at the time that this Agreement was executed.

3. **Treatment of Paid Military Leave.** Payments made pursuant to this Section IV of this Settlement will be treated as wages for tax purposes and will be included as compensation the same as any other wages for purposes of any bonus or calculation of benefits under any retirement plans that exist now or in the future.

V. SETTLEMENT FUND

1. **Payment of Cash Settlement Amount**. Defendant will pay the Cash Settlement Amount ($900,000) into the Escrow Account within 30 days of the latter of execution of this Settlement Agreement and Class Counsel providing all information necessary for FedEx to make the payment into the Escrow Account.

2. **Custody of Settlement Fund.** The Settlement Fund held in the Escrow Account will be administered in accordance with the terms of this Settlement Agreement and the Orders of the Court. Except as provided herein, the Settlement Fund will not be paid to the Pay Class Members pursuant to the Plan of Allocation until the Final Approval Order becomes Non-Appealable.

3. **Management of the Settlement Fund.** Until the Final Approval Order becomes Non-Appealable or until the Settlement is terminated in accordance with

this Agreement, the Settlement Fund will be held in the Escrow Account, for which an Escrow Agent will act pursuant to the terms of the Escrow Agreement or as ordered by the Court. After the Final Approval Order becomes Non-Appealable, Class Counsel will have the sole right and duty to manage the Settlement Fund in compliance with the terms of the Final Approval Order. Any earnings or interest earned by the Settlement Fund will become part of the Settlement Fund.

4. Qualified Settlement Fund. The Settlement Fund is intended by the Settling Parties to be a "qualified settlement fund" for federal income tax purposes under Treas. Reg. § 1.468B-1 at the earliest date possible.

VI. DISTRIBUTIONS FROM THE SETTLEMENT FUND

1. Expenses Before the Effective Date. Until the Final Approval Order becomes Non-Appealable or the Settlement is terminated in accordance with this Agreement, Lead Class Counsel will be authorized to pay from the Settlement Fund upon notice to Defense Counsel (a) amounts sufficient to pay the Settlement Administrator for the expense of notice; (b) any actual or estimated taxes on any income earned on the Settlement Fund, and (c) all costs and expenses related to the preparation of such tax filings or payments. Any dispute regarding the reasonableness of any expense incurred, paid, or owing will be adjudicated by the Court, but in no event will such a dispute require Class Counsel to cause or allow the Settlement Fund to fail to file a tax return or make a tax payment in a timely manner.

2. **Tax Reserve After the Effective Date**: Upon the Final Approval Order becoming Non-Appealable, Class Counsel will be authorized to establish a reserve out of the Settlement Fund to pay any Taxes that are or will be owed (but not yet due) and for expenses related to payment of Taxes, filing of tax returns or, to the extent not yet incurred, costs of settlement administration.

3. **Distribution to Pay Class Members.** After the Final Approval Order becomes Non-Appealable, the Settlement Fund will be distributed to Pay Class Members pursuant to the Court-approved Plan of Allocation. The following payments will be made from the Settlement Fund prior to any distributions to Pay Class Members: (a) any Taxes on the income or earnings by the Settlement Fund, any tax-related expenses, and the creation of any reserve for future expenses (as described above); (b) any expenses incurred in connection with the administration of the Settlement Fund. After deduction of the foregoing, the Settlement Fund will be distributed to the Pay Class Members in accordance with the Plan of Allocation, and in amounts to each individual Pay Class Member as directed by Class Counsel or the Settlement Administrator.

4. **Tax Liability**. Each recipient of any monies paid in accordance with this Agreement is responsible for any taxes associated with the monies received by that recipient, provided however that FedEx agrees to pay 100% of the employer's share of any applicable payroll taxes associated with payments made to Pay Class

Members in addition to and separate from the Cash Settlement Amount. Plaintiffs, on behalf of themselves and the Pay Class Members, acknowledges and agrees that none of them have relied upon any advice from FedEx or Class Counsel as to the taxability of the payments received pursuant to this Settlement Agreement. 65% of the amounts paid to Pay Class Members shall be treated as wages for the purposes of withholding all applicable local, state and federal taxes, and 35% shall be treated as remuneration for damages separate and distinct from lost wages.

5. Effect on Retirement Benefits. Notwithstanding any treatment of payments as wages under this Settlement for tax purposes, the Settlement for the Pay Class does not give rise to any obligation to recalculate or adjust pension or other retirement benefits under the FedEx Corporation Employees' Pension Plan.

VII. PLAN OF ALLOCATION FOR MONETARY SETTLEMENT

1. Proposed Plan of Allocation. Class Counsel will propose and submit a Plan of Allocation to the Court as to the recommended method of determining and distributing the proceeds of the Settlement Fund to members of the Pay Class. Class Counsel will recommend a method that allocates the Net Settlement Fund in accordance with the pro rata interest of each member of the Pay Class.

2. Defendant's Non-Involvement. Defendant shall have no responsibility for preparing or any right to provide input into and will take no position on the Plan of Allocation.

3. No Claim Based on Distribution in Accordance with the Plan of Allocation. The Pay Class and its members will not have any claim against, and will hold harmless, Plaintiff, Defendant, counsel to any of the foregoing (including Class Counsel), the Settlement Administrator, or other individuals involved in the distribution under the Plan of Allocation, from any claim based on any distributions of the Settlement Fund made substantially in accordance with this Settlement Agreement, the Plan of Allocation, or as otherwise may be authorized by the Court.

VIII. SETTLEMENT ADMINISTRATION

1. Appointment of Settlement Administrator. Class Counsel shall propose a qualified person to act as Settlement Administrator. Any such Settlement Administrator will be approved and appointed by the Court to administer the Settlement and will report to Class Counsel and the Court. The Settlement Administrator will have experience providing notice to Class Members and administering settlements in employment or employee benefit class action settlements and settlement funds. The Settlement Administrator shall not be any business with or in which any Party or their counsel (or the firm of such counsel) has any familial relationship or financial interest. The Parties and their counsel will reasonably cooperate with the Settlement Administrator to facilitate providing Class Notice and other settlement-related communications and administration.

2. Settlement Administrator's Responsibilities. The Settlement

Administrator will undertake the following tasks to administer this Settlement consistent with the terms of this Settlement, the Plan of Allocation, and the Orders of the Court and such other procedures required by the Court or as directed by Class Counsel:

a. Email and/or print and mail the Class Notice Packet to the Class Members in accordance with this Settlement Agreement and any order of the Court and undertake to trace and re-mail all undeliverable Class Notice Packets or other reasonable steps to locate missing Class Members;

b. Provide any information on any new addresses to Class Counsel;

c. Provide Class Counsel and Defense Counsel with copies of any requests for exclusions or objections to the Settlement (to the extent such requests or objections are not filed with the Court);

d. Respond to questions from Class Members or refer Class Members to Class Counsel for responses;

e. Maintain and staff a toll-free phone number and a web site until six (6) months after distributions of the Settlement Fund have been made to the Pay Class Members;

f. File with the Court a declaration confirming compliance with the procedures approved by the Court for providing notice to the Class;

g. Determine for purposes of allocation of the Net Settlement Amount, subject to the approval by the Court, whether Class Members claiming to have sufficiently established either their status as members of the Class or their account data differs from the Class Account Data and send notice of determinations or adjudications to those persons;

h. Calculate the amount of the Net Settlement Amount to be allocated to each Pay Class Member entitled to payment from the Net Settlement Amount by name and amount;

i. Calculate for any payments to be made to Pay Class Members amounts that must be reported as income, withhold from payments of the settlement proceeds to Class Members any applicable payroll taxes, determining the employer's share of taxes, and as necessary, remit such funds to the appropriate taxing authorities, along with any associated tax reporting, return and filing requirements;

j. Distribute payments of the settlement proceeds to Pay Class Members, consistent with instructions from Class Counsel and the Court-approved Plan of Allocation;

k. Monitor the Qualified Settlement Fund and file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitations the returns described in

Treas. Reg. Section 1.468B-2(k));

l. Ensure that Class Data and Class Account Data is used solely for the administration of this Settlement and is shared only with any persons or entities employed by the Settlement Administrator or for purposes of the administration of this Settlement. Because that data contains personal information, the Settlement Administrator shall maintain the data securely and in confidence, maintaining the strictest standards of data privacy, except as necessary to fulfill its responsibilities to administer the Settlement.

m. Any other responsibilities set forth in this Agreement and any other responsibilities agreed to by the Settling Parties related to administration of the Settlement and consistent with the orders of the Court or any other responsibilities ordered by the Court.

3. **Class Notice Costs and Expenses.** All costs and expenses for the Class Notice and the Settlement Administrator will be paid from the Settlement Fund.

IX. PAYMENT OF FEES AND REIMBURSEMENT OF COSTS AND EXPENSES

1. **Attorneys' Fees & Expenses From the Settlement Fund.** Class Counsel will be entitled to file a motion for an award of attorneys' fees and reimbursement of litigation expenses, including settlement administration expenses, and costs from the Settlement Fund. By a date to be set by the Court, and prior to the

deadline for Class Members to object to the Settlement, Class Counsel will file any motion for (a) an award of attorney's fees (the "Fee Award') (b) reimbursement of any litigation costs and expenses ("Expense Award") and (c) authorization to pay settlement administration expenses ("Settlement Administration Expenses"). Any Fee Award, Expense Award and Settlement Administration Expenses will be paid out of the Settlement Fund.

2. **Non-Materiality of Award of Attorneys' Fees and Reimbursement of Expenses to Settlement.** In the event that this Court refuses to award attorneys' fees or allow reimbursement of expenses/costs, in whole or in part, or if any such award is rejected or modified on appeal, such rejection or modification will not constitute a material modification of this Settlement Agreement, will not void this Settlement Agreement, and will not provide a basis for any Party to withdraw from this Settlement Agreement.

3. **Payment of Fees/Expenses to Class Counsel.** All amounts to be paid pursuant to this Section will be paid into an account designated by Class Counsel to be distributed and allocated among any Plaintiffs' Counsel as directed by Lead Class Counsel. Defendant will not have any input as to the division of such fees and expenses among Plaintiffs' Counsel.

4. **Timing of Payment of Attorneys' Fees and Reimbursement of Expenses.** In the event that there is no appeal of the Final Judgment of the

Settlement, but an appeal solely of a Fee Award or an Expense Award (or a portion thereof), (a) Class Counsel will be entitled to a disbursement of such expenses/costs as to which there is no appeal or the amount which is not contested on appeal (b) such an appeal will not prevent the Class Settlement from becoming Non-Appealable nor prevent or delay distribution of the Settlement Fund to Class Members.

5. Defendant's Attorneys' Fees & Expenses. Defendant will bear its own attorneys' fees, expenses, and costs. No amount of the attorneys' fees, expenses, or costs of this Litigation incurred by Defendant will be paid by the Settlement Fund or charged to any Class Member.

X. NO ADMISSION OF WRONGDOING OR INFIRMITY OF CLAIMS

1. No Admission of Liability. This Settlement Agreement embodies a compromise of disputed claims and nothing in the Settlement Agreement will be interpreted or deemed to constitute any finding of wrongdoing by Defendant or give rise to any inference of liability in this or any other proceeding. This Settlement Agreement will not be offered or received against Defendant as any admission by any such Party with respect to the truth of any fact alleged by Plaintiff or the validity of any claim asserted in the Action or of any liability, negligence, fault, or wrongdoing of any such Party.

2. No Admission of Infirmity. This Settlement Agreement is not, nor

may it be deemed to be or used as an admission or evidence of, any infirmity in the claims asserted by Plaintiff and Class Members.

3. **Use of Agreement.** This Settlement Agreement may be used in such proceedings as may be necessary to consummate or enforce this Settlement Agreement or the Final Approval Order, and any Party may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against it to support a claim, a defense, or a counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or in any action that may be brought to enforce any claim assigned pursuant to this Settlement Agreement.

XI. APPROVAL

1. **Preliminary Approval Order.** Class Counsel, on behalf of the Class, will move the Court to enter the Preliminary Approval Order ("Preliminary Approval Motion"). The Preliminary Approval Motion will seek an Order in a form agreed upon by the Settling Parties which will propose among other things:

a. Certification of the claims in this under Rule 23(b)(2) on behalf of the Class, including appointing Plaintiff Williams and/or Plaintiff Quichocho as the Pay Class Representatives, Plaintiff Quichocho as the Injunctive Relief Class Representative, and appointing Class Counsel

pursuant to Rule 23(g);

b. Preliminary Approval of the Settlement as set forth in this Settlement Agreement, subject to further hearing and determination under Fed. R. Civ. P. 23(e);

c. Approval of the form of Class Notice, substantially in the form agreed-upon by the Parties, and the manner of distribution and publication which is consistent with this Agreement, Fed. R. Civ. P. Rule 23, and the requirements of due process;

d. Authorization of the payment of Settlement Administration expenses out of the Settlement Fund;

e. Preliminary Approval of the Plan of Allocation;

f. Appointment of the Settlement Administrator;

g. Finding that the Settlement Fund meets the requirements of a "qualified settlement fund" under Treas. Reg. § 1.468B-1

h. Deadlines by which any member of the Pay Class must submit any challenge to any of the Class Account Data;

i. Deadlines by which all objections to the Settlement must be made and if either Class is certified under a Rule 23(b)(3), a deadline for requests for exclusion to be filed;

j. Provide that any objections or any requests for exclusion (if

either class is certified under Rule 23(b)(3)) that are not filed with the Court will be submitted to the Court ;

k. Schedule a hearing for the Court to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether an Order finally approving the Settlement Agreement should be entered ("Final Approval Hearing");

l. That no objection to the Settlement Agreement will be heard and no papers submitted in support of said objection will be received and considered by the Court at the Final Approval Hearing unless the objection and reasons therefore, along with copies of any supporting papers, are filed with the Clerk of the Court and served on the Parties within the deadline to object;

m. Deadlines for filing a Final Approval Motion, and Class Counsel's application for a Fee and Expense Award;

n. That the Final Approval Hearing may be continued from time to time by Order of the Court if necessary, and without further notice to the Class; and

o. Requiring Defendant to produce the Class Data required pursuant to this Agreement to the extent that such data is reasonably available and within their possession, custody or control.

p. To the extent requested by Defendant, approval of the form of notice by Defendant under the Class Action Fairness Act of 2005 ("CAFA").

2. Final Approval of the Settlement. If the Court preliminarily approves this Settlement (and none of the conditions to terminate this Agreement has been exercised), Class Counsel will file a Final Approval Motion, which will seek entry of a proposed Final Approval Order in a form to be agreed upon by the Settling Parties and will, among other things, request that the Court order and/or find as follows:

a. Final Approval of the Settlement of the claims of the Classes set forth in this Settlement Agreement;

b. The Settlement is fair, reasonable, and adequate to the Classes pursuant to Fed. R. Civ. P. 23(e);

c. Final Approval of the Plan of Allocation;

d. Dismissal of the Action against Defendant with prejudice;

e. Adjudge that Plaintiffs and the Classes will be deemed conclusively to have released and waived any and all Settled Class Claims against Defendant as provided in this Settlement Agreement;

f. Adjudge that Defendant has released and waived any and all Settled Claims against Plaintiff and the Class as provided in this

Settlement Agreement;

g. Bar and permanently enjoin the Parties and the Classes from prosecuting any and all Settled Claims, as provided in this Settlement Agreement, against any Party from whom they have released claims;

h. Determine Class Counsel's application for a Fee & Expense Award;

i. Retain exclusive jurisdiction, without affecting the finality of the Order entered, with regard to: (i) implementation of this Settlement Agreement; (ii) disposition of the Settlement Fund and distributions from the Settlement Fund; (iii) any disputes about the allocation of Attorneys' Fees and Expenses among Plaintiffs' Counsel and (iv) enforcement and administration of this Settlement Agreement; and

j. To the extent that Defendant has timely complied with CAFA and provided CAFA Notice consistent with this Agreement, that notice to the appropriate state and federal officials has been provided as required by CAFA and Defendant has satisfied their obligations pursuant to 28 U.S.C. § 1715.

XII. CONDITIONS OF SETTLEMENT

1. **Court Approval.** Each of the following is an express condition of Settlement: (a) the Court certifies Count I as a class action under Rule 23 on behalf

of the Classes substantially similar to that as defined in this Agreement; (b) the Class Account Data that Defendant produced prior to January 6, 2026 is materially correct; (c) the Court enters a Preliminary Approval Order substantially in the form required by this Agreement; (d) the Court enters the Final Approval Order, substantially in the form required by this Agreement and (e) the Final Approval Order becomes Non-Appealable.

2. **Effect of Modification of the Class Definition**. In the event that the Court does not certify the Classes substantially similar to the definitions as set forth in this Settlement Agreement, Lead Class Counsel and Defendant will each have the right to withdraw from and void this Settlement so long as the notice of the exercise of such right is provided to the Court and the opposing Party within 14 days after the date on which the Court issues such order. In the event that either Lead Class Counsel or Defendant provides a Termination Notice pursuant to Section XVI.1 based on the modification of the class definition and the Parties fail to reach agreement as provided under Section XVI.2, any dispute concerning this provision will be submitted to the Court, which (along with any appellate court) will have sole authority to resolve that dispute.

3. **Material Correctness of Defendant's Information About Class Members**. A condition of this Settlement is that the Class Account Data provided to Class Counsel is materially correct. In the event that Class Counsel provides a

Termination Notice pursuant to Section XVI.1 based on such information/data being not materially correct and the Parties fail to reach agreement as provided under Section XVI.2, Defendant shall have an opportunity to submit any dispute over the material correctness of such information/data to the Court, which (along with any appellate court) will have sole authority to resolve that dispute. In the event that the Class Account Data produced by Defendant to Class Counsel is determined to be not materially correct, Class Counsel will have the right (subject to the Termination provisions in Section XVI and the dispute resolution provision in the previous sentence), prior to the Final Approval Hearing, to withdraw from and void this Settlement so long as the notice of the exercise of such right is provided to the opposing Party within 14 days after the date Class Counsel learns of the material incorrectness of the data. In the event that Class Counsel only learns after the Final Approval Hearing that the Class Account Data provided to Class Counsel was not materially correct, this Agreement does not affect the rights or remedies which the Parties may have under state or federal law beyond those provided in this Agreement.

4. Effect of Opt-Outs If the Class is Certified Under Rule 23(b)(3). If the Court certifies a Class under Rule 23(b)(3), and if the number of Class Members identified in the data produced by FedEx who timely and validly request exclusion as determined by the Court (the "opt-outs") exceeds the percentage in the

Confidential Side Agreement of the total number of Class Members in the Class Account Data produced by Defendant prior to January 6, 2026, Defendant will have the right to withdraw from and void this Settlement so long as the notice of the exercise of such right is provided to the Court and Class Counsel within 14 days after the opt-out deadline consistent with and subject to the Termination provisions in Section XVI. In the event that Defendant provides a Termination Notice pursuant to Section XVI.1 based on the number of opt-outs and the Parties fail to reach agreement as provided under Section XVI.2, any dispute concerning the percentage of opt-outs or the amount of the reduction will be submitted to the Court, which (along with any appellate court) will have sole authority to resolve that dispute.

5. **Non-Conditional Matters.** None of the following are conditions of the Settlement: (a) Court approval of the Fee & Expense Award, (b) Court approval of the proposed Plan of Allocation or (c) Court certification of a Class under Rule 23(b)(3) rather than Rule 23(b)(2). No action by the Court or any courts of appeal as to any of the foregoing will prevent the Final Approval Order allowing the approval of the Settlement from becoming Non-Appealable.

XIII. RESTRICTIONS ON DEFENDANT'S CONTACT WITH CLASS MEMBERS

1. **Defendant's Contact with Class Members**. Prior to the date Final Approval has been entered, Defendant, Defense Counsel, or any person acting on behalf of Defendant or Defendant's Counsel will not communicate with any Class

Member about this Action or Settlement except (a) with the prior written consent of Class Counsel (b) as provided in this Section or (c) as allowed by the Court (including Court-approved communications).

2. Communications Initiated by Class Members. To the extent that a Class Member initiates any communication with Defendant or Defense Counsel about this Action or the Settlement prior to the date the Final Approval Order has been entered, Defendant or Defense Counsel will respond by (a) advising the Class Member to contact Class Counsel and (b) promptly advise Class Counsel about the communication including the name and any contact information of the Class Member.

3. Communications Initiated by Members Solely Related to the Administration of Injunctive Relief. The restrictions on communications articulated in Sections XIII.1 and XIII.2 do not apply to inquiries from members of the Injunctive Relief Class, or Defendant's responses thereto, related to compensation allegedly due for specific dates, provided that all of Defendant's communications under this subparagraph are communicated through Defendant's Human Resources Department.

XIV. NOTICE UNDER THE CLASS ACTION FAIRNESS ACT

1. CAFA Notice. Pursuant to CAFA, Defendant, at its own expense, will prepare and provide the CAFA Notice, including the notices to the United States

Department of Justice, the United States Department of Labor, and to the Attorneys General of all states in which the Class Members reside, as specified by 28 U.S.C. § 1715, within ten (10) days of the filing of this Settlement Agreement.

2. CAFA Notice Provided to Class Counsel. Defendant will provide Class Counsel with a copy of the CAFA Notice and materials that Defendant sends within three (3) business days after such notices have been sent. The CAFA Notice and materials will be provided without further request by Class Counsel.

XV. RELEASES

1. As to the Class Claims. Upon the Final Approval Order becoming Non-Appealable, and provided that each Party has performed their respective obligations under this Settlement Agreement to be performed on or prior to such date by such Party:

a. Release of Defendant by Plaintiffs & the Pay Class. Plaintiffs and the Pay Class (including their heirs, executors, administrators, successors, and assigns), fully and finally release Defendant, its past, present, and future officers, directors, shareholders, members, affiliates, independent contractors, agents, insurers, insurance administrators, employees, attorneys, fiduciaries, trustees, heirs, administrators, executors, devisees, conservators, representatives, parents, subsidiaries, predecessors-in-interest, successors-in-interest,

trusts, spouses, and assigns, from any and all claims, or causes of action, whether in law or in equity, whether known or unknown, whether fixed or contingent, that existed from January 1, 2023 through December 31, 2024 and consist of the claims set forth in the Complaint which were filed by Plaintiffs on behalf of the Pay Class or the claims that the Pay Class Members have based on or arising out of the same identical factual predicate as those claims, including any claim for damages for paid short-term military leave under Section 4316(b) from January 1, 2023 through December 31, 2024. The release will not release other USERRA claims based on a different factual predicate.

b. Release of Defendant by Plaintiff Quichocho & the Injunctive Relief Class. Plaintiff Quichocho and the Injunctive Relief Class (including their heirs, executors, administrators, successors, and assigns), fully and finally release Defendant, its past, present, and future officers, directors, shareholders, members, affiliates, independent contractors, agents, insurers, insurance administrators, employees, attorneys, fiduciaries, trustees, heirs, administrators, executors, devisees, conservators, representatives, parents, subsidiaries, predecessors-in-interest, successors-in-interest, trusts, spouses, and assigns, from any and all claims, or causes of action, whether in law or

in equity, whether known or unknown, whether fixed or contingent, that existed from January 1, 2025 through the date of the execution of this Agreement and consist of the claims set forth in the Complaint which were filed by Plaintiffs on behalf of the Injunctive Relief Class or the claims that the Injunctive Relief Class Members have based on or arising out of the same identical factual predicate as those claims for paid short-term military leave under Section 4316(b) from January 1, 2025 through December 31, 2029. The release will not release other USERRA claims based on a different factual predicate.

c. **Release of Plaintiffs and the Classes by Defendant.** Defendant fully and finally releases Plaintiffs, each Class Member, Plaintiffs' Counsel (and any of their attorneys), and Class Counsel from any and all claims or causes of action, whether in law or in equity, whether known or unknown, that Defendant has or has had against Plaintiffs, each Class Member, Plaintiffs' Counsel (including the respective firms and any attorneys or employees of those firms) or Class Counsel that relate to the filing, commencement, prosecution, or settlement of this Action, including any claims for attorneys' fees, costs, expenses, or sanctions.

2. **Non-Released Claims.** Notwithstanding the foregoing or any other

language in this Settlement Agreement, the Settling Parties are not releasing Claims to enforce this Settlement Agreement.

XVI. EFFECT OF TERMINATION

1. **Right to Terminate.** In the event that one of the Conditions of Settlement in Section XII is not satisfied, either Lead Class Counsel or Defendant shall have the right to withdraw from and seek to void this Settlement under the conditions set forth in this Agreement by providing written notice to counsel for the other Parties to the Settlement within fourteen days (14) days after the event prompting the right to terminate ("Termination Notice"). In the event that the Final Approval Order has not become Non-Appealable, the Party providing such Termination Notice will be entitled to withdraw so long as the specified condition has not been satisfied and the Party satisfies the conditions in Section XVI.2 for the effectiveness of Termination Notice.

2. **Effectiveness of Termination Notice.** The Termination Notice will become effective to void the Settlement Agreement only if the Settling Parties fail to reach a written agreement within thirty (30) days of the Termination Notice to modify this Settlement Agreement to resolve the issue and have not agreed to further extend the time to reach agreement to modify this Settlement Agreement.

3. **Effect of Withdrawal.** In the event that a Termination Notice becomes effective before the Final Approval Order becomes Non-Appealable: (a) the monies

in the Escrow Account (including any interest or earnings accrued while in Escrow, but less any amount paid or owing for taxes or other expenses incurred in connection with administering the Settlement Agreement while in Escrow, including any amounts necessary to prepare tax returns or monies paid or owing to the Settlement Administrator) will be returned to Defendant upon written request within ten (10) business days of such written request; (b) the Settling Parties will not be released from the claims asserted in this Litigation; (c) this Agreement will be void *ab initio*; and (d) the Parties' positions, rights, and responsibilities will be deemed to have reverted to their respective status in this Action as of January 31, 2023, and, except as may otherwise be expressly provided herein, the Settling Parties will proceed in all respects as if this Settlement Agreement never existed.

XVII. MISCELLANEOUS PROVISIONS

1. Confidentiality. The Parties shall keep the terms of this Settlement Agreement confidential until it is filed with the Court, except that it may be disclosed to potential service providers (such as potential settlement administrators or escrow agents) who have agreed to keep the terms confidential and as otherwise agreed by the Parties.

2. Destruction of Confidential Information. After the later of distribution to Class Members of proceeds of the Settlement has been completed or 180 days after the Final Approval Order becomes Non-Appealable, the Parties will

destroy any materials designated confidential, except that Class Counsel and Defense Counsel may maintain archival copies of documents and the Class Data used to provide Class Notice or the Class Account Data used to calculate Distributions of the Settlement to the Class, but such materials will remain subject to confidentiality. Additionally, the Settlement Administrator may maintain the Class Data used to provide Class Notice or Class Account Data to calculate distributions of the Settlement to the Class for one year following distribution to the Class, on the condition that the Settlement Administrator agrees to and does maintain such materials subject to its agreement to maintain the confidentiality and use this information only for this litigation.

3. **Tax Obligations and Tax Advice.** No opinion or advice concerning the Tax consequences of the Settlement Agreement has been given or will be given by counsel involved in the Action to the Class, nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. The Tax obligations of the Class and the determination thereof are the sole responsibility of each Class Member, and it is understood that the Tax consequences may vary depending on the particular circumstances of each Class Member. No charge or claim may be asserted against any Class Member, Class Counsel, or the Settlement Fund for reimbursement of any Tax, including any penalty or excise tax, imposed or sought to be imposed upon any Defendant in relation to or as a consequence of this Agreement.

4. Binding Effect. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, affiliates, heirs, spousal beneficiaries, and legal representatives of the Settling Parties, provided, however, that no assignment by any Settling Party will operate to relieve such Party of its obligations hereunder.

5. Good Faith. The Settling Parties: (a) acknowledge that it is their intent to consummate this Settlement; (b) agree to exercise their best efforts and to act in good faith to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (c) agree to exercise their best efforts and to act in good faith to cooperate to the extent necessary to obtain the fullest possible participation of all Class Members in any Settlement. The Settling Parties and their counsel agree to cooperate fully with one another in seeking entry of the Preliminary Approval Order and final approval of the Settlement. The Settling Parties also agree to promptly execute and/or provide such documentation as may be reasonably required to obtain preliminary and final approval of this Settlement.

6. Modification. This Settlement Agreement may be amended or modified only by written instrument signed by Lead Class Counsel on behalf of Plaintiffs and the Classes and by Defense Counsel on behalf of Defendant or their respective successors in interest and to the extent that such modifications are made after approval by the Court and such modification is material, after the Court has

approved such modification.

7. Representations. This Settlement Agreement constitutes the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such documents.

8. Authorization. Each signatory to this Settlement Agreement represents that he or she is authorized to enter into this Settlement Agreement on behalf of the respective Parties he or she represents. Should any non-signing Party ever contend that they did not authorize their counsel to sign this Settlement Agreement on their behalf, counsel for that Party and their law firms shall defend, indemnify, and hold harmless the other Parties with respect to any and all claims, demands, actions, causes of action, or losses related to such contention.

9. Counterparts. This Settlement Agreement may be executed in one or more original, photocopied, or facsimile counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

10. Governing Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of Georgia without regard to its rules of conflicts of law and in accordance with the laws of the United States.

11. Waiver. The waiver by one Party of any breach of this Settlement Agreement by any other Party will not be deemed a waiver of any other breach of this Settlement Agreement. The provisions of this Settlement Agreement may not be waived except by a writing signed by the affected Party, or counsel for that Party, or orally on the record in court proceedings.

12. Continuing Jurisdiction. The Settling Parties agree to submit to the jurisdiction of the Court and will be bound by the terms of this Settlement Agreement, including, without limitation, disputes related to implementing and enforcing the Settlement embodied in this Settlement Agreement. Any and all disputes related to claims that are not satisfactorily resolved by the Settling Parties will be submitted to the Court for final resolution. The Final Approval Order will provide that the Court will have continuing jurisdiction over this Settlement.

13. Enforcement of this Agreement. In the event that any Party to this Agreement believes that another Party to this Agreement has breached the terms of this Agreement, that Party will notify the alleged breaching Party and Counsel in writing setting forth the nature of the breach and the requested method to cure the breach at least 14 days prior to filing any litigation to enforce the terms of the Settlement Agreement (and if the allegedly breaching Party is a Class Member, regardless of whether that Class Member has separate counsel, Defendant must also notify Class Counsel in writing). In the event that the allegedly breaching Party fails

to cure the alleged breached as set forth in the written notification after 14 days, the other Party may then file an action to enforce the Settlement Agreement.

14. Extensions. The Settling Parties reserve the right, subject to the Court's approval, to request any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

15. Evidentiary Effect. Neither this Settlement Agreement nor the Settlement, nor any negotiation, nor act performed, nor document executed, nor proceedings held pursuant to or in forbearance of this Settlement Agreement or the Settlement, even if this Settlement Agreement is cancelled or terminated: (a) is, or may be deemed to be, or may be used as an admission of, or evidence of the validity of any Settled Claims, or of any wrongdoing, negligence, misrepresentation, violation, or liability of any Settling Party; (b) is, or may be deemed to be, or may be used as an admission of, or evidence of any infirmity in the Complaint or claims asserted by Plaintiffs and the Classes; or (c) is, may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any Settling Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or tribunal, including in this Action. This Settlement Agreement may be used in such proceedings as may be necessary to consummate or enforce this Settlement Agreement, the Settlement, or the Final Approval Order; and any Settling Party may file this Settlement Agreement and/or the Final Approval Order in any action to

support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Final and Complete Resolution. The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to this Action. The Settlement compromises claims which are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the Settlement Agreement were negotiated in good faith at arm's-length by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

17. Duplicative Provisions. In interpreting this Settlement Agreement, duplicative and/or overlapping release provisions will not be presumed or construed to be intended to release separate claims or have different meanings.

The Parties hereto, intending to be legally bound hereby, have caused this Settlement Agreement to be executed by their duly authorized counsel as of the date stated in the introductory clause.

Dated: July 21, 2026

Agreed to by:

R. Joseph Barton*
THE BARTON FIRM LLP
1633 Connecticut Ave., NW,
Suite 200
Washington D.C. 20009
Tel: (202) 734-7046
jbarton@thebartonfirm.com

Stephen J. Anderson
Georgia Bar No. 018325
Kenneth S. Nugent, P.C.
4227 Pleasant Hill Road
Building 11, Suite 300
Duluth GA 30096
Tel: (770) 820-0893
sanderson@attorneykennugent.com

Matthew Z. Crotty*
RIVERSIDE NW LAW GROUP, PLLC
905 W. Riverside Ave.
Suite 404
Spokane, WA 99201
Tel: (509) 850-7011
mzc@rnwlg.com

Thomas G. Jarrard*
LAW OFFICE OF THOMAS G. JARRARD LLC
1020 N. Washington St.
Spokane, WA 99201
Tel: (425) 239-7290
Tjarrard@att.net

*admitted *pro hac vice*

Agreed to by:

Michelle Ward
Title: Managing Director of Human Resources
FEDERAL EXPRESS CORPORATION

Approved as to Form by:

Colleen Hitch Wilson*
FEDERAL EXPRESS CORPORATION
3620 Hacks Cross Road
Building B, 3rd Floor
Memphis, TN 38125
Tel: (901) 434-8338
chitchwilson@fedex.com

T. Brandon Waddell
Georgia Bar No. 252639
Emily C. Snow
Georgia Bar No. 837411
CAPLAN COBB LLC
75 Fourteenth Street, NE, Suite 2700
Atlanta, Georgia 30309
Phone: 404.596.5600
Fax: 404.596.5604
bwaddell@caplancobb.com
esnow@caplancobb.com

Attorneys for Plaintiff Charlinda Williams and Richard Quichocho

M. Tristan Morales*
O'MELVENY & MYERS LLP
1625 Eye Street, NW
Washington, DC 20006
Tel: (202) 383-5300
Fax: (202) 383-5414
tmorales@omm.com

*admitted *pro hac vice*

Attorneys for Defendant Federal Express Corporation