FEDEX SHORT-TERM MILITARY LEAVE
NOTICE OF CLASS ACTION SETTLEMENT & HEARING

in

Williams v. Federal Express Corporation Case No. 1:24-cv-01056-JPB (N.D. Ga.)

If you: (1) are or were a non-pilot employee of FedEx who took short-term military leave for a period of 14 days or fewer at any time from January 1, 2023 to December 31, 2024; or (2) are a non-pilot hourly employee of FedEx who is in the military, please read this notice.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

A class action may affect your legal rights.

- The lawsuit alleges that Defendant Federal Express Corporation ("FedEx") did not provide paid leave to employees who took short-term military leave while providing compensation to employees for other, allegedly comparable forms of leave.
- The Court has determined that this lawsuit can proceed as a class action on behalf of two Classes and preliminarily approved a settlement on behalf those Classes:

  FedEx Non-Pilot Employees From Jan. 1, 2023 to Dec 31, 2024 (the Pay Class): For permanent non-pilot employees of FedEx who took short-term military leave (leave of 14 days or fewer) from their employment with FedEx at any time from January 1, 2023 to December 31, 2024, for which the leave was unpaid, FedEx has agreed to pay $900,000.00 (including attorneys' fees and costs) to settle these claims.

  FedEx Non-Pilot Employees From Jan. 1, 2025 to May 31 2026 (Injunctive Relief Class): For current permanent non-pilot employees of FedEx in the military and employed by FedEx at any time from January 1, 2025 through May 31, 2026. FedEx has agreed to provide paid short-term military leave as described below.

  Excluded from the Classes are all former or current salaried employees of FedEx who have only worked at FedEx after October 31, 2020.
- The Settlement will not become final unless and until the Court issues final approval after a hearing, which is currently scheduled for January 12, 2027. Your legal rights may be affected.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE CLASS, THIS SETTLEMENT WILL AFFECT YOUR RIGHTS.

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		
ALL CLASS MEMBERS	**Do Nothing**	If you have already been identified by the parties as a Member of one of the Classes and you do nothing, you will receive the payment or relief that you may be entitled to receive under the Settlement.
ALL CLASS MEMBERS	**Object**	If you wish to object to the settlement or the request for attorneys' fees and reimbursement of expenses, you must follow the directions in this notice and submit your objection by November 23, 2026.
PAY CLASS MEMBERS ONLY	**Challenge Military Leave Dates**	If you wish to challenge the military leave pay data, you must follow the directions in this notice and submit your challenge by November 23, 2026.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE.

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BASIC INFORMATION

1. Why did I get this notice?

You received this Notice because the Court in charge of this class action lawsuit has ordered this Notice be sent to persons who are members of the Class and you were identified from the records of Defendant FedEx as a member of the Class. The Court in charge of this case is the United States District Court for the Northern District of Georgia, and the case is called *Williams v. Federal Express Corporation*, Case No. 1:24-cv-01056-JPB (N.D. Ga.).

The purpose of this Notice is to inform you about this lawsuit, the certification of the Classes, the terms of the proposed Settlement, and your rights in connection with the proposed Settlement and a hearing to be held before the Court on January 12, 2027, to consider the fairness, reasonableness, and adequacy of the proposed Settlement and related matters.

2. What is this lawsuit about?

The Uniformed Services Employment and Reemployment Rights Act ("USERRA") requires that servicemembers who take leaves of absence from their civilian employers to perform qualified military service be treated no less favorably than employees who take other comparable forms of leave.

The Defendant in this case is Federal Express Corporation (FedEx). The lawsuit alleges that FedEx violated USERRA by paying employees who take jury duty, sick leave, bereavement leave and other types of leave but not providing pay or

benefits to employees who take short-term military leave. All of the claims in this lawsuit are brought under USERRA and are described in detail in the Complaint in this lawsuit, which is available at www.FedExUSERRASettlement.com.

3. What is a class action?

In a class action, one or more people called class representatives (in this case, Charlinda Williams and Richard Quichocho) sue on behalf of people who have similar claims. If the Court "certifies" the class (i.e., approves the case for class treatment), the Court resolves the issues for all class members.

4. What has happened in this case?

Plaintiff filed this lawsuit on March 11, 2024. FedEx filed a motion to transfer the case to a court in Delaware. FedEx filed its answer to the Complaint, in which it denied violating USERRA and asserted numerous defenses. Class Counsel and FedEx engaged in discovery (a process through which the parties exchange documents and other information). As part of that process, Class Counsel sought, obtained, and reviewed documents and data related to the claims including class-wide information including employee pay data and data about its employees' military leaves.

After reviewing discovery, Class Counsel and FedEx began discussing a class-wide settlement for a Pay Class and Injunctive Relief Class. At the Parties' request, the Court stayed proceedings to allow the Parties to exchange data, perform calculations and conduct settlement negotiations.

In December 2024, Class Counsel reached agreement with FedEx on the implementation of a paid military leave benefit to resolve the claims of the Injunctive Relief Class, which if approved by the Court, 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.

Using the military leave data for short-term military leaves for the Pay Class through December 31, 2024, Class Counsel calculated damages for the period of the Pay Class. After Class Counsel and FedEx completed their calculations, the Parties exchanged written settlement proposals. 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. At that meeting, counsel for the Parties exchanged numerous offers and counteroffers. At the conclusion of the meeting, counsel jointly decided to discuss the offers with their respective clients, and engaged in further discussions throughout late January and early February 2026.

On February 13, 2026, the Parties reached a settlement in principle and negotiated a final Settlement Agreement regarding the claims for both the Injunctive Relief Class and the Pay Class, subject to court approval, which was executed on July 21, 2026.

On August 12, 2026, the Court preliminarily approved the Settlement with Defendant, and on August 20, 2026, the Court certified the Pay Class and Injunctive Relief Class. The Court has scheduled a Final Approval Hearing to evaluate the fairness and adequacy of the Settlement.

5. Who is included in the classes in this class action? How do I know if I am a Class Member?

The Court has certified two classes for purposes of the settlement. The Pay Class is defined as:

> 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

The Injunctive Relief Class is defined as:

> Current permanent non-pilot employees of FedEx in the military at the same time employed by FedEx at any time from January 1, 2025 through May 31, 2026.

Excluded from the Pay Class and the Injunctive Relief Class are all former or current salaried employees of FedEx who have only worked at FedEx after October 31, 2020.

Based on data from the FedEx, Class Counsel has identified approximately 1,200 Class Members who meet at least one of the definitions of the Classes. If you received this Notice in the mail or by email (without requesting that the Notice be mailed to you), you are one of the Class Members who has been identified. If you would like to confirm that you are a Class Member, please contact the Settlement Administrator using the contact information provided in Section 20.

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to the proposed Settlement to avoid a trial and to provide compensation to the Class Members. In deciding to settle the lawsuit, the Class Representative and Class Counsel considered, among other things, (a) the strength of the Classes' claims as determined from a review of the law and an investigation of the facts; (b) the potential monetary recovery; (c) the expense and length of continued proceedings, including possible trial and post-trial proceedings and appeals, necessary to prosecute the lawsuit; (d) the risks arising from the existence of unresolved questions of law and fact; (e) the nature and strength of defenses asserted by and available to Defendant; and (f) the risks and uncertainties of continued class action litigation of this nature. The Class Representative and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Classes.

7. How do I know if I am part of the Settlement?

If you are a member of at least one of the Classes described in Section 5, above, and were identified in the records produced by FedEx, you are part of the proposed Settlement. If you aren't sure about your status as a Class Member, then you can contact the Settlement Administrator at the address below.

THE PROPOSED SETTLEMENT – ESSENTIAL TERMS

8. What are the terms of the proposed Settlement?

Defendant will pay $900,000 into a Settlement Fund. After deduction of any Court-approved attorneys' fees and expenses and Settlement Administration expenses, the net settlement amount will be distributed to the Class pursuant to a Court-approved distribution formula called the "plan of allocation." Payments from the net settlement fund will compensate Pay Class Members for FedEx's failure to provide paid leave to Pay Class Members for periods of short-term military leave. The payment that each eligible Class Member will receive from the settlement fund will be determined by a Plan of Allocation that Class Counsel has recommended and must be approved by the Court. The proposed Plan of Allocation is described in the Appendix to this Notice.

Additionally, Defendant has agreed that it will also pay short-term military leave (21 days or less) from January 1, 2025 to December 31, 2029 to Injunctive Relief Class Members as follows:

(1) Through December 31, 2027, full-time employees will be eligible for up to 80 hours per year and part-time employees will be eligible for up to 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.

(2) From January 1, 2028 through December 31, 2029, FedEx will maintain a policy for short-term military leave that includes pay that is at least as generous as the pay provided to employees taking leave to perform jury duty.

The Parties will also 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.

9. How can I receive compensation under the settlement and how much compensation can I receive?

Class Members do not need to do anything in order to receive benefits under the proposed Settlement. If you received this Notice, you have been identified as a Class Member. If you are not certain, you can contact the Settlement Administrator to confirm that you were previously identified as a Class Member.

Pay Class Members will receive payments from the Settlement Fund. The Settlement Fund will be distributed based on the Court-approved Plan of Allocation. The proposed Plan of Allocation can be found on the Settlement Administrator's web site at www.FedExUSERRASettlement.com and is described in the Appendix to this Notice.

RELEASE

10. What am I giving up as a result of this settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective, then all Class Members will give up – in legal terms, release – their right to sue Defendant FedEx for failure to provide pay or benefits under USERRA during periods of short-term military leave from January 1, 2023 to December 31, 2024 for the Pay Class and January 1, 2025 through December 31, 2029 for the Injunctive Relief Class. The full details of the Release are contained in Section XIV of the Settlement Agreement, which can be found on the Settlement Administrator's web site at www.FedExUSERRASettlement.com.

THE LAWYERS REPRESENTING YOU AND THE CLASS

11. Do I have a lawyer in this case?

Yes. The Court has appointed R. Joseph Barton of The Barton Firm LLP, Matthew Z. Crotty of Riverside NW Law Group, PLLC, and Thomas G. Jarrard of Law Office of Thomas G. Jarrard LLC as Class Counsel to represent the Class Members in addition to Stephen J. Anderson of Kenneth S. Nugent, P.C. as Local Class Counsel. You will be represented by Class Counsel in the litigation including with the implementation of the Settlement throughout the duration of the terms of the Settlement. Although it is not necessary, you have the right, if you wish to do so, to retain your own attorney at your own expense.

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12. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of not more than one-third of the Settlement Fund plus expenses. Class Counsel will be paid these payments in an amount approved by the Court from the Settlement Fund. To date, Class Counsel has collectively spent over 685 hours litigating the case which currently has a value of more than $420,000.00 (and Counsel will continue to incur time and expenses to finalize the settlement) and has expects that the total out-of-pocket expenses will not exceed $30,000. The Court may award less than these requested amounts to Class Counsel. The Court will examine the request for fees and reimbursement of expenses of Class Counsel at the Fairness Hearing, as well as any objections to that request, and determine the amount of fees and expenses to award.

HOW TO PROCEED

13. What are my options?

All Class Members: After reviewing the terms of the proposed Settlement set forth in this Notice, you have two options. You must decide at this stage whether you want to do nothing or whether you want to object to the Settlement. If you want to object, follow the instructions in Section 14.

Pay Class Members: If you are a member of the Pay Class, you also have the following rights:

Challenge Military Leave Dates: An Individualized Addendum lists the dates on which FedEx has identified that you took military leave between January 1,2023 and December 31, 2024. If you believe those dates are incorrect, you must submit a challenge that include (1) your name, address, email(s), and telephone number(s); (2) the title of the lawsuit, *Williams v. Federal Express Corporation*, Case No. 1:24-cv-01056-JPB (N.D. Ga.), (3) information and documentation explaining why

your military leave dates are incorrect; and (4) your signature and the date. Your challenge must be postmarked on or before November 23, 2026.

Your challenge must be sent to the Settlement Administrator:

FedEx USERRA Settlement Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

You can object to the Settlement and also challenge the military leave dates.

14. How do I tell the Court what I think about the Settlement?

The Court must assess the overall fairness and reasonableness of the Settlement to the Classes. If you are a Pay Class Member or Injunctive Relief Class Member, then you can object to the Settlement if you don't like any part of it, and the Court will consider your views. To object to the Settlement and have your objection considered by the Court, you must submit a written objection to the Settlement which must be postmarked on or before November 23 ,2026. Your objection needs to contain (1) your name, address, email(s), and telephone number(s) and an appearance on behalf of any counsel representing you (if any); (2) the title of the lawsuit, *Williams v. Federal Express Corporation*, Case No. 1:24-cv-01056-JPB (N.D. Ga.), (3) a written statement of the grounds for your objection; (4) a statement of whether you intend to appear at the Final Approval Hearing, and, if you will appear through counsel, the identity of your counsel, and (5) your signature and the date.

Your objection needs to be addressed to the Settlement Administrator:

FedEx USERRA Settlement Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

15. Can I opt out of the Class?

No. The Court has certified the classes as mandatory classes so you do <u>not</u> have the right to exclude yourself from the Class. If the Settlement is approved, you will be bound by any judgments or orders that are entered in the Lawsuit for all claims that were or could have been asserted in the Lawsuit or are otherwise included in the release under the Settlement. Although you cannot opt out of the Settlement, you can object to the Settlement as described above.

THE COURT'S FAIRNESS HEARING

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing (called a Fairness Hearing) at 10:00 a.m. on January 12, 2027, in the courtroom of the Honorable J.P. Boulee, at 75 Ted Turner Drive SW, Atlanta, GA 30303-3309.

At the Fairness Hearing, the Court will determine whether the proposed Settlement is fair, reasonable, and adequate. If there are any objections, then the Court will consider them. The Court will also consider whether the motion of Class Counsel for an award of attorneys' fees and reimbursement of expenses should be approved, and whether, in accordance with the Settlement, a final order and judgment should be entered bringing the litigation to a conclusion.

17. Do I have to come to the Fairness Hearing?

No. Class Counsel and the Defendant's counsel will answer questions that the Judge may have. If you send an objection, then you don't have to come to Court to talk about it, but you are entitled to if you want to. As long as you mail your written objection on time, the Court will consider it.

18. May I speak at the hearing?

You may speak at the Fairness Hearing only if you have filed an objection or requested to do so. You may appear either in person or through a lawyer hired at your own expense. You may withdraw your objections at any time.

SETTLEMENT NOT YET FINAL

19. Can the settlement be terminated?

If there is no final Court approval of the proposed Settlement in this case, or if Class Counsel or Defendant withdraw from the Settlement in accordance with the Settlement Agreement, or if the Settlement is not consummated for any other reason, the Settlement Agreement will become null and void, and the parties will resume their former positions in the lawsuits.

GETTING MORE INFORMATION

20. Where can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, the proposed Plan of Allocation, and other relevant documents by visiting the case web site, www.FedExUSERRASettlement.com, or by contacting the Settlement Administrator or Class Counsel. If you have further questions or are still not sure whether you are included, contact the Settlement Administrator:

FedEx USERRA Settlement Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004
FedExUSERRA@noticeadministrator.com

Again, the important deadlines are:

Last Day To Object To The Settlement: November 23, 2026

Final Approval Hearing: January 12, 2027

PLEASE DO NOT CALL OR CONTACT THE COURT, THE OFFICE OF THE CLERK OF COURT, OR DEFENDANT FEDEX WITH QUESTIONS REGARDING THIS NOTICE.