

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

SUZANNE ALFONSO, STEVEN  
SLATER, JOSHUA ADKINS and  
ROBERT DUQUETTE, *individually  
and on behalf of those similarly situated,*

Plaintiffs,

v.

FedEx Ground Package System, Inc.,

Defendant.

Civil Action No. 3:21-cv-01644 (SVN)

MARCH 05, 2026

**PLAINTIFFS' UNOPPOSED MOTION TO APPROVE CONNECTICUT WAGE ACT  
CLASS ACTION SETTLEMENT**

Plaintiff Suzanne Alfonso, Joshua Adkins, Robert Duquette, and Stephen Slater (hereinafter "Plaintiffs" or "Class Representatives"), by and through their undersigned counsel, submit this brief in support of their unopposed motion to approve a proposed settlement agreement ("Settlement Agreement")<sup>1</sup> to resolve the claims asserted in this lawsuit on behalf of a class under Fed. R. Civ. P. 23, as well as under the Connecticut Minimum Wage Act ("CMWA") and Connecticut Wage Act ("CWA"). The Court should approve the Settlement Agreement because it is the result of arms' length negotiations and is a fair and reasonable resolution of a *bona fide* dispute involving claims for unpaid wages under the CMWA and CWA.

Defendant Federal Express Corporation, successor by merger to original Defendant FedEx Ground Package System, Inc. does not oppose this motion. The Settlement Agreement is attached to the accompanying memorandum of law as **Exhibit 1**. The Court should approve the Settlement Agreement because it is the result of arm's length negotiations between the parties

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<sup>1</sup> Definitions and terms contained in the Settlement Agreement are the same as those contained herein.

and is a fair and reasonable resolution of a *bona fide* dispute involving claims for unpaid wages under the CMWA and CWA.

Accordingly, Plaintiffs respectfully request that this Court enter the proposed preliminary order and final order approving the settlement and dismissing the action with prejudice (Ex. B and C to the Settlement Agreement).

**PLAINTIFFS, SUZANNE ALFONSO,  
JOSHUA ADKINS, STEPHEN SLATER,  
and ROBERT DUQUETTE on behalf of  
themselves and all other similarly situated  
individuals**

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**CERTIFICATION**

The undersigned certifies that on this 05th day of March 2026, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties who have appearances as of the time of this filing, by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

*/s/ Thomas Durkin*  
Thomas Durkin

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ROBERT DUQUETTE, *individually  
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Plaintiffs,

v.

FedEx Ground Package System, Inc.,

Defendant.

Civil Action No. 3:21-cv-01644 (SVN)

MARCH 05, 2026

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION TO  
APPROVE CONNECTICUT WAGE ACT CLASS ACTION SETTLEMENT**

**I. INTRODUCTION**

Plaintiffs Suzanne Alfonso, Joshua Adkins, Robert Duquette, and Stephen Slater (hereinafter "Plaintiffs" or "Class Representatives"), by and through their undersigned counsel, submit this brief in support of their unopposed motion to approve a proposed settlement agreement ("Settlement Agreement")<sup>1</sup> to resolve the claims asserted in this lawsuit on behalf of a class under Fed. R. Civ. P. 23, as well as under the Connecticut Minimum Wage Act ("CMWA") and Connecticut Wage Act ("CWA"). The Court should approve the Settlement Agreement because it is the result of arms' length negotiations and is a fair and reasonable resolution of a *bona fide* dispute involving claims for unpaid wages under the CMWA and CWA.

Accordingly, Plaintiffs respectfully request that this Court grant preliminary approval to the Settlement Agreement, grant preliminary class certification to the portion of the Class who

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<sup>1</sup> Definitions and terms contained in the Settlement Agreement are the same as those contained herein.

commenced employment on March 09, 2024 or later (the day after the Court granted Class Certification), and enter the preliminary order and final order approving the settlement and dismissing the action with prejudice (**Ex. B** and **Ex. C** to the Settlement Agreement).

## **II. FACTUAL AND PROCEDURAL BACKGROUND**

Plaintiffs filed this lawsuit on November 24, 2021, in Connecticut Superior Court. Defendant FedEx Ground Package System, Inc.<sup>2</sup> removed to this Court on December 10, 2021, under the Class Action Fairness Act. In their complaint, Plaintiffs alleged that Defendant required them and a class of hourly, non-exempt employees to be on the premises of its Windsor, South Windsor, Willington, and Middletown warehouses without pay before and after their paid shifts. ECF No. 1, pg. 25-26, ¶ 2 (*State Court Complaint*).

Specifically, Plaintiffs alleged that Defendant required them to enter the premises at a single location, walk to and go through a mandatory inbound security screening, and only then, could they proceed to a time clock to punch in. *Id.* at pg. 29, ¶¶ 15-20. At the conclusion of their shifts, Plaintiffs alleged that Defendant required them and the class to punch out internally, walk to the security screening area, go through a mandatory outbound security screening before they were permitted to leave. *Id.* at pg. 30, ¶¶ 22-23. Plaintiffs alleged that Defendant owed them and the class back straight and overtime wages, penalty damages, attorneys' fees and costs. *Id.* at pgs. 33-34, ¶¶ 34-37.

Defendant answered the complaint on January 14, 2022. ECF No. 20. Plaintiffs moved to strike Defendant's 14<sup>th</sup> Affirmative Defense, alleging that the pre-shift activities alleged in the complaint were non-compensable "preliminary" and "postliminary" duties. ECF Nos. 23 & 23-1. Defendant opposed the motion, ECF No. 26, and Plaintiffs replied. ECF No. 32. While Plaintiffs'

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<sup>2</sup> Federal Express Corporation is the successor by merger to Defendant FedEx Ground Package System, Inc. Federal Express Corporation is the entity that executed the Settlement Agreement on behalf of Defendant.

motion to strike was pending, Plaintiffs moved to amend the complaint to add allegations that Defendant's policies affected workers at its Wallingford, Stratford, North Stratford, and West Stratford warehouses. ECF No. 35. Defendant opposed the motion, ECF No. 38, and Plaintiffs replied. ECF No. 40. The Court denied Plaintiffs' motion to strike but granted the motion to amend. ECF No. 51.

On September 01, 2022, the Parties attended a mediation with Magistrate Judge Richardson, lasting 4 hours and 50 minutes. ECF No. 47. The case did not settle at that time, and the parties continued discovery.

Following the first mediation, the parties conducted extensive fact and class certification discovery. Plaintiffs sent interrogatories and requests for production to Defendant. Defendant disclosed payroll records for the hourly workers for the period of August 01, 2018 through April 23, 2022 (approximately 3 years and 9 months' worth of data), which included their hourly rates, dates of employment, hours worked, and what time clock each person clocked in and out at each shift. Defendant also produced written timekeeping and security screening policies. In accordance with the Court's orders, Defendant produced updated class data on March 28, 2024.

Plaintiffs deposed a total of ten (10) FedEx managers from the 8 Connecticut warehouses covering the entire period of the claim. Those witnesses testified to the activities the class members performed before clocking in and after clocking out each shift. Plaintiffs deposed two (2) Rule 30(b)(6) witnesses who testified about whether the class was ascertainable and as to Defendant's good faith defense. Plaintiffs each sat for a deposition.

Defendant hired Matt Pegolo, of PegArch Architecture & Design Services, to visit each warehouse and measure the distance from the entrance to each time clock located at that facility. Plaintiff retained two Expert Witnesses, Dr. Robert Radwin, an industrial engineer, and Dr. Lisel

Fox, a qualitative statistician. Dr. Radwin calculated an average walking time for each time clock at the eight (8) warehouses. Dr. Fox then calculated damages, using the measurements supplied by Pegolo and Dr. Radwin and Defendant's payroll data. Dr. Fox was able to accurately calculate damages for the class members walking time because Defendant's payroll data captures which time clock each employee used to clock in/out at each shift. Defendant retained Robert Crandall, CPA, to measure the average amount of time class members spent undergoing inbound and outbound security screenings at each facility.

Plaintiffs deposed Pegolo once and Crandall twice (in response to his Expert Report and his Rebuttal Report). Defendant deposed Dr. Radwin and Dr. Fox.

Thus, discovery in this case included a total of twenty-two (22) depositions, the production of roughly 45 months of payroll data for the class, and multiple expert reports.

After discovery closed, Plaintiffs moved to preclude the testimony of Robert Crandall. ECF No. 56. Defendant opposed that motion, ECF No. 71, and Plaintiffs replied. ECF No. 74. Plaintiffs also moved for class certification, a filing which included thirty (30) separate exhibits. ECF Nos. 72 & 73. Defendant opposed, ECF No. 79, and Plaintiffs replied. ECF No. 80. The Court granted in part, and denied in part, Plaintiffs' motion to preclude the testimony of Robert Crandall, and granted Plaintiffs' motion to certify the class. ECF No. 87.

After the class was certified, Plaintiffs retained ILYM Group, Inc. to send notice to the class. Following the conclusion of the notice period, the parties cross-moved for summary judgment. Plaintiffs moved for summary judgment as to liability and Defendant's good faith and *de minimis* affirmative defenses. ECF No. 95. Plaintiffs' filing included forty-six (46) exhibits. Defendant moved for summary judgment on liability. ECF Nos. 92-94. The Court heard oral

argument on January 16, 2025. ECF No. 110. The Court stayed the case, pending the outcome of *Del Rio v. Amazon.com Servs., Inc.*, No. 23-1337.

Following oral argument, the parties agreed to a second mediation supervised by Magistrate Judge Richardson. In preparation for the mediation, Dr. Fox prepared an updated damages analysis for settlement purposes, extrapolating damages forward through August 2025 based on the records produced by Defendants. The parties attended mediation on March 13, 2025, but were unable to settle after six and a half hours. ECF No. 115.

The parties continued discussing settlement among themselves and agreed to return to mediation. Finally, on November 13, 2025, the parties attended a third mediation supervised by Magistrate Judge Richardson, which lasted six hours and 23 minutes, and reached a tentative settlement. ECF No. 119.

The parties then prepared and executed a detailed Settlement Agreement and prepared this motion.

### **III. OVERVIEW OF THE SETTLEMENT AGREEMENT**

The terms fully set forth in the Settlement Agreement are summarized as follows:

- 1) **Type of Settlement:** Class Action under Rule 23 of the Federal Rules of Civil Procedure
- 2) **Gross Settlement Fund (“GSF”):** Nine Million Five Hundred Thousand Dollars and Zero Cents, inclusive of attorney fees and costs, settlement administration costs, and service award (“\$9,500,000.00”).
- 3) **Putative Class Members:** means all persons employed by FedEx in hourly or non-exempt positions in Connecticut who clocked in and out to work at any of the Connecticut Facilities during the period August 1, 2018 through the date of preliminary approval of this settlement. Excluded from the settlement are the following categories of hourly workers: Operation Managers in any Stratford

location and Operations Administrators at FedEx's West Stratford warehouse located at 550 Long Beach Blvd, during the time they held such roles

- 4) **Administration:** The parties agree that the Settlement Administrator shall be Rust Consulting, Inc. and it shall perform the following duties: The Administrator shall be responsible for: (a) calculating the respective number of qualifying workweeks that each Eligible Settlement Class Member worked during the statutory period; (b) determining and finalizing the calculations of the tax withholding amounts with respect to the Settlement Class Members as it relates to payments to be made from the Qualified Settlement Fund; (c) preparing, printing and disseminating the Notice Form to the Eligible Settlement Class Members through the U.S. Mail; (d) copying Class Counsel and Defense Counsel on material correspondence and promptly notifying Class Counsel and Defense Counsel of any material requests or communications made by any of the Eligible Settlement Class Members; (e) mailing individual Settlement Checks from the Qualified Settlement Fund to the Settlement Class Members in accordance with this Agreement and the Final Approval Order of the Court; (f) establishing the Settlement Website and Portal; (g) advising the Parties of the amount of all employer-side taxes due and deducting and paying employee-side payroll tax obligations arising from all payments made to the Settlement Class Members, as applicable, in accordance with this Agreement; (h) issuing W-2 Forms and 1099 Forms for all amounts paid to the Settlement Class Members; (i) performing one "skip-trace" or similar process to ascertain the current address and addressee information for each Notice Form returned as undeliverable; (j) resending a Notice Form via U.S. Mail, one (1) time each, to the Settlement Class Members whose Notice Forms are returned as undeliverable and for whom a better, more current or alternative address is ascertained by performing a skip-trace or similar process; (k) promptly apprising counsel for the Parties of the activities of the Administrator, including but not limited to the dates when Settlement Checks are cut and mailed; (l) maintaining adequate records of its activities, including the date of the mailing of the Notice Forms, returned mail, and other communications and attempted written or electronic communications with the Settlement Class

Members; (m) issuing reminder texts or emails to the Settlement Class Members who have not cashed their settlement checks sixty (60) and ninety (90) days following the issuance of the Settlement Checks; (n) confirming in writing to the Parties' respective counsel its timeline for administration based on the dates set forth in this Agreement, and confirming completion of the administration of the Settlement and retaining copies of all endorsed Settlement Checks; (o) maintaining the strict confidentiality of this Agreement, the terms thereof, and all payments made hereunder; (p) providing all notices and accountings required by this Agreement; (q) establishing and administering the Settlement Fund as described above; (r) producing and sending Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA") notices in accordance with law; and (s) such other tasks as the Parties mutually agree and assign.

- 5) **Notice Plan:** Within thirty-six (36) days of the order from this Court granting preliminary approval, the Settlement Administrator shall send the approved Notice to the Class in accordance with the terms of the Settlement Agreement, which shall contain their Estimated Share of the Settlement Funds.
- 6) **Notice Period:** Sixty (60) days.
- 7) **Reasonable Attorneys' Fee and Costs:** Three Million One Hundred Sixty-Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$3,166,350.00) in Attorneys' Fees and Seventy Nine Thousand Four Hundred Eighty Five Dollars and Nine Cents (\$79,485.09) in costs and expenses.
- 8) **Service Payment:** Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to each Class Representative, for a total of Fifty Thousand Dollars and Zero Cents (\$50,000.00) to be paid from the GSF (subject to court approval).
- 9) **Formula for Share Calculation:** Each Class Member shall receive a pro-rata share of the NSF as described in Paragraph V of the settlement agreement
- 10) **Distribution Plan:** Payment will be issued to the Class Members as set forth at Paragraph V of the settlement agreement.

#### IV. DISCUSSION

“The claims, of a certified class ... may be settled, voluntarily dismissed, or compromised only with the court’s approval.” Fed. R. Civ. P. 23(e). Here, the parties settled this case for a total of \$9,500,000 for the hourly workers Defendant employed from August 01, 2018 through the date of preliminary approval after three mediations overseen by Magistrate Judge Richardson. The Court should grant preliminarily approval to the Settlement Agreement.

##### ***a. The Court Should Grant Preliminary Approval to this Class Action Settlement***

“Preliminary approval of a class action settlement, in contrast to final approval, ‘is at most a determination that there is what might be termed “probable cause” to submit the proposal to class members and hold a full-scale hearing as to its fairness.’” *Menkes v. Stolt–Nielsen S.A.*, 270 F.R.D. 80, 101 (D. Conn. 2010) (quoting *In re Traffic Executive Association–Eastern Railroads*, 627 F.2d 631, 634 (2d Cir.1980)); *Yuzary v. HSBC Bank USA, N.A.*, 2013 WL 1832181, at \*1 (S.D.N.Y. Apr. 30, 2013) (“Preliminary approval of a settlement agreement requires only an “initial evaluation” of the fairness of the proposed settlement on the basis of written submissions and, in some cases, an informal presentation by the settling parties.”).

A proposed settlement of a class action should therefore be preliminarily approved where it “appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class and falls within the range of possible approval.” *In re Nasdaq Market–Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y.1997) (citation omitted).

##### ***i. The Settlement is the Product of Serious, Informed, Non-Collusive Negotiations***

“A ‘presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after

meaningful discovery.” *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116-17 (2d Cir. 2005). “Arm's-length negotiations involving counsel and a mediator raise a presumption that the settlement they achieved meets the requirements of due process.” *Castagna v. Madison Square Garden, L.P.*, 2011 WL 2208614, \*5 (S.D.N.Y. June 7, 2011); *see also Rosenfeld v. Lenich*, 2021 WL 508339, at \*5 (E.D.N.Y. Feb. 11, 2021) (“Here, the parties engaged in extensive arm's-length negotiations and participated in a full-day mediation conference overseen by Magistrate Judge Kuo. Under these circumstances, the court finds no reason to doubt that the settlement negotiations were conducted at arm's length.”).

At all times, the parties were represented by competent, experienced counsel. See Affidavit of Thomas J. Durkin and Richard E. Hayber. The law firm of Hayber, McKenna & Dinsmore, LLC is experienced in litigating wage and hour class and collective actions in Connecticut and elsewhere. *See generally, id.*

Here, the Settlement Agreement is the product of serious, informed, non-collusive negotiations. The parties conducted extensive discovery regarding the merits and damages in this case as detailed above. *Supra*, pgs. 3-4 (detailing discovery). The parties litigated this case thoroughly. Plaintiffs moved to strike Defendant’s “preliminary” and “postliminary” affirmative defense. The Parties briefed and argued class certification. The parties briefed and argued Plaintiffs’ motion to exclude the testimony of Robert Crandall. Finally, the parties cross-moved for summary judgment and briefed those motions.

The parties convened three separate mediation sessions over three years with Judge Richardson and finally reached the proposed settlement on November 13, 2025. *See Duffy v. Illinois Tool Works, Inc.*, 2024 WL 1174539, at \*4 (E.D.N.Y. Mar. 19, 2024) (“As this court found when granting preliminary approval of the Settlement Agreement, the parties engaged in

arm's length and good faith discussions, *as supported by the multiple mediation sessions* the parties held with Magistrate Judge Locke prior to finalizing the Settlement Agreement.”; emphasis added).

The Settlement Agreement in this case was the product of serious negotiations, which at all times remained adversarial and at arm’s length. Accordingly, this Court should preliminarily approve the Settlement Agreement.

ii. The Settlement Agreement Contains no Obvious Defects Such that it is Unfair to the Class

As calculated by Plaintiffs’ counsel, the total amount of the settlement allocated to the class, Six Million Fifty Three Thousand One Hundred and Sixty Four Dollars and Ninety One Cents (\$6,053,164.91)<sup>3</sup> represents approximately 55.15% of the amount of back wages Plaintiffs contend that Defendant owes the class.<sup>4</sup> Each class member will receive a pro-rata share of their damages claim, providing them with a significant recovery. *See e.g., Rodriguez v. Danell Custom Harvesting, LLC*, 327 F.R.D. 375, 388 (E.D. Cal. July 10, 2018) (approving class action settlement reached before merits discovery that provided each class member with “slightly over 53 percent of the maximum potential damages for the primary claims.”); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D.Cal.2015) (finding a wage and hour class settlement fair where the settlement fund represented between 9% and 27% of the total potential recovery); *Jones v. Agilysys, Inc.*, 2014 WL 2090034 (N.D. Cal. May 19, 2014) (finding a FLSA

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<sup>3</sup> \$9,500,000 (Gross Settlement Fund) - \$ 3,166,350.00 (Attorneys’ Fees) - \$79,485.09 (Costs) - \$151,000.00 (Settlement Administration Costs) - \$50,000 (Service Awards) = \$6,053,164.91.

<sup>4</sup> Defendant produced payroll records for the class for the period of August 01, 2018 through April 23, 2022 (3 years and 9 months). Plaintiff’s expert extrapolated that data to calculate damages for the class going forward for settlement purposes. Based on those extrapolated numbers, Plaintiff estimated that total back pay through the end of 2025 was approximately \$10,976,385.30. Based on that total, the proposed settlement pays the class approximately 55.15% of their back pay claim:

$$\$6,053,164.91/\$10,976,385.30.$$

settlement that constituted between 30% to 60% of recoverable damages to be a “tangible monetary benefit” for the class members); *Alleyne v. Time Moving & Storage Inc.*, 264 F.R.D. 41, 57–58 (E.D.N.Y.2010) (settlement fund within range of reasonableness when it represented approximately 13% to 17% of the maximum possible recovery); *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, \*5 (N.D.Cal. Feb. 2, 2009) (recovery of 50% of possible damages in a wage and hour action was “substantial achievement on behalf of the class”).

Given the risks inherent in this litigation, the amount of relief provided to the class by this settlement is significant. The primary issue in this case is whether the time spent undergoing security screenings and walking to and from the time clocks is compensable under Connecticut law. The federal courts in Connecticut have disagreed on whether such security screening and walking time is compensable. *Del Rio v. Amazon.com Servs., Inc.*, 693 F.Supp.3d 301 (D. Conn. 2023) (holding that such claims are barred); and *Johnson v. Walgreen Eastern Co.*, 3:23-cv-00743-JCH, ECF No. 59, pg. 7 (D. Conn. Mar. 28, 2024) (Hall, J) (holding that the PTPA does not apply to § 31-76b(2)(A) because “...the plain language of the statute requires employees to be compensated at all times when they are on the premises...”). This legal question will be decided by the Connecticut Supreme Court, but the outcome is not guaranteed. Even if the Supreme Court holds that such time is compensable, it may rule that a *de minimis* exception exists under Connecticut law and fashion a *de minimis* rule that could result in some or all the time at issue in this case non-actionable. Thus, while Plaintiffs believe in the strength of their legal arguments, this settlement eliminates the risks the class could recover nothing if this case continues through trial.

The Settlement Agreement does not contain onerous terms that would weigh against approval. In cases such as these, it is common for a settlement to release only those wage and

hour claims brought before the court rather than require the absent class members to sign a general release. *See Davis v. J.P. Morgan Chase*, 827 F. Supp. 2d 172, 180-81 (W.D.N.Y. 2011). Here, the release applicable to the absent class members is limited to claims for untimely final wages “arising out of or in any way related to the conduct giving rise to the legal claims asserted in the Civil Action...” Ex. 1, ¶ II(a).<sup>5</sup>

The relief for the class is also adequate under the “any agreement required to be identified under Rule 23(e)(3).” Plaintiffs are executing general releases, attached to the Settlement Agreement, as part of the consideration for receiving a Service Award. Such general releases are commonly approved by courts in class action settlements. *See e.g. Broughton v. Payroll Made Easy, Inc.*, 2021 WL 3169135, at \*4 (M.D. Fla. July 27, 2021) (approving \$5,000 as consideration for executing a general release in a class action); *see also Norton v. Pizza Luce, Inc.*, 2025 WL 752514, at \*2 (D. Minn. Feb. 04, 2025) (slip. op.) (Having heard no objection, the Court approves the service awards and associated general release agreements. Fed. R. Civ. P. 23(e)(3).”); *Thompson v. Seagle Pizza, Inc.*, 2021 WL 7084148, at \*4 (W.D. Ky. June 01, 2021) (approving a class action settlement providing an additional amount to the plaintiff for executing a general release because “[t]he supplemental agreement pertains only to [plaintiff’s] rights and duties ... and therefore does not raise concern as to the terms of the class settlement.”).

There is no confidentiality provision in the Settlement Agreement. *E.g., Dees v. Hydradry, Inc.*, 706 F. Supp. 2d 1227, 1243 (M.D. Fla. 2010) (“The district court should reject as unreasonable a compromise that contains a confidentiality provision, which is unenforceable and operates in contravention of the FLSA.”).

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<sup>5</sup> The Class Representatives are providing a general release in addition to the release given by the Class Members. Ex. A, ¶ II(b).

iii. The Settlement Agreement Does Not Give Preferential Treatment to Any Class Member

Each class member will receive the same pro-rata share of their damages. While the Settlement Agreement allows Class Counsel to apply for a Service Award for Plaintiffs in the amount of \$12,500.00 each, a potential service award does not render a settlement agreement unfair. *See Nen Thio v. Genji, LLC*, 14 F.Supp.3d 1324, 1335 (N.D. Cal. 2014) (“While the settlement agreement authorizes class counsel to apply for incentive awards to plaintiffs of \$5,000, these incentive awards, should the Court finally approve them, do not render the settlement unfair...”).

iv. The Settlement Falls Within the Range of Possible Approval

The Settlement Agreement falls within the range of possible approval for the reasons discussed above. Additionally, under the proposed settlement, approximately 45,000 Class Members will collect from the settlement without having to file a claim form. All of the money from this settlement will be paid out to the class. No money will revert to Defendant.

It would likely take years if Plaintiffs and class members were to file individual lawsuits or remain in this case against Defendant, argue that extraordinary circumstances exist so as to justify equitable tolling, and if they were successful at a trial of their individual lawsuits or in this lawsuit obtain a judgment in their favor and collect on it. *See Oppenlander v. Standard Oil Co.*, 64 F.R.D. 597, 624 (D. Colo. 1974) (“[T]he Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, ‘It has been held proper to take the bird in the hand instead of the prospective flock in the bush.’”; internal citation omitted).

Although Class Counsel believes that both the material facts and relevant law support

their claims for additional sums for the class, Class Counsel recognizes the uncertainty of the outcome of this litigation, the anticipated duration and expense of litigation of this case through trial and any appeals, and the possibility that further litigation will result in the class recovering minimal or no damages.

When the terms of the proposed settlement, which will confer immediate (and future) benefits upon the Class Members, are considered within a “risk/reward” analytical framework, the Named Plaintiff and Class Counsel believe that the proposed Settlement Agreement is demonstrably fair, adequate and reasonable, and should therefore be approved by this Court.

As discussed below, the proposed Service Award and Attorneys’ Fee and Cost amounts fall within the range of fairness.

v. The Proposed Service Award of \$12,500.00 to Each Class Representative is Reasonable

“In this Circuit, the Courts have ... held that a successful Class action plaintiff, may, in addition to his or her allocable share of the ultimate recovery, apply for and, in the discretion of the Court, receive an additional award, termed an incentive award.” *Roberts v. Texaco, Inc.*, 979 F. Supp. 185, 200 (S.D.N.Y. Sept. 11, 1997) (citing *Yap v. Sumitomo Corp. of Am.*, 1991 WL 29112 (S.D.N.Y.1991)). Under the Settlement Agreement and subject to Court approval, each Plaintiff will receive a Service Award of \$12,500.00, for a combined total of \$50,000.00.

It is not uncommon for courts to approve incentive payments in higher amounts than those asked for here. *See, e.g., Willix v. Healthfirst, Inc.*, 2011 WL 754862, at \*7 (E.D.N.Y. Feb. 18, 2011) (approving service awards of \$30,000, \$15,000, and \$7,500); *Duchene v. Michael Cetta, Inc.*, 2009 WL 5841175 (S.D.N.Y. Sept. 10, 2009) (approving an award of \$25,000); *Sewell v. Bovis Lend Lease LMB, Inc.*, 2012 WL 1320124, \*14-15 (S.D.N.Y. Apr. 16, 2012) (approving service payments of \$10,000 and \$15,000); *Parker v. Jekyll & Hyde Entm't Holdings*,

*L.L.C.*, 2010 WL 532960, \*2 (S.D.N.Y. Feb. 9, 2010) (finding individual incentive awards ranging up to \$15,000 to be appropriate).

The total amount of the proposed Service Awards comprises approximately half of a percent of the total GSF ( $\$50,000.00/\$9,500,000.00 = .0052$ ). Courts routinely approve service awards that make up similar minor percentages of common fund settlements. *E.g.*, *Parker*, 2010 WL 532960 at \*1–2 (“The individual enhancement payments here range up to \$15,000, which represents 2% of the settlement fund and is consistent with the range of incentive awards that have been approved in similar wage and hour cases.”); *Kirkpatrick v. Cardinal Innovations Healthcare Sols.*, 352 F.Supp.3d 499, 507 (M.D.N.C. 2018) (approving a \$10,000 service award in an FLSA collective action that “constitute[d] approximately 1.3 percent of the gross settlement fund.”); *Godshall v. Franklin Mint Co.*, 2004 WL 2745890, \*19 (E.D. Pa. Dec. 01, 2004) (awards of \$20,000, each representing about 1.8% of \$1,125,000 settlement amount); *Binotti v. Duke Univ.*, 2021 WL 5366877, \*6 (M.D.N.C. Aug. 30, 2021) (approving service award that was “approximately 20 times larger than each regular faculty class member's recovery[.]”).

The Class Representatives and Class Counsel believe that such payments are reasonable for making the proposed settlement available to other class members through their efforts in joining the case, assisting Class Counsel in prosecuting the case, responding to discovery and sitting for their depositions, remaining up to date and informed about the case, and to compensate them for taking on the inconvenience of suing on behalf of the Class Members.

vi. The Amount of Attorneys’ Fees and Costs is Reasonable

“Under the common fund doctrine, a party that secured a fund for the benefit of others, in addition to himself, *may recover his costs, including his attorney's fees*, from the fund itself or directly from the other parties enjoying the benefit.” *In re Holocaust Victim Assets Litig.*, 424

F.3d 150, 157 (2d Cir. 2005) (citing *Savoie v. Merchants Bank*, 84 F.3d 52, 56 (2d Cir. 1996); internal quotations omitted; emphasis added). “The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (internal citations omitted). “In wage and hour class action lawsuits, public policy favors a common fund attorneys' fee award.” *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at \*7 (E.D.N.Y. Nov. 20, 2012) (collecting cases). “[T]he trend of district courts within [the Second] Circuit is to utilize the percentage of recovery approach when calculating attorneys’ fees in common fund cases.” *In re EVCI Career Colleges Holding Corp. Securities Litigation*, 2007 WL 2230177, at \*15 (S.D.N.Y. July 27, 2007).

Here, Class Counsel seek one-third of the GSF in the amount of \$3,166,350.00. A one-third attorney’s fee award from a common fund in wage and hour litigation is “consistent with the norms of class litigation in this circuit.” *Keifer v. Moran Foods, Inc.*, 2014 WL 3882504, \*8 (D. Conn. Aug. 05, 2024) (quoting *Aros v. United Rentals, Inc.*, 2012 WL 3060470, \*4 (D. Conn. July 26, 2012)); *see also Parker*, 2010 WL 532960, at \* 2 (awarding class counsel 33% of \$745,000 fund in FLSA and NYLL class and collective action); *McMahon v. Olivier Cheng Catering and Events, LLC*, 2010 WL 2399328, at \*7 (S.D.N.Y. Mar. 03, 2010) (awarding class counsel 33% of \$400,000 settlement fund in FLSA and NYLL class and collective action); *Prasker v. Asia Five Eight, LLC*, 2010 WL 476009, at \*6 (S.D.N.Y. Jan. 06, 2010) (awarding class counsel fees of \$346,500 out of \$1,050,000 settlement fund in FLSA and NYLL class and collective action); *Reyes v. Buddha-Bar NYC*, 2009 WL 5841177, at \*4 (S.D.N.Y. May 28, 2009) (awarding 33% of \$710,000 fund in FLSA and NYLL class and collective action).

Courts in this Circuit (and elsewhere) have routinely granted requests for one-third or

more of the fund in cases with settlement funds similar to or substantially larger than this one. See, e.g., *Clark v. Ecolab Inc.*, 2010 WL 1948198, at \*8–9 (S.D.N.Y. May 11, 2010) (awarding class counsel 33% of \$6 million settlement fund in FLSA and multi-state wage and hour case); *Khait*, 2010 WL 2025106, at \*8–9 (awarding class counsel 33% of \$9.25 million settlement fund in FLSA and multi-state wage and hour case); *Westerfield v. Wash. Mut. Bank*, Nos. 06 Civ. 2817, 08 Civ. 0287, 2009 WL 5841129, at \*4–5 (E.D.N.Y. Oct. 8, 2009) (awarding 30% of \$38 million fund in nationwide overtime suit); *Mohney v. Shelly's Prime Steak*, No. 06 Civ. 4270, 2009 WL 5851465, at \*5 (S.D.N.Y. Mar. 31, 2009) (awarding 33% of \$3,265,000 fund in FLSA and NYLL tip misappropriation case); *Stefaniak v. HSBC Bank USA*, No. 05 Civ. 720, 2008 WL 7630102, at \*3 (W.D.N.Y. June 28, 2008) (awarding 33% of \$2.9 million settlement); *Davis v. J.P. Morgan Chase & Co.*, 827 F.Supp.2d 172, 178, 183-87 (W.D.N.Y. 2011) (approving a one-third attorneys' fee of \$14 million in FLSA and NYLL cases); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 483 (S.D.N.Y. 2013) (awarding one-third attorneys' fee of \$1,617,000 in wage and hour settlement); *Willix v. Healthfirst, Inc.*, 2011 WL 754862, at \*6 (E.D.N.Y. Feb. 18, 2011) (The Court hereby grants Plaintiffs' Motion for Attorneys' Fees and awards Class Counsel \$2,558,333 in attorneys' fees or one third (33 1/3%) of the Fund (including any interest in the Fund).”); *Briggs v. PNC Fin. Servs., Grp., Inc.*, 2016 WL 7018566, \*3 (N.D. Ill. Nov. 29, 2016) (approving a one-third attorneys' fee of \$2,000,000 in FLSA collective action settlement); *Taylor v. Shippers Transp. Express, Inc.*, 2015 WL 12658458, at \*17 (C.D. Cal. May 14, 2015) (awarding one-third of the \$11,040,000 gross settlement amount in a wage and hour class action); *Wilder v. Kroger Co.*, 2025 WL 3292305, \*13-14 (S.D. Ohio Nov. 26, 2025) (slip op.) (awarding a one-third attorneys' fee of \$3,445,256 to class counsel); *Shaw v. Interthinx, Inc.*, 2015 WL 1867861, \*2 (D. Colo. Apr. 22, 2015) (awarding \$2,000,000 in fees in wage and hour

action); *Scovil et al. v. FedEx Ground Package System, Inc.*, No. 10-CV-515-DBH, 2014 WL 1057079, at \*6, Dkt. No. 287 (D. Me., Mar. 14, 2014) (approving one-third of a \$5,800,000.00 settlement and taking judicial notice that a one-third common fund fee “is consistent with wage-and-hour settlements in the neighboring jurisdiction of Massachusetts...”); *Matamoros et al. v. Starbucks Corporation*, No. 08-CV-10772, Dkt. No. 169 (D. Mass., Aug. 16, 2013) (approving one-third of a \$23,500,000.00 settlement for settlement of wage claims of hourly-paid workers) (approval motions at ECF Nos. 159 and 167).

A one-third attorneys’ fee is further justified by the additional work that Class Counsel will be required to perform to complete the settlement and after approval is granted. Class Counsel estimates that it will require approximately \$5,000 - \$10,000 of additional legal work to coordinate notice to the class, respond to questions from the class members, attend to any objections, prepare and file final approval papers, prepare for and attend a fairness hearing, and respond to questions from class members following approval. *Aros*, 2012 WL 3060470, at \*6 (“The fee Class Counsel requests is also reasonable because they will continue to perform work on behalf of the Class but will not make a supplemental fee application. Class Counsel has a continuing obligation to represent the Class during the settlement approval process and the disbursement phase.”). After the settlement is approved, class members will likely contact Class Counsel for updates on the status of payments and with additional questions.

Plaintiffs’ counsel’s experience with federal and state minimum wage laws and this type of litigation provided the class with a high degree of expertise in this area.<sup>6</sup> In addition, as with

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<sup>6</sup> Attorney Richard E. Hayber is considered a leading attorney in wage and hour class action litigation, having successfully litigated many such cases. See, e.g., *Aros*, 2012 WL 3060470, at \*6 (stating that the Hayber Law Firm consists of “experienced employment lawyers with good reputations among the employment law bar. They have prosecuted and favorably settled many employment law class actions, including wage and hour class actions”).

Attorney Durkin has been named a “Rising Star” in the area of Labor and Employment in Connecticut by Super Lawyers every year since 2020.

all cases of this nature handled by Plaintiffs' counsel's firm, Plaintiffs' counsel accepted this case on a fully contingent arrangement, with no payment up front, and has borne all the expenses, costs, and risks associated with litigating this case. Unlike traditional firms that receive hourly fees on a monthly basis, plaintiff's attorneys who take cases on contingency often spend years litigating cases (typically while incurring significant out-of-pocket expenses for experts, transcripts, document production, and so forth), without ever receiving any ongoing payment for their work. Sometimes fees and expenses are recovered; other times, despite hundreds or even thousands of hours of work, nothing is recovered. This type of practice is viable only if attorneys, having received nothing for their work on some cases, receive more in other cases than they would if they charged hourly fees. Courts have long recognized this reality. *See, e.g., Hensley v. Eckerhart*, 461 U.S. 424, 448 (1983) (noting that "[a]ttorneys who take cases on contingency, thus deferring payment of their fees until the case has ended and taking upon themselves the risk that they will receive no payment at all, generally receive far more in winning cases than they would if they charged an hourly rate").

By permitting clients to obtain attorneys without having to pay hourly fees, this system provides critical access to the courts for people who otherwise would not be able to find competent counsel to represent them. That access is particularly important for the effective enforcement of public protection statutes, such as the wage laws at issue in this case. It is well-recognized that "private suits provide a significant supplement to the limited resources available to [government enforcement agencies] for enforcing [public protection] laws and deterring violations." *Reiter v. Sonotone Corp.*, 442 U.S. 330, 344 (1979) (addressing anti-trust laws).

This reasoning applies with equal force to wage and hour cases. Courts have recognized that fee awards in [wage and hour] cases like this serve the dual purposes of encouraging 'private

attorneys general’ to seek redress for violations and discouraging future misconduct of a similar nature. Class actions are also an invaluable safeguard of public rights. . . If courts denied sufficient attorneys’ fees ‘no attorneys ... would likely be willing to take on ... small-scale class actions[.]’ *Johnson v. Brennan*, 2011 WL 4357376, \*20 (S.D.N.Y. Sept. 16, 2011) (internal citations omitted).

Finally, the amount of the GSF allocated for costs, \$79,485.09, is reasonable for settlement purposes. Plaintiffs incurred significant expenses in litigating this case. A full detailing of those expenses will be supplied in Plaintiffs’ motion for final approval. Plaintiffs noticed and took roughly two dozen depositions, retained experts, and paid for the initial round of notice mailing to the class. Incurring those expenses allowed Plaintiffs to prosecute this case and achieve this result for the class.

Here, Plaintiffs’ counsel has achieved a significant result for Plaintiffs and the class. By comparison, however, Plaintiffs’ counsel has spent great amounts of time litigating other cases on behalf of workers without compensation—and, indeed, at considerable expense. In the practice of their contingency work, Plaintiffs’ counsel has advanced significant out-of-pocket resources, which have not been repaid, to pursue litigation on behalf of workers in various types of employment cases, including wage, tips, misclassification, and discrimination cases. In sum, a plaintiff-side contingency practice on behalf of low wage workers who could not afford to pay out-of-pocket for counsel, such as Plaintiff counsel’s firms, is made possible by the nature of contingency fee work. Thus, in considering the fairness and reasonableness of the proposed attorneys’ fees in this case, the Court should consider the nature of Plaintiffs’ counsel’s practice, which is only made possible by this contingency fee structure.

For these reasons and given the precedent approving attorneys’ fees award above the

recovery to the class, the Court should award the requested attorneys' fees in this case as well.

## V. CONCLUSION

As discussed above, the proposed settlement resolves *bona fide* disputes over untimely final wages under the CMWA and CWA. Further, the proposed settlement is fair and reasonable as it is the product of arms-length negotiations between experienced legal counsel and overseen by a magistrate judge. Moreover, the proposed settlement achieves certain recovery for individuals who might have otherwise received nothing. If the Court grants Plaintiffs' motion, the schedule for the administration of the Settlement will be as follows:

Deadline for Defendant to Produce Class List to the Settlement Administrator	Fourteen (14) days after Order Granting Preliminary Approval
Deadline for Settlement Administrator to Send Notice to the Class ("Notice Mailing")	Twenty – eight (28) days after Order Granting Preliminary Approval
Notice Period	Sixty (60) days
Deadline to File Motion for Final Approval	Seventy-five (75) days
Final Approval Hearing	Ninety (90) days after Notice Mailing

Accordingly, this Court should preliminarily certify the class and approve the Settlement Agreement.

**PLAINTIFFS, SUZANNE ALFONSO,  
JOSHUA ADKINS, STEPHEN SLATER,  
and ROBERT DUQUETTE on behalf of  
themselves and all other similarly situated  
individuals**

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**CERTIFICATION**

The undersigned certifies that on this 05th day of March 2026, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties who have appearances as of the time of this filing, by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

*/s/ Thomas Durkin*  
Thomas Durkin

# EXHIBIT 1

**SETTLEMENT AGREEMENT & RELEASE**

THIS SETTLEMENT AGREEMENT & RELEASE, dated as of February 27, 2026, (“*Agreement*”) between, on the one hand, Suzanne Alfonso (“*Alfonso*”), Stephen Slater (“*Slater*”), Joshua Adkins (“*Adkins*”), and Robert Duquette (“*Duquette*”) (collectively “*Plaintiffs*”), individually, and on behalf of the Class Members (defined below), and, on the other hand, Federal Express Corporation, successor by merger to Defendant FedEx Ground Package System, Inc. (“*FedEx*” or “*Defendant*”) (Plaintiff and Defendant together, the “*Parties*” and separately a “*Party*”).

**Recitals**

WHEREAS, Plaintiffs filed a lawsuit against Defendant, captioned *Suzanne Alfonso, et al. v. FedEx Ground Package System, Inc.*, Civil Case No. 3:21-cv-01644 (SVN) in the United States District Court, District of Connecticut (“*Action*”), on behalf of themselves and the Class (defined below), alleging that the Defendant failed to pay them and other allegedly similarly situated persons for all time worked in violation of the Connecticut Minimum Wage Act and Connecticut Wage Act; and

WHEREAS, subject to this Agreement’s final approval and entry by the United States District Court, District of Connecticut, (the “*Court*”), Plaintiffs, for themselves and for and on behalf of their issue, heirs, beneficiaries, personal and legal representatives, spouse, family members, successors, agents, executors, administrators, trustees, attorneys-in-fact, insurers, attorneys, and assigns (“**Plaintiffs’ Related Persons and Entities**”), and the Class Members, for themselves and for and on behalf of their issue, heirs, beneficiaries, personal and legal representatives, spouse, family members, successors, agents, executors, administrators, trustees, attorneys-in-fact, insurers, attorneys, and assigns (“**Class Members’ Related Persons and Entities**”) shall have released any and all claims that they have or could have had against Defendant or any of the Related Parties (defined below) including without limitation all claims asserted in the Action, whether individually or on a class or collective basis; and

WHEREAS, Defendant has asserted certain affirmative defenses in the Action, disclaims and denies the allegations in Plaintiffs’ Action in their entirety, denies wrongdoing and liability in its entirety, and denies that the class was properly certified; and

WHEREAS, on the date first written above, after arm’s-length negotiations facilitated by a United States Magistrate Judge, which included the exchange of significant discovery, the Parties agreed to a resolution of their dispute on the terms and conditions set forth in this Agreement (the “*Settlement*”); and

WHEREAS, the Parties desire to resolve this Action on a class-wide basis and avoid the costs, risks, and delays associated with litigation; and

WHEREAS, Hayber, McKenna & Dinsmore, LLC, counsel for Plaintiffs and the Class Members ("**Class Counsel**"), has analyzed and evaluated the merits of the claims made against the Defendant and the impact of this Agreement on Plaintiffs and the Class Members (as defined in "Definitions" below) including without limitation based upon data, including payroll, timekeeping, and security screen records, provided to Class Counsel by Defendant, and based upon Class Counsel's analysis and evaluation of a number of other factors. Recognizing the substantial risks of continued litigation, including the possibility that the Action, if not settled now, might result in no recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interest of the Plaintiff and the Class Members.

NOW, THEREFORE, the Parties, intending to be legally bound, and in consideration of the foregoing premises, the mutual promises and covenants contained herein, monetary consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

**I. Definitions.**

1. The following definitions shall apply throughout this Settlement Agreement:
  - a. "**Action**" means the above-captioned litigation.
  - b. "**Administrator**" means Rust Consulting, Inc., the third-party settlement administrator mutually agreed upon by the Parties based on the solicitation and evaluation of multiple not-to-exceed bids from potential settlement administrators.
  - c. "**Agreement**" means this Class Action Settlement Agreement.
  - d. "**Attorneys' Fees and Litigation Expenses**" means the attorneys' fees to be paid to Class Counsel for the services they rendered Plaintiff and the Settlement Class Members in the Action, in the total amount not to exceed 33.33% of the Gross Settlement Amount, and reasonable litigation costs, in an amount not to exceed \$79,485.09, as approved by the Court.
  - e. "**Class Counsel**" means Hayber, McKenna & Dinsmore, LLC.
  - f. "**Class List**" means an Excel file identifying each Eligible Settlement Class Member by (i) name; (ii) Employee ID #; (iii) last known address; (iv) telephone phone number (if available); (v) personal email address (if available).

Defendant also will provide the Administrator with each Eligible Settlement Class Member's social security number.

- g. **"Class Period"** means August 1, 2018 through preliminary approval of this settlement.
- h. **"Court"** means the United States District Court for the District of Connecticut.
- i. **"Defendant"** or **"FedEx"** means Federal Express Corporation, as successor by merger to FedEx Ground Package System, Inc.
- j. **"Defense Counsel"** means Kainen, Escalera & McHale, P.C.
- k. **"Eligible Settlement Class Member"** means all persons employed by FedEx in hourly or non-exempt positions in Connecticut who clocked in and out to work at any of the Connecticut Facilities during the period August 1, 2018 through the date of preliminary approval of this settlement. Excluded from the settlement are the following categories of hourly workers: Operation Managers in any Stratford location and Operations Administrators at FedEx's West Stratford warehouse located at 550 Long Beach Blvd, during the time they held such roles.
- l. **"Effective Date"** means the first date on which the Final Approval Order is no longer appealable, which shall be 31 days after the Parties' motion for final settlement approval is granted by the Court if no timely appeal of such order is filed or, if an appeal is filed, the date on which the appeal is final.
- m. **"Gross Settlement Amount"** means the non-reversionary sum of Nine Million, Five Hundred Thousand dollars (\$9,500,000), which shall be the maximum amount Defendant shall pay to settle this Action, except that Defendant shall separately pay the employer's share of payroll taxes, as well as its own attorneys' fees and costs.
- n. **"Mediator"** shall mean United States Magistrate Judge Robert A. Richardson, or in the event that Judge Richardson is not available to serve, any successor mediator as the Parties shall mutually agreement or in the absence of such agreement to be appointed by JAMS.
- o. **"Connecticut Facilities"** means the following package handling facilities: Windsor (63/3063), South Windsor (64/3061), Middletown (62), North Haven/Wallingford (66/3068), Stratford (68/3068), West Stratford (3065), North Stratford (59/3059) and Willington (60/61/3060) facilities.
- p. **"Net Settlement Amount"** means the Gross Settlement Amount less (i) the amounts paid to Plaintiff as a Service Award, (ii) the amounts paid to Class Counsel as Attorneys' Fees and Litigation Expenses, and (iii) the amount paid to the Administrator for settlement administration fees and expenses.

- q. **“Notice Form”** means the document substantially in the form attached to this Agreement as Exhibit A, or as otherwise approved by the Court.
- r. **“Notice Form Mailing Date”** means the first date the Administrator mails and emails the Notice Form to Eligible Settlement Class Members.
- s. **“Objection/Exclusion Deadline”** is the date sixty (60) days after the Notice Form Mailing Date.
- t. **“Parties”** means Plaintiffs and Defendant.
- u. **“Plaintiffs”** means Alfonso, Adkins, Adkins and Duquette.
- v. **“Preliminary Approval Date”** means the date on which the Court enters an order “preliminarily” approving the Settlement pursuant to Fed. R. Civ. P. 23(e)(1)(B).
- w. **“Qualified Settlement Fund”** or **“QSF”** means an account established and administered by the Administrator under Section 468B of the Internal Revenue Code and Treas. Reg. §§ 1.468B-1 *et seq.* for purposes of paying the amounts set forth in this Settlement Agreement.
- x. **“Released Claims”** for Eligible Settlement Class Members means all wage and hour claims accrued from the beginning of the Settlement Class Period through the Preliminary Approval Date that either were raised in the Action or are reasonably related to the claims raised in the Action against Defendant or the Released Parties, including all such claims relating to failure to pay wages, wage notification, posting, deduction, withholdings, recordkeeping and paycheck claims, meal and rest breaks, and any related statutory, common law and equitable (e.g., breach of contract, unjust enrichment, etc.) including any related claims for liquidated damages, penalties, attorneys’ fees and costs, penalties and interest, that could be pursued under the wage and hour laws of Connecticut, the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, any applicable state, local or municipal law or regulation, whether known or unknown; and any and all derivative claims relating to unpaid wages, minimum wage or overtime compensation against the Defendant or Released Parties relating to the facts asserted in this Action. Released Claims by the Plaintiffs shall also include the general release set forth in Section IV of this Agreement.
- y. **“Released Parties”** means Defendant and its past, present and future parents, predecessors, successors, subsidiaries, affiliates, sister and other related companies and businesses, members, officers, directors, shareholders, managers, principals, employees, servants, fiduciaries, trustees, employee benefit plan administrators, insurers, third party administrators, attorneys, and assigns.
- z. **“Settlement Class”** or **“Settlement Class Members”** means all persons employed by FedEx in hourly or non-exempt positions in Connecticut who

clocked in and out to work at any of the Connecticut Facilities during the period August 1, 2018 through the Preliminary Approval Date, and who do not exclude themselves pursuant to Section IX. A of this Agreement. Any reference to Settlement Class Members in this Agreement includes Plaintiffs.

- aa. **“Settlement Class Period”** means August 1, 2018 through the Preliminary Approval Date.
- bb. **“Service Award”** means an amount, to approved by the Court, of no greater than \$12,500 to be paid to Plaintiffs from the Gross Settlement Amount for the time and effort Plaintiffs spent conferring with Class Counsel, providing documents and information to Class Counsel, participating in discovery including sitting for a deposition, and in assisting in recovering wages on behalf of all Settlement Class Members, and as consideration in exchange for their broader release of claims in favor of Defendant.
- cc. **“Settlement”** means the resolution of the Action, including the terms, conditions, and obligations described in this Agreement, and all Released Claims as effectuated by the Agreement.
- dd. **“Settlement Amount”** refers to each Settlement Class Member’s ratable share of the Net Settlement Amount as computed in Section V of this Agreement.
- ee. **“Settlement Check”** means the checks issued by the Administrator from the QSF to Settlement Class Members for their Settlement Amounts.
- ff. **“Settlement Payment”** means the electronic payments issued by the Administrator from the QSF to Settlement Class Members for their Settlement Amounts.
- gg. **“Settlement Website and Portal”** means the settlement website and confidential online password protected online portal established by the Claims Administrator to allow Settlement Class Members to elect to receive their Settlement Amounts electronically.
- hh. **“Void Date”** means the date that is 360 days after the Administrator first mails the Settlement Checks.

## II. Non-Admission of Liability.

Defendant denies liability to Plaintiffs and the Class Members for any claim or cause of action. Defendant has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Action. Defendant has repeatedly asserted and continues to assert defenses thereto and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Defendant also has denied and continues to deny the allegations that the Class Members have suffered

damage or that the Class Members were harmed by the conduct alleged in the Action. By entering into this Agreement, Defendant in no way admits to the suitability of this Action for class or collective action litigation other than for purposes of settlement.

Settlement of the Action and all acts performed or documents executed in furtherance of this Agreement or the settlement embodied herein: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendant, or of the truth of any of the factual allegations in the Complaint filed in the Action, or for any other purpose; (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendant in any civil, criminal, administrative, or arbitral proceeding; and (c) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of these or similar claims for class or collective action treatment other than for purposes of administering this Agreement. The Parties understand and agree that this Agreement and any exhibit hereto are settlement documents and shall be inadmissible in any proceeding for any reason, except a proceeding to enforce the terms of this Agreement.

### **III. Conditions Precedent.**

This Settlement is conditioned on passage of the Effective Date. If the Court does not grant approval of the Settlement, or the settlement does not become final for any reason, the Parties will work together in good faith to address and resolve the concerns raised by the Court in denying approval of the Settlement. If the Settlement is not approved as resubmitted, then any Party may void this Settlement and this Agreement. In such case, the negotiation, terms and entry of the Memorandum of Understanding (MOU) and settlement contemplated by the MOU will remain subject to Federal Rule of Evidence 408 and any similar or analogous state laws or rules, and the parties shall revert to the status quo prior to mediation. In the event that the Court does not approve the Settlement, the Parties shall revert to their position status quo ante, with each side to bear their own costs.

### **IV. Release of Claims and Inadmissibility of Settlement.**

#### **Release of All Wage and Hour Claims by Named Plaintiffs and the Class Members.**

Upon the Final Approval of the Settlement, Settlement Class Members, on behalf themselves and the Class Members' Related Persons and Entities release and discharge the Released Parties from liability or damages for all Released Claims accrued during the Settlement Class Period.

In addition to the Releases set forth above, the Plaintiffs and Settlement Class Members agree not to sue any or all of the Released Parties in any forum for any

claim covered by the Released Claims, except they may bring a claim to enforce the Settlement Agreement

**Release of Claims Provided by Named Plaintiffs Only**

In exchange for the additional consideration provided to Plaintiffs in the form of a Service Award, Plaintiffs shall execute a Supplemental Settlement Agreement containing a general release of claims in the form attached as Exhibit B. The Parties agree that any refusal by the Court to approve of the General Release by the Named Plaintiffs as set forth in this paragraph shall not be a basis for rendering the entire Settlement voidable or unenforceable or for withholding the payment of Plaintiff's Service Award

**Settlement Checks.**

All Settlement Checks issued by the Administrator to Settlement Class Members from the Qualified Settlement Fund shall contain, on the back of the check, the following limited endorsement (or words to similar effect in the event that such is not administratively feasible):

**“RELEASE OF CLAIMS:** By signing and cashing or otherwise negotiating this check, and in accordance with the Settlement Agreement approved by the Court, I release all wage and hour claims or causes of action I have against the Released Parties that accrued between August 1, 2018 through the date of Preliminary Approval of this settlement that were either raised in the lawsuit captioned *Alfonso et al. v. FedEx Ground Package System, Inc.*, Civil Action No. 3:21-cv-01644 (SVN) (the “Lawsuit”) or are reasonably related to the claims raised in the Lawsuit.

Any modification or amendment of the endorsement language set forth on a Settlement Check by the Class Member, at Defendant's discretion, may not be accepted and, if not accepted, shall void the Settlement Check.

The Administrator shall operate a Settlement Website and Portal that allows Settlement Class Members to elect to receive their Settlement Amount electronically. In order to make the election, Settlement Class Members will need to acknowledge acceptance of the following release:

By receiving an electronic Settlement Payment, and in accordance with the Settlement Agreement approved by the Court, I agree to release all wage and hour claims or causes of action I have against the Released Parties that accrued between August 1, 2018 and the Preliminary

Approval Date for this Settlement that were either raised in the lawsuit *Suzanne Alfonso, et al. v. FedEx Ground Package System, Inc.*, Civil Case No. 3:21-cv-1644 (SVN) (“Lawsuit”) or are reasonably related to the claims raised in the Lawsuit.

V. **Settlement Payments.**

**Gross Settlement Amount.**

Defendant’s maximum payment under this Settlement is the Gross Settlement Amount, as defined above, which definition acknowledges that Defendant shall pay the employer’s share of applicable payroll taxes on the wage portion of the Settlement Amounts in addition to the Gross Settlement Amount. The Gross Settlement Amount is the amount from which all Settlement costs and payments shall be made, including: (i) all Settlement Amounts to Settlement Class Members; (ii) the Plaintiffs’ Service Awards; (iii) Class Counsel’s Attorneys’ Fees and Litigation Expenses; and (iv) fees and costs the Administrator reasonably incurs in administering the Settlement

**Funding the Qualified Settlement Fund.**

As consideration for the releases, FedEx shall pay the Gross Settlement Amount into the Qualified Settlement Fund. Defendant shall deposit the Gross Settlement Amount into the QSF no later than ten (10) calendar days after the Court enters an order granting final approval of the Settlement Amount.

**Employer Share of Payroll Taxes**

The Administrator will determine the amount of funds necessary to cover the employer share of payroll taxes and withholdings on the Settlement Amounts paid to Settlement Class Members and will inform Defendant of the amount within ten (10) calendar days after the Court enters an order granting final approval of the Settlement. Defendant shall deposit the employer share of payroll taxes into the QSF within thirty (30) calendar days after the Administrator informs Defendant of the amount of the employer share of payroll taxes. The Administrator shall thereafter remit and report the applicable portions of the employer-side taxes and withholdings to the appropriate taxing authorities on a timely basis for all Settlement Class Members.

**Distribution of the Net Settlement Amount.**

The Administrator shall distribute among the Settlement Class Members the Net Settlement Amount as follows:

- (a) The Parties agree that the individual payments to the Class Members will be calculated based on the respective number of qualifying workweeks each Class Member worked during the statutory period.
- (b) Calculating Qualifying Workweeks. It shall be the duty of the Administrator to calculate the respective number of qualifying workweeks that each Settlement Class Member worked during the statutory period. Defendant shall provide the Administrator with records necessary to perform this calculation.
- (c) Distribution Formula. Settlement Class Members shall be allocated a *pro rata* portion of the Net Settlement Amount available for distribution based upon their respective number of workweeks. The Administrator will add up all the workweeks and calculate the total workweeks for the Settlement Class Members. Each Settlement Class Member shall be entitled to a *pro rata* share of the Net Settlement Amount based on the ratio of the total number of workweeks that he or she worked during the Class Period to the total number of workweeks that all participating Class Members worked during the Class Period.
- (d) Tax Allocation of Individual Class Payments. Settlement payments to the Settlement Class Members will be allocated as follows for tax purposes: (i) one-half (1/2) in consideration for time worked as back-wage payments and/or wage income subject to W-2 reporting (the “*Wage Portion*”); and (ii) one-half (1/2) in consideration for statutory penalties, liquidated damages, interest, and all other non-wage recovery subject to 1099 reporting (“*Non-Wage Portion*”). Settlement Class Members are responsible for the proper income tax treatment of the individual Settlement Amount received. Neither the Administrator, Defendant nor Defendant’s Counsel, are providing any tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of any payment they receive hereunder.
- (e) Payroll Taxes. Defendant shall pay its share of the applicable employer payroll taxes in proportion to their respective shares of the Qualified Settlement Fund. Any unused portion of employer-side taxes which are collected by the Administrator shall be returned to

Defendant after the administration of the Qualified Settlement Fund has concluded.

**Settlement Payments to Lead Plaintiffs.**

Subject to Court approval, Plaintiffs will each receive a Service Award payment of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) subject to their execution of the Releases of All Claims contained in Exhibit B hereto. This payment is part of the Qualified Settlement Fund and shall be provided to the Administrator for disbursement at the time that the other Settlement Checks are distributed to Class Members, i.e., within ten (10) days after the Final Effective Date, subject to prior receipt of a completed Form W-9 by each Plaintiff. The Service Award is in addition to the Settlement payment that Plaintiffs are entitled to receive from the Settlement Fund as Class Members. Plaintiffs will be responsible for correctly characterizing this payment for tax purposes and for paying taxes on any amount received. Neither Defendant, Defendant's Counsel, nor Class Counsel are providing any tax advice to Plaintiffs in connection with the Service Award or any other payment.

**Attorneys' Fees and Costs.**

Class Counsel will request that the Court approve Plaintiffs' Attorneys' Fees in an amount not to exceed 33.33% of the Gross Settlement Amount (\$3,166,350.00), and Litigation Expenses in an amount not to exceed Seventy-Nine Thousand Four Hundred and Eighty Five Dollars and Nine Cents (\$79,485.09). The Parties acknowledge that this is not a clear sailing agreement and that the Parties reserve all of their rights including with respect to Plaintiffs' request for attorneys' fees and reimbursement of litigation expenses as the Court may approve. This Settlement is not contingent on the Court's approval of these payments, but Class Counsel may appeal the award of Attorneys' Fees and Litigation Expenses should the sum awarded by the Court fall below the amount requested by Class Counsel, provided that the request Class Counsel makes is consistent with the provisions of this Settlement Agreement. If Class Counsel elects not to appeal or if the Court of Appeals affirms the decision, only the reduced amounts will be deemed to be Attorneys' Fees and Litigation Expenses for purposes of this Settlement Agreement. Any amounts for Attorneys' Fees and Litigation Expenses not awarded shall be added to the Net Settlement Amount available for distribution to Settlement Class Members as Settlement Amounts. On or before ten (10) days after the Effective Date, the Administrator will deliver the award of Attorneys' Fees and Litigation Expenses to Class Counsel by wire transfer as Class Counsel directs. The Settlement Administrator shall issue a Form 1099, and Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

**Litigation Costs and Expenses.**

Subject to Court approval and in consideration for Seventy Nine Thousand Four Hundred Eighty Five Dollars and Nine Cents (\$79,485.09) in costs and expenses already incurred by Class Counsel, including but not limited to litigation filings, service fees, deposition costs, and expert fees, the Parties agree that such litigation costs and expenses shall be paid from the Settlement Fund within ten (10) days after the Final Effective Date. Class Counsel acknowledges and agrees that such amount constitutes the full and complete amount of any costs incurred by them in connection with the Action, and that they shall have no right or entitlement to recovery of any attorneys' fees, expenses and/or costs other than as specifically set forth herein.

**Settlement Administrator Fees, Costs and Expenses.**

As described in more detail below, Administrator fees, costs and expenses will be paid from the Qualified Settlement Fund. Administrator fees, costs and expenses shall be deducted from the Settlement Fund prior to distribution of any monies to the Class Members. Administrator fees, costs and expenses are estimated by the Administrator to be One Hundred and Fifty One Thousand Dollars and Zero Cents (\$151,000.00).

**VI. Interim Stay of Proceedings during Settlement Approval Process.**

The Parties agree to maintain the stay of proceedings in the Action, except such proceedings as are necessary to implement and complete the Settlement set forth in this Agreement and hold all such matters in abeyance pending the fairness hearing to be conducted by the Court and, if necessary, to seek a further stay of proceedings during any period of further negotiations before the Mediator in the event that the Court does not approve the Settlement at the initial Fairness Hearing.

**VII. Preliminary Approval of Settlement.**

Within twenty-one (21) days of the Parties' execution of this Agreement, Plaintiff shall file a Motion for Preliminary Approval of a Class Action Settlement that, subject to review and confirmation by Defendant, which shall include: (i) the proposed Notice Form; (ii) a proposed Preliminary Approval Order; (iii) an executed version of this Agreement; and (iv) the documents, memorandum, affidavits, and exhibits as may be required for purposes of obtaining preliminary

approval of the Settlement. Defendant shall be afforded at least ten (10) calendar days in which to review the Motion for Preliminary Approval and to comment thereon.

The Preliminary Approval Motion will also seek: (i) to set a date for the Settlement Class Members who became employed by FedEx between March 09, 2024 and the date of preliminary approval to opt out of this Agreement, which date will be sixty (60) days from the initial mailing of the Notice Form to the Eligible Settlement Class Members by the Administrator; (ii) to set a date for the Eligible Settlement Class Members to provide written objections to this Agreement, which date will be sixty (60) days from the initial mailing of the Notice Form to the Eligible Settlement Class Members by the Administrator; and (iii) to set a date for the Fairness Hearing, for Final Approval of the Settlement which shall be no earlier than ninety (90) days following the date of the initial mailing of the Notice Forms by the Administrator.

#### **VIII. Issuance of Notice Form.**

On or before March 31, 2026 or fourteen (14) days after the issuance of a Preliminary Approval Notice, whichever is later, unless a different date for doing so is included in the order granting Preliminary Approval, Defendant shall produce to the Administrator the Class List. Additionally, Defendant shall cooperate with the Administrator to produce whatever other information is reasonably necessary to effect notice and Settlement payments, provided that Defendant shall not be required to perform any skip traces or similar actions with respect to any Class Members.

On or before April 15, 2026 or twenty-eight (28) days after receipt of the Class List, whichever is later, unless a different date for doing so is included in the *Preliminary Approval Order*, the Administrator will mail the Notice Form to the Eligible Settlement Class Members in a form substantially similar to Exhibit A. The Notice Form shall inform all Eligible Settlement Class Members of their right to participate in the Settlement, or object to any aspect of the proposed Settlement, in writing, by sending such objection to the Administrator prior to the Objection/Exclusion Deadline. Only those Eligible Settlement Class Members who submit timely written objections shall have standing to be heard at the Fairness Hearing and to seek reconsideration or appellate review of any Final Approval Order.

The Notice Form shall also inform Eligible Settlement Class Members who became employed by FedEx between March 09, 2024 and the date of preliminary approval, of their right to exclude themselves from the Settlement if they wish.

At the same time the Administrator mails the Notice Form, it shall also send copies of the Notice Form to the Eligible Settlement Class Members by text in a form substantially similar to the Notice Form attached hereto as Exhibit A.

If any Notice Forms are returned by the postal service as undeliverable, the Administrator shall use reasonable best efforts in locating the Eligible Settlement Class Member by performing a skip trace or similar method for locating an updated address. The Administrator will promptly re-mail the Notice Form to the updated address, if identified. If, after a second mailing of the Notice Form, the Notice Form is returned by the postal service as undeliverable or if a second address cannot be identified after Class Counsel's reasonable efforts, the Parties shall be deemed to have satisfied their obligation to provide the applicable Notice Form to that Eligible Settlement Class Member.

The Administrator will send a final list of all Opt-out Statements and Objections to the Parties' respective counsel no later than fourteen (14) days after the Objection/Exclusion Deadline. The Administrator will retain the stamped originals of all Opt-out Statements and Objections, and originals of all envelopes accompanying same, in its files until such time as the Administrator is relieved of its duties and responsibilities under this Agreement.

**IX. Objection to Settlement.**

Any Class Member who intends to object to the fairness of the Agreement must do so, in writing, before the Objection/Exclusion Deadline, by mailing such Objection to the Administrator via First-Class United States Mail, postmarked before the Objection/Exclusion Deadline. The Objection/Exclusion Deadline shall not be extended in the event of a returned delivery that is subsequently resent. The Administrator will stamp the date postmarked and received on the original and send copies of each Objection, and any supporting documents, to the Parties' respective counsel by email delivery no later than three (3) days after receipt of the Objection. The Administrator shall provide all Objections in its final affidavit to be filed with the application for Final Approval prior to the Court's Fairness Hearing.

Subject to any Order of the Court, any Objection must include: (i) the objector's full name, address, and telephone number; (ii) a written statement of all factual and

legal support for such Objection; (iii) copies of any papers, briefs, or other documents upon which the Objection is based; (iv) a statement whether the objector intends to appear at the Fairness Hearing, and (v) if the objector intends to appear at the Fairness Hearing with or through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing and include a list of all persons who will be called to testify in support of the Objection. Any Class Member who does not file a timely written Objection or otherwise comply with the foregoing requirements shall be foreclosed from having their Objection considered by the Parties or the Court or seeking any adjudication or review of the Settlement by appeal or otherwise.

**A. Request for Exclusion**

Any Eligible Settlement Class Member whose employment began on or after March 09, 2024, and who wishes to be excluded from the Settlement Class must submit a request for exclusion to the address specified in the Notice Form before the Objection/Exclusion Deadline. To be effective, the request for exclusion must be sent via First Class United States Mail, postage prepaid, to the specified address and must include a written, signed statement to the Administrator that states that such Eligible Settlement Class Member is opting out of the Settlement, and include his or her name, address, and telephone numbers and statement indicating his or her intention to opt-out such as: "I opt out of the Connecticut FedEx wage and hour settlement" or words to that effect ("*Opt-out Statement*"). To be effective, an Opt-out Statement must be mailed and postmarked prior to the Objection/Exclusion Deadline (i.e., within sixty (60) calendar days after the initial mailing of the Notice Form), provided, however, that in the event that an Opt-out Statement is received which purports to serve as an Opt-out Statement for more than one individual, either Party hereto shall be entitled to seek additional information regarding said Opt-out Statement and further may challenge the validity of same upon such Party having a reasonable, good faith belief that such group Opt-out Statement is illegitimate or deficient in any regard, which challenge may be initiated by motion to the Court or as otherwise may be directed by the Court.

Any Eligible Settlement Class Member who does not submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the Settlement and the terms of this Agreement, will be bound by the Settlement in this case, and have released their Wage and Hour Claims as described above.

The amounts allocated to those Settlement Class Members that opted out of the Settlement will be reallocated to Settlement Class Members who did not opt-out.

Within 10 days of the conclusion of the Administrator's delivery to Defendant of all Opt-out Statements (and in no event earlier than ten business days following the Objection/Exclusion Deadline), Defendant shall have the option to cancel the Settlement if more than 3% of the Eligible Settlement Class Members opt-out of the Settlement. Should Defendant elect such a cancellation, the Parties will revert to their respective positions prior to entering into this Agreement and the Action will proceed as if no Settlement had been attempted, except that Defendant will be responsible for the payment of Administrator's fees and expenses reasonably incurred prior to the date of such cancellation.

**B. Fairness Hearing and Motion for Final Approval and Dismissal.**

In accordance with the schedule set by the Court in its Preliminary Approval Order and in advance of the Fairness Hearing, Class Counsel shall file a "Motion for Final Approval," with supporting documents and materials for Final Approval of the Settlement, which shall be subject to review and confirmation by the Defendant. Class Counsel shall submit a draft of the Motion for Final Approval to Defendant at least ten (10) calendar days before it is due to be filed in Court so that Defendant can review it and provide comments. The Motion for Final Approval may contain a compliance affidavit from the Administrator, an application for attorneys' fees, costs, and the Service Award, and a supporting affirmation and documents from Class Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to this Agreement. The Motion for Final Approval shall also include a proposed Final Approval Order. "*Final Approval Order*" shall mean the Order entered by the Court after the Fairness Hearing approving the terms and conditions of this Agreement, distribution of the Settlement payments from the Qualified Settlement Fund, approval of Attorneys' Fees and Litigation Expenses and dismissal of the Action with prejudice.

At the Fairness Hearing, the Parties will request that the Court, among other things: (1) approve the Settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members; (2) order the Administrator to distribute Settlement Checks; (3) order the Attorneys' Fees and Litigation Expenses to be paid out of the Settlement Fund; (4) order the Administrator's fees and expenses be paid out of the Settlement Fund; (5) order that the Service Award be paid out of the Settlement Fund; (6) order the dismissal with prejudice of all federal, state and local Wage and Hour Claims by all Settlement Class Members who did not opt out and the Plaintiffs, consistent with the terms of this Agreement; (7) order entry of Final Dismissal with prejudice in accordance with this Agreement; and (8) retain jurisdiction over the interpretation and implementation of this Agreement as well

as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

**C. Effect of Failure to Grant Final Approval.**

In the event the Court fails to dismiss this matter with prejudice in accordance with this Agreement or such dismissal or this Settlement does not become final as defined herein, the Parties shall resume the Action at the same procedural posture as though the Settlement never occurred, unless (1) either Party or both Parties jointly seek reconsideration or appellate review of the decision denying entry of dismissal with prejudice, or (2) the Parties jointly attempt to renegotiate the Settlement and seek Court approval of the renegotiated Settlement.

Additionally, if not finally approved, the Administrator will provide notice to Settlement Class Members that the Agreement did not receive Final Approval and that, as a result, no payments will be made to Settlement Class Members under the Agreement. Such notice shall be mailed by the Administrator via First Class United States Mail, postage prepaid, to the addresses used by the Administrator in mailing the Notice Form.

The Qualified Settlement Fund will be returned to FedEx, less the administration fees of the Administrator that are actually incurred to such date.

**D. Effect of Final Approval of Class Settlement.**

If the Court approves this Agreement, within ten (10) days of the Effective Date, the Administrator shall distribute Settlement Checks to all Class Members.

**E. Unclaimed Funds.**

It is expressly understood and agreed that in the event that any payments to Settlement Class Members are not claimed, there will be residual funds available from the Qualified Settlement Fund. The difference between the Qualified Settlement Fund and the aggregate of all Class Members' claims paid, applicable taxes and withholdings, Class Counsel Fees and litigation expenses, Service Award to Plaintiffs, and the Administrator's fees, costs and expenses shall be referred to as the "*Unpaid Residue*" which shall be maintained in a "contingent fund." It is further understood and agreed that the Unpaid Residue shall be distributed to the Connecticut Unclaimed Property Fund under the name of the Class Member who failed to claim their Settlement Amount.

**X. Settlement Claims Administration.**

**Selection of Settlement Administrator.**

The Parties agree that they will use the settlement administration services of Rust Consulting Inc. to carry out the duties outlined in this Agreement, which include but are not limited to mailing the Notice Form, mailing the Settlement Checks and Service Award to the Class Members, and distributing the Class Counsel's Fees to Class Counsel.

**Administrator Responsibilities.**

The Administrator shall be responsible for: (a) calculating the respective number of qualifying workweeks that each Eligible Settlement Class Member worked during the statutory period; (b) determining and finalizing the calculations of the tax withholding amounts with respect to the Settlement Class Members as it relates to payments to be made from the Qualified Settlement Fund; (c) preparing, printing and disseminating the Notice Form to the Eligible Settlement Class Members through the U.S. Mail; (d) copying Class Counsel and Defense Counsel on material correspondence and promptly notifying Class Counsel and Defense Counsel of any material requests or communications made by any of the Eligible Settlement Class Members; (e) mailing individual Settlement Checks from the Qualified Settlement Fund to the Settlement Class Members in accordance with this Agreement and the Final Approval Order of the Court; (f) establishing the Settlement Website and Portal; (g) advising the Parties of the amount of all employer-side taxes due and deducting and paying employee-side payroll tax obligations arising from all payments made to the Settlement Class Members, as applicable, in accordance with this Agreement; (h) issuing W-2 Forms and 1099 Forms for all amounts paid to the Settlement Class Members; (i) performing one "skip-trace" or similar process to ascertain the current address and addressee information for each Notice Form returned as undeliverable; (j) resending a Notice Form via U.S. Mail, one (1) time each, to the Settlement Class Members whose Notice Forms are returned as undeliverable and for whom a better, more current or alternative address is ascertained by performing a skip-trace or similar process; (k) promptly apprising counsel for the Parties of the activities of the Administrator, including but not limited to the dates when Settlement Checks are cut and mailed; (l) maintaining adequate records of its activities, including the date of the mailing of the Notice Forms, returned mail, and other communications and attempted written or electronic communications with the Settlement Class Members; (m) issuing

reminder texts or emails to the Settlement Class Members who have not cashed their settlement checks sixty (60) and ninety (90) days following the issuance of the Settlement Checks; (n) confirming in writing to the Parties' respective counsel its timeline for administration based on the dates set forth in this Agreement, and confirming completion of the administration of the Settlement and retaining copies of all endorsed Settlement Checks; (o) maintaining the strict confidentiality of this Agreement, the terms thereof, and all payments made hereunder; (p) providing all notices and accountings required by this Agreement; (q) establishing and administering the Settlement Fund as described above; (r) producing and sending Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA") notices in accordance with law; and (s) such other tasks as the Parties mutually agree and assign.

**Settlement Fund Fees and Expenses.**

All fees, expenses, and costs of the Administrator related directly or indirectly to the Qualified Settlement Fund (including, but not limited to, those related to Notice Form, check cutting, mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Qualified Settlement Fund, tax treatment and tax reporting of awards to the Settlement Class Members, and preparation of tax returns) shall be paid from the Qualified Settlement Fund.

**Reporting by Administrator.**

Throughout the period of claims administration, the Administrator will provide such reports to the Parties' respective counsel upon request regarding the status of the mailing of the Notice Forms to the Class Members, the claims administration process, or any other aspect of the claims administration process. The Parties shall have equal access to the Administrator.

**E. Effect of Void Date.**

The Settlement Checks issued by the Administrator will be valid until the Void Date. After the Void Date, the Administrator will inform Defense Counsel which checks were negotiated, and which became void, as well as an accounting of the cash value of all amounts remaining in the Settlement Fund. In addition to this information, the Administrator will also provide Defense Counsel information regarding the amount of employer-side taxes due on the Wage Portion of the Settlement payments that were negotiated subject to review and approval by Defendant. Within thirty (30) days of receiving this information from Administrator, Defendant shall make an additional payment in the amount

calculated by Administrator to pay employer-side taxes due on the Wage Portion of the Settlement payments. Within thirty (30) days following the foregoing reconciliation with respect to employer-side taxes, the Administrator shall direct any Unpaid Residue to the Connecticut Unpaid Property Fund.

**XI. Implementation of the Qualified Settlement Fund.**

**A. Administering the Settlement Fund.**

The Administrator shall serve as Trustee of the Qualified Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Qualified Settlement Fund, including the handling of tax-related issues and payments. The Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund under the law and to maintain that qualification at all times. The Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

**B. Tax Withholding and Reporting.**

The Parties recognize that the Wage Portion of the Settlement payments to the Class Members will be classified as wages and will be subject to applicable tax withholding and reporting. The Administrator shall be responsible for withholding and timely remitting and reporting to the appropriate taxing authorities the employee's share of payroll taxes or contributions (*i.e.*, FICA, FUTA, SUTA, and Medicare) from such payments. Subject to the Administrator's obligation to comply with applicable laws, the Parties anticipate that any amounts designated as the Non-Wage Portions of the Settlement Payments and the Service Award to the Plaintiff shall not be subject to withholding and shall be reported by the Administrator to the IRS on Form 1099, as may be required by the IRS. The employer's share of payroll taxes required to be paid by the Defendant shall be paid by the Defendant.

**C. Indemnification.**

The Administrator shall indemnify the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of any taxes described above or any other obligation of the Administrator provided for in this Agreement, including but not limited to costs, expenses, and fees that may be incurred by the Parties, which

indemnity shall be memorialized in any agreement between the Parties and the Administrator.

**D. No Credit Towards Benefit Plans.**

To the extent permissible under Defendant's respective benefit plans, the payments made to Settlement Class Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Member may be eligible including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, and paid time off plans. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Member may be entitled under any benefit plans.

**XII. Governing Law; Venue.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Connecticut, without regarding to any conflict of laws. Any and all disputes between or among the Parties, Defendant's Related Persons and Entities, and/or any of the Settlement Class Members arising from or relating to this Agreement or the Settlement set forth herein shall be brought in the state or federal courts located in Connecticut.

**XIII. Publicity.**

Class Counsel agrees that it shall not, directly or indirectly, whether verbally, in writing or otherwise, issue any press releases, make any statements to the media, advertise in any media, disclose or describe on their law firm or other websites or case and verdict reporting services sites, or make any other public statements regarding the existence or nature of this Agreement or its terms and conditions, provided, however, that nothing contained herein shall prevent or limit Class Counsel: (i) in communicating with any Class Members, or (ii) in otherwise taking such steps as may be necessary to effectuate the terms of this Agreement or as otherwise may not be limited in accordance with Class Counsel's ethical obligations as an attorney.

**XIV. Entire Agreement.**

This Agreement and its Exhibits constitute the entire Agreement between the Parties regarding the matters set forth herein and supersedes any prior written or oral agreements regarding the subject matter hereof.

**XV. Counterparts**

The Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The Agreement may be executed by electronic means, including DocuSign or a similar service and/or an image (.pdf) of a signature.

**XVI. Waivers; Modifications.**

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**XVII. Binding Authority of Counsel.**

Any counsel who signs this Agreement on behalf of his or her client hereby represents that he or she is fully authorized to bind the Party or Parties he or she represents to the terms and conditions hereof and that he or she has retainer agreements and/or authorizations to execute this Agreement on the client's behalf.

**XVIII. Captions.**

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

**XIX. Construction.**

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

**XX. Severability and Blue Penciling.**

If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable, that provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement will remain in full force and effect.

**XXII. Arms' Length Transaction; Materiality of Terms.**

The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.


**XXIII. FedEx's Acknowledgements.**

FedEx's signature on this Agreement certifies that it has used reasonable efforts to ensure that information for the administration of the Settlement, including data used to determine the allotments to Settlement Class Members and the Class List, are complete and correct in all material respects to the best of its knowledge.

*[Signature page to follow]*

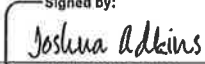
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

<p>Date: <u>2/25/2026</u></p>	<p><b>SUZANNE ALFONSO</b>  <small>DocuSigned by:</small>    <small>DDFA2EFA1308465...</small>                  Suzanne Alfonso, on behalf of herself, and the Class Members</p>
<p>Date: _____</p>	<p><b>JOSHUA ADKINS</b>                  _____                  Joshua Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>STEVEN ADKINS</b>                  _____                  Steven Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>ROBERT DUQUETTE</b>                  _____                  Robert Duquette, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>CLASS COUNSEL</b>                  _____  <b>By: Thomas J. Durkin, Esq.</b></p>
	<p><b>FEDERAL EXPRESS CORPORATION</b></p>


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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

<p>Date: _____</p>	<p><b>SUZANNE ALFONSO</b></p> <p>_____</p> <p>Suzanne Alfonso, on behalf of herself, and the Class Members</p>
<p>Date: 3/3/2026</p>	<p><b>JOSHUA ADKINS</b></p> <p>Signed by:                    _____  <small>E7F7BFCB0E1B419...</small></p> <p>Joshua Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>STEVEN SLATER</b></p> <p>_____</p> <p>Steven Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>ROBERT DUQUETTE</b></p> <p>_____</p> <p>Robert Duquette, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>CLASS COUNSEL</b></p> <p>_____</p> <p><b>By: Thomas J. Durkin, Esq.</b></p>
	<p><b>FEDERAL EXPRESS CORPORATION</b></p>


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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

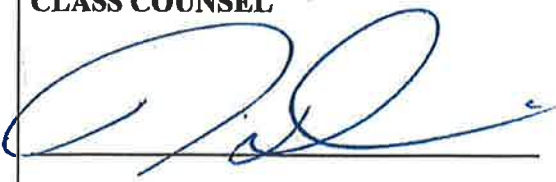
<p>Date: _____</p>	<p><b>SUZANNE ALFONSO</b></p> <p>_____</p> <p>Suzanne Alfonso, on behalf of herself, and the Class Members</p>
<p>Date: _____</p>	<p><b>JOSHUA ADKINS</b></p> <p>_____</p> <p>Joshua Adkins, on behalf of himself, and the Class Members</p>
<p>Date: <u>2/25/2026</u></p>	<p><b>STEVEN SLATER</b></p> <p>DocuSigned by:    <small>A3897764587842B...</small></p> <p>_____</p> <p>Steven Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>ROBERT DUQUETTE</b></p> <p>_____</p> <p>Robert Duquette, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>CLASS COUNSEL</b></p> <p>_____</p> <p><b>By: Thomas J. Durkin, Esq.</b></p>
	<p><b>FEDERAL EXPRESS CORPORATION</b></p>


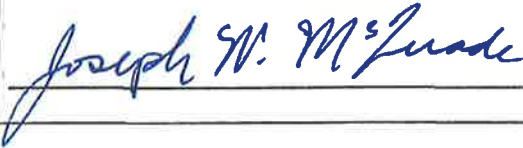
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

<p>Date: _____</p>	<p><b>SUZANNE ALFONSO</b></p> <p>_____</p> <p>Suzanne Alfonso, on behalf of herself, and the Class Members</p>
<p>Date: _____</p>	<p><b>JOSHUA ADKINS</b></p> <p>_____</p> <p>Joshua Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>STEVEN SLATER</b></p> <p>_____</p> <p>Steven Adkins, on behalf of himself, and the Class Members</p>
<p>Date: <u>2/25/2026</u></p>	<p><b>ROBERT DUQUETTE</b></p> <p>DocuSigned by:    <small>A17B25A3B0214EE...</small></p> <p>Robert Duquette, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>CLASS COUNSEL</b></p> <p>_____</p> <p><b>By: Thomas J. Durkin, Esq.</b></p>
	<p><b>FEDERAL EXPRESS CORPORATION</b></p>

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

<p>Date: _____</p>	<p><b>SUZANNE ALFONSO</b></p> <p>_____</p> <p>Suzanne Alfonso, on behalf of herself, and the Class Members</p>
<p>Date: _____</p>	<p><b>JOSHUA ADKINS</b></p> <p>_____</p> <p>Joshua Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>STEVEN ADKINS</b></p> <p>_____</p> <p>Steven Adkins, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>ROBERT DUQUETTE</b></p> <p>_____</p> <p>Robert Duquette, on behalf of himself, and the Class Members</p>
<p>Date: _____</p>	<p><b>CLASS COUNSEL</b></p> <p></p> <p>By: <b>Thomas J. Durkin, Esq.</b></p>
	<p><b>FEDERAL EXPRESS CORPORATION</b></p>

Date: <u>3/3/26</u>	<b>FEDERAL EXPRESS CORPORATION</b>  _____ <b>Scott Burns</b> Senior Vice President, Operations Federal Express Corporation, successor by merger to FedEx Ground Package System, Inc.
Date: <u>3/4/26</u>	<b>DEFENDANT'S COUNSEL</b>  _____

**EXHIBIT B**

**RELEASE OF ALL CLAIMS BY NAMED PLAINTIFF ALFONSO**

WHEREAS, Suzanne Alfonso (“*Alfonso*”), Joshua Adkins (“*Adkins*”), Joshua Adkins (“*Adkins*”), and Robert Duquette (“*Duquette*”) (collectively “*Plaintiffs*”), are the Named Plaintiffs in a class-action lawsuit asserted against Federal Express Corporation, successor by merger to Defendant FedEx Ground Package System, Inc. (“*FedEx*” or “*Defendant*”) (Plaintiff and Defendants together, the “*Parties*” and each a “*Party*”) filed in the United States District Court for the District of Connecticut captioned *Suzanne Alfonso, et al. v. FedEx Ground Package System, Inc.*, Civil Case No. 3:21-cv-01644 (SVN) (the “*Action*”); and

WHEREAS, the Parties on behalf of themselves and all eligible class members have reached agreement on a class-wide settlement that will need to be approved by the Court (the “*Agreement*”); and

WHEREAS, the Agreement calls for the Plaintiffs to receive service awards of \$12,500.00 each in exchange for a Release of All Claims;

THEREFORE, the Parties agree as follows:

1. **Release and Waiver of All Claims by Each of the Named Plaintiffs.** Except as otherwise provided herein, Alfonso agrees that by this Release of All Claims by Named Plaintiffs (“*Release*”), she does, for herself, her heirs, executors, administrators, assigns and anyone claiming for or through her, waives, releases, gives up and forever discharges FedEx and its past, present and future parents, predecessors, successors, subsidiaries, affiliates, sister and other related companies and businesses, members, officers, directors, shareholders, managers, principals, employees, servants, fiduciaries, trustees, employee benefit plan administrators, insurers, third party administrators, attorneys, and assigns (hereafter collectively referred to as the “*The Released Parties*”) of and from any and all liability from any lawsuits, complaints, claims, demands or charges of any nature whatsoever existing from the beginning of time up to the effective date of this Release, whether known or unknown, whether in law or in equity, arising under federal, state or municipal constitutions, statutes, charters, ordinances, regulations or common law, including but not limited to any claims that arise out of or relate to Alfonso’s employment with any of The Released Parties or separation from employment with any of The Released Parties pursuant to: all applicable state and federal employment discrimination statutes; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Pregnancy Discrimination Act; the Immigration Nationality Act; the Genetic Information Non-Discrimination Act; 42 U.S.C. § 1981; 42 U.S.C. § 1983; 42 U.S.C. § 1988; the Equal Pay Act; the Federal Family and Medical Leave Act; the Employment Retirement Income Security Act; the Sarbanes-Oxley Act; the Health Insurance Portability and Accountability Act; the Fair Labor Standards Act (FLSA), the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60 *et. seq.*; the Connecticut Free Speech Act, Conn. Gen. Stat. § 31-51q; the Connecticut Whistleblower Act, Conn. Gen. Stat. § 31-51m; the Connecticut Wage and Hour

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Laws, Conn. Gen. Stat. § 31-58 et. seq.; the Connecticut Family and Medical Leave Act, Conn. Gen. Stat. § 31-51kk et. seq.; the Connecticut Paid Sick Leave Act, Conn. Gen. Stat. § 31-57r; claims for wrongful discharge or retaliation or discrimination under Section 31-290a of the Connecticut Workers Compensation Act; Conn. Gen. Stat. § 19a-532 and any and all other laws applicable to employers; all applicable state or federal laws providing protections for whistleblowing and free speech activities; all applicable state and federal laws regarding claims for unpaid wages, benefits and/or other compensation; and any and all other claims of whatsoever kind, whether in contract, express or implied, or in tort, including but not limited to: breach of the covenant of good faith and fair dealing, breach of contract, detrimental reliance, misrepresentation, promissory estoppel, the tortious or wrongful or retaliatory discharge from employment, breach of public policy, defamation, tortious interference with contractual relations, the intentional or negligent infliction of emotional or mental distress, claims of whatsoever kind relating to stock, stock options or performance units, claims for employment benefits, including any and all claims for unpaid bonuses, vacation days, personal days, or paid time off days, claims related to the benefit plans of any of The Released Parties, and claims for attorney's fees and costs.

Alfonso agrees that by signing this Release, she, for herself, her heirs, executors, administrators, assigns and anyone claiming for or through her, waives, releases, promises and agrees not to bring or pursue any judicial, quasi-judicial or administrative action or complaint of whatsoever kind, in law or equity, against any of The Released Parties, which Alfonso now has or has ever had, or which Alfonso's heirs, executors, administrators, or assigns, hereafter shall or may have against any of The Released Parties, for, upon or by reason of any matter, cause or claim of whatsoever kind, existing on or prior to the effective date of this Release that arise out of or relate to Alfonso's employment or separation from employment with any of The Released Parties, including, but not limited to, actions involving those statutes, regulations or principles of common law set forth above.

2. **Claims Not Waived or Released.** Excluded from this Release are any claims that cannot be waived by law, including claims arising after this Release is executed. Alfonso further does not waive or release the right to enforce the terms of this Release.

3. **Waiver of Any Relief That May Be Awarded.** Alfonso waives, relinquishes, refuses and agrees not to seek or accept any relief of whatsoever kind that may be awarded to her or on her behalf by any state or federal agencies (including any state or federal anti-discrimination agencies or any state or federal labor departments) or any court in connection with Alfonso's employment with any of The Released Parties or the termination of her employment, including but not limited to reinstatement, back pay, front pay, lost benefits, pain and suffering, emotional distress damages, compensatory or punitive damages, or attorney's fees. Alfonso agrees to file such affidavits, motions, or give such testimony as may be necessary to accomplish the waiver, refusal, and relinquishment of any such relief. If Alfonso is awarded any such relief as a result of the order of any court or administrative agency, Alfonso agrees to release and hold harmless The Released Parties from any obligation to provide such relief so ordered to her and warrants not to seek compliance with any such order. Alfonso further agrees to return to The Released Parties any such relief provided to any of them. Nothing in this paragraph shall apply to any award of damages as provided in the Agreement. In other words, nothing in this

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paragraph shall preclude Alfonso from receiving a settlement amount in connection with the settlement of the Action.

4. **No Compensation/Benefits Owed/No Attorneys' Fees or Costs Due.** Alfonso agrees that she has been paid and/or has received all leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or other employment benefits to which she may have otherwise been entitled from any of The Released Parties under the Fair Labor Standards Act and/or any other applicable wage and hour laws and/or any applicable policies or plans of any of The Released Parties as of the date they sign this Release of All Claims, except as otherwise provided in the Agreement. Alfonso further affirms that, after receipt of any settlement payment called for in the Agreement, she has been paid and/or has received all forms of monies and benefits due to her for work performed as of the date she signs this Release of All Claims and that no other leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or benefits are due to her from any of The Released Parties, except as otherwise provided in the Agreement. Alfonso further understands and agrees that any attorneys' fees and costs have been adequately addressed in the Agreement and will be subject to review and adjustment by the Judge presiding over the Action—and, further, that she may not assert any right to additional attorneys' fees and costs in connection with this Release.

5. **Medicare Reporting Requirements.**

a. Definitions: (1) "CMS" means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, 4 or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor ("MSPRC"). (2) "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations. (3) "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA". (4) "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b). (5) "Released Matter" means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.

b. Notwithstanding any other provision of this Agreement or any prior confidentiality agreement between or among any of the Parties: (a) the Released Parties may disclose information relating to this Agreement, and any information provided by Alfonso or her attorneys, to the Released Parties' accountants, auditors, insurers and reinsurers and to government agencies as required by law; and (b) more specifically, the Released Parties may disclose such information for purposes of complying with any reporting and/or reimbursement obligations under the MSP Statute and MMSEA, or responding to any claim, demand, or audit asserting any reporting violations, penalties, or reimbursement liabilities thereunder, including but not limited to the disclosure of such information to the Department of Health and Human Services and/or CMS and any agents, representatives, or contractors of the Released Parties for such purposes. To the extent the permission of any court or government agency or a modification of any confidentiality order or protective order is needed to implement the purposes of this provision, each Party agrees to cooperate in seeking such permission or modification. Alfonso has relied upon the advice of

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Plaintiffs' Counsel with respect to all aspects of this Agreement, including but not limited to the terms of and obligations arising under MMSEA, the MSP Statute, and CMS regulations and guidance with respect to the reimbursement of Medicare for Conditional Payments. It is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for Conditional Payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

c. Alfonso represents and warrants that the information that appears in the Attachment 1 to this Agreement, including Alfonso's names, gender, dates of birth, and Social Security Numbers or Medicare Health Insurance Claim Numbers, and which is incorporated by reference as a part of this Agreement, is complete, accurate, and current as of the date of this Agreement. See Attachment 1 to Agreement.

d. Alfonso agrees to provide any and all additional information requested by the Released Parties as may be needed to determine or confirm Alfonso's Medicare eligibility and enrollment status with CMS and to meet the Released Parties' reporting and reimbursement obligations (if any, including those that may arise after execution of this Agreement) under MMSEA Section 111, the MSP Statute and regulations, and CMS guidance, or to respond to any claim or demand asserting reporting violations, penalties, or reimbursement liabilities thereunder, within 5 days of such a request by the Released Parties. Such information may include, but is not limited to: information regarding any Released Matter; correspondence with CMS, the COBC, and/or the MSPRC related to the coordination of benefits (COB) for the medical services or items received by Plaintiffs and related to the releases herein, including COB questionnaires and responses thereto, Rights and Responsibilities Brochures, Rights and Responsibilities Letters, Conditional Payment Letters, Conditional Payment Notices, Payment Summary Forms, Demand/Recovery Letters, Final Settlement Detail Documents, Relatedness Letters, Notices of Medicare Involvement, Intent to Refer Letters, and any related correspondence; and any other information

e. Alfonso affirms that as of the date she signed this Agreement, she is not currently a Medicare beneficiary and that she has not received any Medicare benefits for medical services or items related to, arising from, or in connection with any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein. Whether or not the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this Agreement, Alfonso agrees to (i) indemnify, defend and hold the Defendant harmless from any action by CMS relating to medical expenses of Alfonso, including full satisfaction by Alfonso of any lien(s) asserted by CMS; (ii) reasonably cooperate with the Defendant upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, including completion of the Medicare Information Authorization Form (Attachment A to this Agreement); and (iii) waive any and all future actions against the Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

5. **No Admission of Wrongdoing.** Neither the negotiation nor the signing of this Release constitutes an acknowledgment or admission that any of The Released Parties has violated or failed to comply with any law or regulation with respect to Alfonso's employment

with any of The Released Parties or separation of employment therefrom. The Released Parties further specifically deny that they violated any of Alfonso's rights in connection with her employment or separation from employment with any of The Released Parties. The Released Parties further specifically deny that they engaged in any of the wrongdoing alleged by Alfonso in the Action.

6. **Adequate Consideration\Binding Agreement.** The Parties agree that the relief and the service awards provided in the Agreement constitute adequate consideration for the benefits described in this Release. This Release shall be final and binding. The Parties agree not to challenge the enforceability, legality, or final and binding nature of this Release in any court of other forum. This Release shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, estates, legal representatives, successors and assigns of the Parties to this Action.

7. **No Waiver.** No failure by any of the Parties to insist upon strict compliance with any term of this Release, to exercise any option, enforce any right, or seek any remedy upon any default of the other shall affect, or constitute a waiver of, the first Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Release shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Release.

8. **Entire Agreement.** This Release and the Agreement constitute and contain the complete agreement and final understanding between the Parties with respect to Alfonso's employment with any of The Released Parties and separation therefrom, and the other subject matters addressed herein between the Parties. This Release and the Agreement supersede any and all prior agreements or understandings, oral or written, between the parties with respect to the issues addressed in this Release and the Agreement and specifically to any matters relating to the employment and separation from employment of Alfonso, except as otherwise stated in the preceding sentence. This Release and the Agreement constitute a fully integrated agreement. This Release may only be modified by a written amendment duly signed by the Parties.

9. **Governing Law/Jurisdiction.** This Release shall be interpreted in accordance with the laws of the State of Connecticut. Each Party hereby agrees to submit to the jurisdiction of the Connecticut courts with respect to any civil action permitted under this Release.

10. **Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for purposes of binding the Parties to this Release.

11. **Headings.** The headings in the Release are inserted for convenience only and are not intended to describe, interpret, define, expand or limit the scope, extent or intent of the Release or any provision hereof.

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12. **Interpretation.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this Release.

13. **Severability/Construction.** If a court of competent jurisdiction finds that any provision of this Release is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Release, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Release is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

14. **Reasonable Period of Review.** Alfons is hereby advised to consult with her attorneys prior to executing this Release. Alfonso acknowledges that she has been given a period of at least twenty-one (21) days within which to consider this Release and that she has been advised to consult with her attorneys prior to signing this Release. Alfonso acknowledges that she was advised that she could take twenty-one (21) days to consider whether or not to execute this Release and that she voluntarily and knowingly decided to execute this Release on the date indicated below their signatures. The parties agree that any changes to this Release and the Agreement will not restart the running of the 21-day period.

15. **Revocation Period.** Alfonso understands that she has seven (7) days following the signing of this Release to revoke it by delivering written notice of revocation within those seven (7) days to Joseph W. McQuade, Esq., Kainen, Escalera & McHale, 21 Oak Street, Hartford, CT 06106. Alfonso understands that, should she timely revoke this Release as provided in this paragraph, the Release will not be effective and shall be null and void, and the Released Parties will have no obligation to make the payments of service awards to Alfonso as described in the Agreement.

16. **Effective Date.** This Release shall be effective on the eighth day after Alfonso has signed the Release and the seven (7) day revocation period has passed without revocation.

17. **Voluntariness.** Alfonso acknowledges that she has thoroughly reviewed this Release, understands its terms, has had sufficient opportunity to consider its terms and obtain legal advice and counsel about all aspects of this Release and the Agreement prior to signing such documents. Alfonso represents that she is entering into this Release and the Agreement of her own free will and voluntarily accepts and agrees to the terms contained in this Release. Alfonso represents that she is not entering into this Release by fraud, accident, mistake, or under duress. **Alfonso fully understands that this Release constitutes a waiver of all rights available under federal, state and municipal constitutions, statutes, charters, ordinances, regulations or laws with regard to any matter against any of The Released Parties except as otherwise state herein.**

IN WITNESS WHEREOF, the undersigned has duly executed this Release.

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**FOR SUZANNE ALFONSO:**

Ms. Alfonso's Signature:  \_\_\_\_\_

Printed Name: Suzanne Alfonso Date: 2/25/2026

**RELEASE OF ALL CLAIMS BY NAMED PLAINTIFF SLATER**

WHEREAS, Suzanne Alfonso (“*Alfonso*”), Stephen Slater (“*Slater*”), Joshua Adkins (“*Adkins*”), and Robert Duquette (“*Duquette*”) (collectively “*Plaintiffs*”), are the Named Plaintiffs in a class-action lawsuit asserted against Federal Express Corporation, successor by merger to Defendant FedEx Ground Package System, Inc. (“*FedEx*” or “*Defendant*”) (Plaintiff and Defendants together, the “*Parties*” and each a “*Party*”) filed in the United States District Court for the District of Connecticut captioned *Suzanne Alfonso, et al. v. FedEx Ground Package System, Inc.*, Civil Case No. 3:21-cv-01644 (SVN) (the “*Action*”); and

WHEREAS, the Parties on behalf of themselves and all eligible class members have reached agreement on a class-wide settlement that will need to be approved by the Court (the “*Agreement*”); and

WHEREAS, the Agreement calls for the Plaintiffs to receive service awards of \$12,500.00 each in exchange for a Release of All Claims;

THEREFORE, the Parties agree as follows:

1. **Release and Waiver of All Claims by Each of the Named Plaintiffs.** Except as otherwise provided herein, Slater agrees that by this Release of All Claims by Named Plaintiffs (“*Release*”), he does, for himself, his heirs, executors, administrators, assigns and anyone claiming for or through him, waives, releases, gives up and forever discharges FedEx and its past, present and future parents, predecessors, successors, subsidiaries, affiliates, sister and other related companies and businesses, members, officers, directors, shareholders, managers, principals, employees, servants, fiduciaries, trustees, employee benefit plan administrators, insurers, third party administrators, attorneys, and assigns (hereafter collectively referred to as the “*The Released Parties*”) of and from any and all liability from any lawsuits, complaints, claims, demands or charges of any nature whatsoever existing from the beginning of time up to the effective date of this Release, whether known or unknown, whether in law or in equity, arising under federal, state or municipal constitutions, statutes, charters, ordinances, regulations or common law, including but not limited to any claims that arise out of or relate to Slater’s employment with any of The Released Parties or separation from employment with any of The Released Parties pursuant to: all applicable state and federal employment discrimination statutes; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Pregnancy Discrimination Act; the Immigration Nationality Act; the Genetic Information Non-Discrimination Act; 42 U.S.C. § 1981; 42 U.S.C. § 1983; 42 U.S.C. § 1988; the Equal Pay Act; the Federal Family and Medical Leave Act; the Employment Retirement Income Security Act; the Sarbanes-Oxley Act; the Health Insurance Portability and Accountability Act; the Fair Labor Standards Act (FLSA), the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60 *et. seq.*; the Connecticut Free Speech Act, Conn. Gen. Stat. § 31-51q; the Connecticut Whistleblower Act, Conn. Gen. Stat. § 31-51m; the Connecticut Wage and Hour Laws, Conn. Gen. Stat. § 31-58 *et. seq.*; the Connecticut Family and Medical Leave Act, Conn. Gen. Stat. § 31-51kk *et. seq.*; the Connecticut Paid Sick Leave Act, Conn. Gen. Stat. § 31-57r;

claims for wrongful discharge or retaliation or discrimination under Section 31-290a of the Connecticut Workers Compensation Act; Conn. Gen. Stat. § 19a-532 and any and all other laws applicable to employers; all applicable state or federal laws providing protections for whistleblowing and free speech activities; all applicable state and federal laws regarding claims for unpaid wages, benefits and/or other compensation; and any and all other claims of whatsoever kind, whether in contract, express or implied, or in tort, including but not limited to: breach of the covenant of good faith and fair dealing, breach of contract, detrimental reliance, misrepresentation, promissory estoppel, the tortious or wrongful or retaliatory discharge from employment, breach of public policy, defamation, tortious interference with contractual relations, the intentional or negligent infliction of emotional or mental distress, claims of whatsoever kind relating to stock, stock options or performance units, claims for employment benefits, including any and all claims for unpaid bonuses, vacation days, personal days, or paid time off days, claims related to the benefit plans of any of The Released Parties, and claims for attorney's fees and costs.

Slater agrees that by signing this Release, he, for himself, his heirs, executors, administrators, assigns and anyone claiming for or through him, waives, releases, promises and agrees not to bring or pursue any judicial, quasi-judicial or administrative action or complaint of whatsoever kind, in law or equity, against any of The Released Parties, which Slater now has or has ever had, or which Slater's heirs, executors, administrators, or assigns, hereafter shall or may have against any of The Released Parties, for, upon or by reason of any matter, cause or claim of whatsoever kind, existing on or prior to the effective date of this Release that arise out of or relate to Slater's employment or separation from employment with any of The Released Parties, including, but not limited to, actions involving those statutes, regulations or principles of common law set forth above.

2. **Claims Not Waived or Released.** Excluded from this Release are any claims that cannot be waived by law, including claims arising after this Release is executed. Slater further does not waive or release the right to enforce the terms of this Release.

3. **Waiver of Any Relief That May Be Awarded.** Slater waives, relinquishes, refuses and agrees not to seek or accept any relief of whatsoever kind that may be awarded to him or on his behalf by any state or federal agencies (including any state or federal anti-discrimination agencies or any state or federal labor departments) or any court in connection with Slater's employment with any of The Released Parties or the termination of his employment, including but not limited to reinstatement, back pay, front pay, lost benefits, pain and suffering, emotional distress damages, compensatory or punitive damages, or attorney's fees. Slater agrees to file such affidavits, motions, or give such testimony as may be necessary to accomplish the waiver, refusal, and relinquishment of any such relief. If Slater is awarded any such relief as a result of the order of any court or administrative agency, Slater agrees to release and hold harmless The Released Parties from any obligation to provide such relief so ordered to him and warrants not to seek compliance with any such order. Slater further agrees to return to The Released Parties any such relief provided to any of them. Nothing in this paragraph shall apply to any award of damages as provided in the Agreement. In other words, nothing in this paragraph shall preclude Slater from receiving a settlement amount in connection with the settlement of the Action.

4. **No Compensation/Benefits Owed/No Attorneys' Fees or Costs Due.** Slater agrees that he has been paid and/or has received all leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or other employment benefits to which he may have otherwise been entitled from any of The Released Parties under the Fair Labor Standards Act and/or any other applicable wage and hour laws and/or any applicable policies or plans of any of The Released Parties as of the date they sign this Release of All Claims, except as otherwise provided in the Agreement. Slater further affirms that, after receipt of any settlement payment called for in the Agreement, he has been paid and/or has received all forms of monies and benefits due to him for work performed as of the date he signs this Release of All Claims and that no other leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or benefits are due to him from any of The Released Parties, except as otherwise provided in the Agreement. Slater further understands and agrees that any attorneys' fees and costs have been adequately addressed in the Agreement and will be subject to review and adjustment by the Judge presiding over the Action—and, further, that he may not assert any right to additional attorneys' fees and costs in connection with this Release.

5. **Medicare Reporting Requirements.**

a. Definitions: (1) "CMS" means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, 4 or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor ("MSPRC"). (2) "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations. (3) "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA". (4) "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b). (5) "Released Matter" means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.

b. Notwithstanding any other provision of this Agreement or any prior confidentiality agreement between or among any of the Parties: (a) the Released Parties may disclose information relating to this Agreement, and any information provided by Slater or his attorneys, to the Released Parties' accountants, auditors, insurers and reinsurers and to government agencies as required by law; and (b) more specifically, the Released Parties may disclose such information for purposes of complying with any reporting and/or reimbursement obligations under the MSP Statute and MMSEA, or responding to any claim, demand, or audit asserting any reporting violations, penalties, or reimbursement liabilities thereunder, including but not limited to the disclosure of such information to the Department of Health and Human Services and/or CMS and any agents, representatives, or contractors of the Released Parties for such purposes. To the extent the permission of any court or government agency or a modification of any confidentiality order or protective order is needed to implement the purposes of this provision, each Party agrees to cooperate in seeking such permission or modification. Slater has relied upon the advice of Plaintiffs' Counsel with respect to all aspects of this Agreement, including but not limited to the terms of and obligations arising under MMSEA, the MSP Statute, and CMS regulations and guidance with respect to the reimbursement of Medicare for Conditional Payments. It is

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understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for Conditional Payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

c. Slater represents and warrants that the information that appears in the Attachment 1 to this Agreement, including Slater's names, gender, dates of birth, and Social Security Numbers or Medicare Health Insurance Claim Numbers, and which is incorporated by reference as a part of this Agreement, is complete, accurate, and current as of the date of this Agreement. See Attachment 1 to Agreement.

d. Slater agrees to provide any and all additional information requested by the Released Parties as may be needed to determine or confirm Slater's Medicare eligibility and enrollment status with CMS and to meet the Released Parties' reporting and reimbursement obligations (if any, including those that may arise after execution of this Agreement) under MMSEA Section 111, the MSP Statute and regulations, and CMS guidance, or to respond to any claim or demand asserting reporting violations, penalties, or reimbursement liabilities thereunder, within 5 days of such a request by the Released Parties. Such information may include, but is not limited to: information regarding any Released Matter; correspondence with CMS, the COBC, and/or the MSPRC related to the coordination of benefits (COB) for the medical services or items received by Plaintiffs and related to the releases herein, including COB questionnaires and responses thereto, Rights and Responsibilities Brochures, Rights and Responsibilities Letters, Conditional Payment Letters, Conditional Payment Notices, Payment Summary Forms, Demand/Recovery Letters, Final Settlement Detail Documents, Relatedness Letters, Notices of Medicare Involvement, Intent to Refer Letters, and any related correspondence; and any other information

e. Slater affirms that as of the date he signed this Agreement, he is not currently a Medicare beneficiary and that he has not received any Medicare benefits for medical services or items related to, arising from, or in connection with any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein. Whether or not the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this Agreement, Slater agrees to (i) indemnify, defend and hold the Defendant harmless from any action by CMS relating to medical expenses of Slater, including full satisfaction by Slater of any lien(s) asserted by CMS; (ii) reasonably cooperate with the Defendant upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, including completion of the Medicare Information Authorization Form (Attachment A to this Agreement); and (iii) waive any and all future actions against the Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

5. **No Admission of Wrongdoing.** Neither the negotiation nor the signing of this Release constitutes an acknowledgment or admission that any of The Released Parties has violated or failed to comply with any law or regulation with respect to Slater's employment with any of The Released Parties or separation of employment therefrom. The Released Parties further specifically deny that they violated any of Slater's rights in connection with his employment or

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separation from employment with any of The Released Parties. The Released Parties further specifically deny that they engaged in any of the wrongdoing alleged by Slater in the Action.

6. **Adequate Consideration/Binding Agreement.** The Parties agree that the relief and the service awards provided in the Agreement constitute adequate consideration for the benefits described in this Release. This Release shall be final and binding. The Parties agree not to challenge the enforceability, legality, or final and binding nature of this Release in any court of other forum. This Release shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, estates, legal representatives, successors and assigns of the Parties to this Action.

7. **No Waiver.** No failure by any of the Parties to insist upon strict compliance with any term of this Release, to exercise any option, enforce any right, or seek any remedy upon any default of the other shall affect, or constitute a waiver of, the first Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Release shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Release.

8. **Entire Agreement.** This Release and the Agreement constitute and contain the complete agreement and final understanding between the Parties with respect to Slater's employment with any of The Released Parties and separation therefrom, and the other subject matters addressed herein between the Parties. This Release and the Agreement supersede any and all prior agreements or understandings, oral or written, between the parties with respect to the issues addressed in this Release and the Agreement and specifically to any matters relating to the employment and separation from employment of Slater, except as otherwise stated in the preceding sentence. This Release and the Agreement constitute a fully integrated agreement. This Release may only be modified by a written amendment duly signed by the Parties.

9. **Governing Law/Jurisdiction.** This Release shall be interpreted in accordance with the laws of the State of Connecticut. Each Party hereby agrees to submit to the jurisdiction of the Connecticut courts with respect to any civil action permitted under this Release.

10. **Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for purposes of binding the Parties to this Release.

11. **Headings.** The headings in the Release are inserted for convenience only and are not intended to describe, interpret, define, expand or limit the scope, extent or intent of the Release or any provision hereof.

12. **Interpretation.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this Release.

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13. **Severability/Construction.** If a court of competent jurisdiction finds that any provision of this Release is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Release, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Release is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

14. **Reasonable Period of Review.** Alfons is hereby advised to consult with his attorneys prior to executing this Release. Slater acknowledges that he has been given a period of at least twenty-one (21) days within which to consider this Release and that he has been advised to consult with his attorneys prior to signing this Release. Slater acknowledges that he was advised that he could take twenty-one (21) days to consider whether or not to execute this Release and that he voluntarily and knowingly decided to execute this Release on the date indicated below their signatures. The parties agree that any changes to this Release and the Agreement will not restart the running of the 21-day period.

15. **Revocation Period.** Slater understands that he has seven (7) days following the signing of this Release to revoke it by delivering written notice of revocation within those seven (7) days to Joseph W. McQuade, Esq., Kainen, Escalera & McHale, 21 Oak Street, Hartford, CT 06106. Slater understands that, should he timely revoke this Release as provided in this paragraph, the Release will not be effective and shall be null and void, and the Released Parties will have no obligation to make the payments of service awards to Slater as described in the Agreement.

16. **Effective Date.** This Release shall be effective on the eighth day after Slater has signed the Release and the seven (7) day revocation period has passed without revocation.

17. **Voluntariness.** Slater acknowledges that he has thoroughly reviewed this Release, understands its terms, has had sufficient opportunity to consider its terms and obtain legal advice and counsel about all aspects of this Release and the Agreement prior to signing such documents. Slater represents that he is entering into this Release and the Agreement of his own free will and voluntarily accepts and agrees to the terms contained in this Release. Slater represents that he is not entering into this Release by fraud, accident, mistake, or under duress. **Slater fully understands that this Release constitutes a waiver of all rights available under federal, state and municipal constitutions, statutes, charters, ordinances, regulations or laws with regard to any matter against any of The Released Parties except as otherwise state herein.**

IN WITNESS WHEREOF, the undersigned has duly executed this Release.

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**FOR STEPHEN SLATER:**

Mr. Slater's Signature: \_\_\_\_\_

DocuSigned by:  
*Stephen Slater*  
A3897784587842B...

Printed Name: \_\_\_\_\_

stephen slater

Date: \_\_\_\_\_

2/25/2026

**RELEASE OF ALL CLAIMS BY NAMED PLAINTIFF ADKINS**

WHEREAS, Suzanne Alfonso (“*Alfonso*”), Stephen Slater (“*Slater*”), Joshua Adkins (“*Adkins*”), and Robert Duquette (“*Duquette*”) (collectively “*Plaintiffs*”), are the Named Plaintiffs in a class-action lawsuit asserted against Federal Express Corporation, successor by merger to Defendant FedEx Ground Package System, Inc. (“*FedEx*” or “*Defendant*”) (Plaintiff and Defendants together, the “*Parties*” and each a “*Party*”) filed in the United States District Court for the District of Connecticut captioned *Suzanne Alfonso, et al. v. FedEx Ground Package System, Inc.*, Civil Case No. 3:21-cv-01644 (SVN) (the “*Action*”); and

WHEREAS, the Parties on behalf of themselves and all eligible class members have reached agreement on a class-wide settlement that will need to be approved by the Court (the “*Agreement*”); and

WHEREAS, the Agreement calls for the Plaintiffs to receive service awards of \$12,500.00 each in exchange for a Release of All Claims;

THEREFORE, the Parties agree as follows:

1. **Release and Waiver of All Claims by Each of the Named Plaintiffs.** Except as otherwise provided herein, Adkins agrees that by this Release of All Claims by Named Plaintiffs (“*Release*”), he does, for himself, his heirs, executors, administrators, assigns and anyone claiming for or through him, waives, releases, gives up and forever discharges FedEx and its past, present and future parents, predecessors, successors, subsidiaries, affiliates, sister and other related companies and businesses, members, officers, directors, shareholders, managers, principals, employees, servants, fiduciaries, trustees, employee benefit plan administrators, insurers, third party administrators, attorneys, and assigns (hereafter collectively referred to as the “*The Released Parties*”) of and from any and all liability from any lawsuits, complaints, claims, demands or charges of any nature whatsoever existing from the beginning of time up to the effective date of this Release, whether known or unknown, whether in law or in equity, arising under federal, state or municipal constitutions, statutes, charters, ordinances, regulations or common law, including but not limited to any claims that arise out of or relate to Adkins’ employment with any of The Released Parties or separation from employment with any of The Released Parties pursuant to: all applicable state and federal employment discrimination statutes; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Pregnancy Discrimination Act; the Immigration Nationality Act; the Genetic Information Non-Discrimination Act; 42 U.S.C. § 1981; 42 U.S.C. § 1983; 42 U.S.C. § 1988; the Equal Pay Act; the Federal Family and Medical Leave Act; the Employment Retirement Income Security Act; the Sarbanes-Oxley Act; the Health Insurance Portability and Accountability Act; the Fair Labor Standards Act (FLSA), the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60 *et. seq.*; the Connecticut Free Speech Act, Conn. Gen. Stat. § 31-51q; the Connecticut Whistleblower Act, Conn. Gen. Stat. § 31-51m; the Connecticut Wage and Hour Laws, Conn. Gen. Stat. § 31-58 *et. seq.*; the Connecticut Family and Medical Leave Act, Conn. Gen. Stat. § 31-51kk *et. seq.*; the Connecticut Paid Sick Leave Act, Conn. Gen. Stat. § 31-57r;

claims for wrongful discharge or retaliation or discrimination under Section 31-290a of the Connecticut Workers Compensation Act; Conn. Gen. Stat. § 19a-532 and any and all other laws applicable to employers; all applicable state or federal laws providing protections for whistleblowing and free speech activities; all applicable state and federal laws regarding claims for unpaid wages, benefits and/or other compensation; and any and all other claims of whatsoever kind, whether in contract, express or implied, or in tort, including but not limited to: breach of the covenant of good faith and fair dealing, breach of contract, detrimental reliance, misrepresentation, promissory estoppel, the tortious or wrongful or retaliatory discharge from employment, breach of public policy, defamation, tortious interference with contractual relations, the intentional or negligent infliction of emotional or mental distress, claims of whatsoever kind relating to stock, stock options or performance units, claims for employment benefits, including any and all claims for unpaid bonuses, vacation days, personal days, or paid time off days, claims related to the benefit plans of any of The Released Parties, and claims for attorney's fees and costs.

Adkins agrees that by signing this Release, he, for himself, his heirs, executors, administrators, assigns and anyone claiming for or through him, waives, releases, promises and agrees not to bring or pursue any judicial, quasi-judicial or administrative action or complaint of whatsoever kind, in law or equity, against any of The Released Parties, which Adkins now has or has ever had, or which Adkins' heirs, executors, administrators, or assigns, hereafter shall or may have against any of The Released Parties, for, upon or by reason of any matter, cause or claim of whatsoever kind, existing on or prior to the effective date of this Release that arise out of or relate to Adkins' employment or separation from employment with any of The Released Parties, including, but not limited to, actions involving those statutes, regulations or principles of common law set forth above.

2. **Claims Not Waived or Released.** Excluded from this Release are any claims that cannot be waived by law, including claims arising after this Release is executed. Adkins further does not waive or release the right to enforce the terms of this Release.

3. **Waiver of Any Relief That May Be Awarded.** Adkins waives, relinquishes, refuses and agrees not to seek or accept any relief of whatsoever kind that may be awarded to him or on his behalf by any state or federal agencies (including any state or federal anti-discrimination agencies or any state or federal labor departments) or any court in connection with Adkins' employment with any of The Released Parties or the termination of his employment, including but not limited to reinstatement, back pay, front pay, lost benefits, pain and suffering, emotional distress damages, compensatory or punitive damages, or attorney's fees. Adkins agrees to file such affidavits, motions, or give such testimony as may be necessary to accomplish the waiver, refusal, and relinquishment of any such relief. If Adkins is awarded any such relief as a result of the order of any court or administrative agency, Adkins agrees to release and hold harmless The Released Parties from any obligation to provide such relief so ordered to him and warrants not to seek compliance with any such order. Adkins further agrees to return to The Released Parties any such relief provided to any of them. Nothing in this paragraph shall apply to any award of damages as provided in the Agreement. In other words, nothing in this paragraph shall preclude Adkins from receiving a settlement amount in connection with the settlement of the Action.

4. **No Compensation/Benefits Owed/No Attorneys' Fees or Costs Due.** Adkins agrees that he has been paid and/or has received all leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or other employment benefits to which he may have otherwise been entitled from any of The Released Parties under the Fair Labor Standards Act and/or any other applicable wage and hour laws and/or any applicable policies or plans of any of The Released Parties as of the date they sign this Release of All Claims, except as otherwise provided in the Agreement. Adkins further affirms that, after receipt of any settlement payment called for in the Agreement, he has been paid and/or has received all forms of monies and benefits due to him for work performed as of the date he signs this Release of All Claims and that no other leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or benefits are due to him from any of The Released Parties, except as otherwise provided in the Agreement. Adkins further understands and agrees that any attorneys' fees and costs have been adequately addressed in the Agreement and will be subject to review and adjustment by the Judge presiding over the Action—and, further, that he may not assert any right to additional attorneys' fees and costs in connection with this Release.

5. **Medicare Reporting Requirements.**

a. Definitions: (1) "CMS" means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, 4 or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor ("MSPRC"). (2) "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations. (3) "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA". (4) "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b). (5) "Released Matter" means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.

b. Notwithstanding any other provision of this Agreement or any prior confidentiality agreement between or among any of the Parties: (a) the Released Parties may disclose information relating to this Agreement, and any information provided by Adkins or his attorneys, to the Released Parties' accountants, auditors, insurers and reinsurers and to government agencies as required by law; and (b) more specifically, the Released Parties may disclose such information for purposes of complying with any reporting and/or reimbursement obligations under the MSP Statute and MMSEA, or responding to any claim, demand, or audit asserting any reporting violations, penalties, or reimbursement liabilities thereunder, including but not limited to the disclosure of such information to the Department of Health and Human Services and/or CMS and any agents, representatives, or contractors of the Released Parties for such purposes. To the extent the permission of any court or government agency or a modification of any confidentiality order or protective order is needed to implement the purposes of this provision, each Party agrees to cooperate in seeking such permission or modification. Adkins has relied upon the advice of Plaintiffs' Counsel with respect to all aspects of this Agreement, including but not limited to the terms of and obligations arising under MMSEA, the MSP Statute, and CMS regulations and guidance with respect to the reimbursement of Medicare for Conditional Payments. It is

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understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for Conditional Payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

c. Adkins represents and warrants that the information that appears in the Attachment 1 to this Agreement, including Adkins' names, gender, dates of birth, and Social Security Numbers or Medicare Health Insurance Claim Numbers, and which is incorporated by reference as a part of this Agreement, is complete, accurate, and current as of the date of this Agreement. See Attachment 1 to Agreement.

d. Adkins agrees to provide any and all additional information requested by the Released Parties as may be needed to determine or confirm Adkins' Medicare eligibility and enrollment status with CMS and to meet the Released Parties' reporting and reimbursement obligations (if any, including those that may arise after execution of this Agreement) under MMSEA Section 111, the MSP Statute and regulations, and CMS guidance, or to respond to any claim or demand asserting reporting violations, penalties, or reimbursement liabilities thereunder, within 5 days of such a request by the Released Parties. Such information may include, but is not limited to: information regarding any Released Matter; correspondence with CMS, the COBC, and/or the MSPRC related to the coordination of benefits (COB) for the medical services or items received by Plaintiffs and related to the releases herein, including COB questionnaires and responses thereto, Rights and Responsibilities Brochures, Rights and Responsibilities Letters, Conditional Payment Letters, Conditional Payment Notices, Payment Summary Forms, Demand/Recovery Letters, Final Settlement Detail Documents, Relatedness Letters, Notices of Medicare Involvement, Intent to Refer Letters, and any related correspondence; and any other information

e. Adkins affirms that as of the date he signed this Agreement, he is not currently a Medicare beneficiary and that he has not received any Medicare benefits for medical services or items related to, arising from, or in connection with any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein. Whether or not the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this Agreement, Adkins agrees to (i) indemnify, defend and hold the Defendant harmless from any action by CMS relating to medical expenses of Adkins, including full satisfaction by Adkins of any lien(s) asserted by CMS; (ii) reasonably cooperate with the Defendant upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, including completion of the Medicare Information Authorization Form (Attachment A to this Agreement); and (iii) waive any and all future actions against the Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

5. **No Admission of Wrongdoing.** Neither the negotiation nor the signing of this Release constitutes an acknowledgment or admission that any of The Released Parties has violated or failed to comply with any law or regulation with respect to Adkins' employment with any of The Released Parties or separation of employment therefrom. The Released Parties further specifically deny that they violated any of Adkins' rights in connection with his employment or

separation from employment with any of The Released Parties. The Released Parties further specifically deny that they engaged in any of the wrongdoing alleged by Adkins in the Action.

6. **Adequate Consideration\Binding Agreement.** The Parties agree that the relief and the service awards provided in the Agreement constitute adequate consideration for the benefits described in this Release. This Release shall be final and binding. The Parties agree not to challenge the enforceability, legality, or final and binding nature of this Release in any court of other forum. This Release shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, estates, legal representatives, successors and assigns of the Parties to this Action.

7. **No Waiver.** No failure by any of the Parties to insist upon strict compliance with any term of this Release, to exercise any option, enforce any right, or seek any remedy upon any default of the other shall affect, or constitute a waiver of, the first Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Release shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Release.

8. **Entire Agreement.** This Release and the Agreement constitute and contain the complete agreement and final understanding between the Parties with respect to Adkins' employment with any of The Released Parties and separation therefrom, and the other subject matters addressed herein between the Parties. This Release and the Agreement supersede any and all prior agreements or understandings, oral or written, between the parties with respect to the issues addressed in this Release and the Agreement and specifically to any matters relating to the employment and separation from employment of Adkins, except as otherwise stated in the preceding sentence. This Release and the Agreement constitute a fully integrated agreement. This Release may only be modified by a written amendment duly signed by the Parties.

9. **Governing Law/Jurisdiction.** This Release shall be interpreted in accordance with the laws of the State of Connecticut. Each Party hereby agrees to submit to the jurisdiction of the Connecticut courts with respect to any civil action permitted under this Release.

10. **Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for purposes of binding the Parties to this Release.

11. **Headings.** The headings in the Release are inserted for convenience only and are not intended to describe, interpret, define, expand or limit the scope, extent or intent of the Release or any provision hereof.

12. **Interpretation.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this Release.

13. **Severability/Construction.** If a court of competent jurisdiction finds that any provision of this Release is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Release, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Release is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

14. **Reasonable Period of Review.** Alfons is hereby advised to consult with his attorneys prior to executing this Release. Adkins acknowledges that he has been given a period of at least twenty-one (21) days within which to consider this Release and that he has been advised to consult with his attorneys prior to signing this Release. Adkins acknowledges that he was advised that he could take twenty-one (21) days to consider whether or not to execute this Release and that he voluntarily and knowingly decided to execute this Release on the date indicated below their signatures. The parties agree that any changes to this Release and the Agreement will not restart the running of the 21-day period.

15. **Revocation Period.** Adkins understands that he has seven (7) days following the signing of this Release to revoke it by delivering written notice of revocation within those seven (7) days to Joseph W. McQuade, Esq., Kainen, Escalera & McHale, 21 Oak Street, Hartford, CT 06106. Adkins understands that, should he timely revoke this Release as provided in this paragraph, the Release will not be effective and shall be null and void, and the Released Parties will have no obligation to make the payments of service awards to Adkins as described in the Agreement.

16. **Effective Date.** This Release shall be effective on the eighth day after Adkins has signed the Release and the seven (7) day revocation period has passed without revocation.

17. **Voluntariness.** Adkins acknowledges that he has thoroughly reviewed this Release, understands its terms, has had sufficient opportunity to consider its terms and obtain legal advice and counsel about all aspects of this Release and the Agreement prior to signing such documents. Adkins represents that he is entering into this Release and the Agreement of his own free will and voluntarily accepts and agrees to the terms contained in this Release. Adkins represents that he is not entering into this Release by fraud, accident, mistake, or under duress. **Adkins fully understands that this Release constitutes a waiver of all rights available under federal, state and municipal constitutions, statutes, charters, ordinances, regulations or laws with regard to any matter against any of The Released Parties except as otherwise state herein.**

IN WITNESS WHEREOF, the undersigned has duly executed this Release.

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**FOR JOSHUA ADKINS:**

Mr. Adkins's Signature:  Signed by: *Joshua Adkins*  
E7F78F680E18410...

Printed Name: Joshua Adkins Date: 3/3/2026

**RELEASE OF ALL CLAIMS BY NAMED PLAINTIFF DUQUETTE**

WHEREAS, Suzanne Alfonso (“*Alfonso*”), Stephen Slater (“*Slater*”), Joshua Adkins (“*Adkins*”), and Robert Duquette (“*Duquette*”) (collectively “*Plaintiffs*”), are the Named Plaintiffs in a class-action lawsuit asserted against Federal Express Corporation, successor by merger to Defendant FedEx Ground Package System, Inc. (“*FedEx*” or “*Defendant*”) (Plaintiff and Defendants together, the “*Parties*” and each a “*Party*”) filed in the United States District Court for the District of Connecticut captioned *Suzanne Alfonso, et al. v. FedEx Ground Package System, Inc.*, Civil Case No. 3:21-cv-01644 (SVN) (the “*Action*”); and

WHEREAS, the Parties on behalf of themselves and all eligible class members have reached agreement on a class-wide settlement that will need to be approved by the Court (the “*Agreement*”); and

WHEREAS, the Agreement calls for the Plaintiffs to receive service awards of \$12,500.00 each in exchange for a Release of All Claims;

THEREFORE, the Parties agree as follows:

1. **Release and Waiver of All Claims by Each of the Named Plaintiffs.** Except as otherwise provided herein, Duquette agrees that by this Release of All Claims by Named Plaintiffs (“*Release*”), he does, for himself, his heirs, executors, administrators, assigns and anyone claiming for or through him, waives, releases, gives up and forever discharges FedEx and its past, present and future parents, predecessors, successors, subsidiaries, affiliates, sister and other related companies and businesses, members, officers, directors, shareholders, managers, principals, employees, servants, fiduciaries, trustees, employee benefit plan administrators, insurers, third party administrators, attorneys, and assigns (hereafter collectively referred to as the “*The Released Parties*”) of and from any and all liability from any lawsuits, complaints, claims, demands or charges of any nature whatsoever existing from the beginning of time up to the effective date of this Release, whether known or unknown, whether in law or in equity, arising under federal, state or municipal constitutions, statutes, charters, ordinances, regulations or common law, including but not limited to any claims that arise out of or relate to Duquette’s employment with any of The Released Parties or separation from employment with any of The Released Parties pursuant to: all applicable state and federal employment discrimination statutes; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Pregnancy Discrimination Act; the Immigration Nationality Act; the Genetic Information Non-Discrimination Act; 42 U.S.C. § 1981; 42 U.S.C. § 1983; 42 U.S.C. § 1988; the Equal Pay Act; the Federal Family and Medical Leave Act; the Employment Retirement Income Security Act; the Sarbanes-Oxley Act; the Health Insurance Portability and Accountability Act; the Fair Labor Standards Act (FLSA), the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60 *et. seq.*; the Connecticut Free Speech Act, Conn. Gen. Stat. § 31-51q; the Connecticut Whistleblower Act, Conn. Gen. Stat. § 31-51m; the Connecticut Wage and Hour Laws, Conn. Gen. Stat. § 31-58 *et. seq.*; the Connecticut Family and Medical Leave Act, Conn. Gen. Stat. § 31-51kk *et. seq.*; the Connecticut Paid Sick Leave Act, Conn. Gen. Stat. § 31-57r;

claims for wrongful discharge or retaliation or discrimination under Section 31-290a of the Connecticut Workers Compensation Act; Conn. Gen. Stat. § 19a-532 and any and all other laws applicable to employers; all applicable state or federal laws providing protections for whistleblowing and free speech activities; all applicable state and federal laws regarding claims for unpaid wages, benefits and/or other compensation; and any and all other claims of whatsoever kind, whether in contract, express or implied, or in tort, including but not limited to: breach of the covenant of good faith and fair dealing, breach of contract, detrimental reliance, misrepresentation, promissory estoppel, the tortious or wrongful or retaliatory discharge from employment, breach of public policy, defamation, tortious interference with contractual relations, the intentional or negligent infliction of emotional or mental distress, claims of whatsoever kind relating to stock, stock options or performance units, claims for employment benefits, including any and all claims for unpaid bonuses, vacation days, personal days, or paid time off days, claims related to the benefit plans of any of The Released Parties, and claims for attorney's fees and costs.

Duquette agrees that by signing this Release, he, for himself, his heirs, executors, administrators, assigns and anyone claiming for or through him, waives, releases, promises and agrees not to bring or pursue any judicial, quasi-judicial or administrative action or complaint of whatsoever kind, in law or equity, against any of The Released Parties, which Duquette now has or has ever had, or which Duquette's heirs, executors, administrators, or assigns, hereafter shall or may have against any of The Released Parties, for, upon or by reason of any matter, cause or claim of whatsoever kind, existing on or prior to the effective date of this Release that arise out of or relate to Duquette's employment or separation from employment with any of The Released Parties, including, but not limited to, actions involving those statutes, regulations or principles of common law set forth above.

2. **Claims Not Waived or Released.** Excluded from this Release are any claims that cannot be waived by law, including claims arising after this Release is executed. Duquette further does not waive or release the right to enforce the terms of this Release.

3. **Waiver of Any Relief That May Be Awarded.** Duquette waives, relinquishes, refuses and agrees not to seek or accept any relief of whatsoever kind that may be awarded to him or on his behalf by any state or federal agencies (including any state or federal anti-discrimination agencies or any state or federal labor departments) or any court in connection with Duquette's employment with any of The Released Parties or the termination of his employment, including but not limited to reinstatement, back pay, front pay, lost benefits, pain and suffering, emotional distress damages, compensatory or punitive damages, or attorney's fees. Duquette agrees to file such affidavits, motions, or give such testimony as may be necessary to accomplish the waiver, refusal, and relinquishment of any such relief. If Duquette is awarded any such relief as a result of the order of any court or administrative agency, Duquette agrees to release and hold harmless The Released Parties from any obligation to provide such relief so ordered to him and warrants not to seek compliance with any such order. Duquette further agrees to return to The Released Parties any such relief provided to any of them. Nothing in this paragraph shall apply to any award of damages as provided in the Agreement. In other words, nothing in this paragraph shall preclude Duquette from receiving a settlement amount in connection with the settlement of the Action.

4. **No Compensation/Benefits Owed/No Attorneys' Fees or Costs Due.** Duquette agrees that he has been paid and/or has received all leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or other employment benefits to which he may have otherwise been entitled from any of The Released Parties under the Fair Labor Standards Act and/or any other applicable wage and hour laws and/or any applicable policies or plans of any of The Released Parties as of the date they sign this Release of All Claims, except as otherwise provided in the Agreement. Duquette further affirms that, after receipt of any settlement payment called for in the Agreement, he has been paid and/or has received all forms of monies and benefits due to him for work performed as of the date he signs this Release of All Claims and that no other leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, business expenses and/or benefits are due to him from any of The Released Parties, except as otherwise provided in the Agreement. Duquette further understands and agrees that any attorneys' fees and costs have been adequately addressed in the Agreement and will be subject to review and adjustment by the Judge presiding over the Action—and, further, that he may not assert any right to additional attorneys' fees and costs in connection with this Release.

5. **Medicare Reporting Requirements.**

a. Definitions: (1) "CMS" means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, 4 or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor ("MSPRC"). (2) "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations. (3) "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA". (4) "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b). (5) "Released Matter" means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.

b. Notwithstanding any other provision of this Agreement or any prior confidentiality agreement between or among any of the Parties: (a) the Released Parties may disclose information relating to this Agreement, and any information provided by Duquette or his attorneys, to the Released Parties' accountants, auditors, insurers and reinsurers and to government agencies as required by law; and (b) more specifically, the Released Parties may disclose such information for purposes of complying with any reporting and/or reimbursement obligations under the MSP Statute and MMSEA, or responding to any claim, demand, or audit asserting any reporting violations, penalties, or reimbursement liabilities thereunder, including but not limited to the disclosure of such information to the Department of Health and Human Services and/or CMS and any agents, representatives, or contractors of the Released Parties for such purposes. To the extent the permission of any court or government agency or a modification of any confidentiality order or protective order is needed to implement the purposes of this provision, each Party agrees to cooperate in seeking such permission or modification. Duquette has relied upon the advice of Plaintiffs' Counsel with respect to all aspects of this Agreement, including but not limited to the terms of and obligations arising under MMSEA, the MSP Statute, and CMS regulations and guidance with respect to the reimbursement of Medicare for Conditional Payments. It is

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understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for Conditional Payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

c. Duquette represents and warrants that the information that appears in the Attachment 1 to this Agreement, including Duquette's names, gender, dates of birth, and Social Security Numbers or Medicare Health Insurance Claim Numbers, and which is incorporated by reference as a part of this Agreement, is complete, accurate, and current as of the date of this Agreement. See Attachment 1 to Agreement.

d. Duquette agrees to provide any and all additional information requested by the Released Parties as may be needed to determine or confirm Duquette's Medicare eligibility and enrollment status with CMS and to meet the Released Parties' reporting and reimbursement obligations (if any, including those that may arise after execution of this Agreement) under MMSEA Section 111, the MSP Statute and regulations, and CMS guidance, or to respond to any claim or demand asserting reporting violations, penalties, or reimbursement liabilities thereunder, within 5 days of such a request by the Released Parties. Such information may include, but is not limited to: information regarding any Released Matter; correspondence with CMS, the COBC, and/or the MSPRC related to the coordination of benefits (COB) for the medical services or items received by Plaintiffs and related to the releases herein, including COB questionnaires and responses thereto, Rights and Responsibilities Brochures, Rights and Responsibilities Letters, Conditional Payment Letters, Conditional Payment Notices, Payment Summary Forms, Demand/Recovery Letters, Final Settlement Detail Documents, Relatedness Letters, Notices of Medicare Involvement, Intent to Refer Letters, and any related correspondence; and any other information

e. Duquette affirms that as of the date he signed this Agreement, he is not currently a Medicare beneficiary and that he has not received any Medicare benefits for medical services or items related to, arising from, or in connection with any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein. Whether or not the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this Agreement, Duquette agrees to (i) indemnify, defend and hold the Defendant harmless from any action by CMS relating to medical expenses of Duquette, including full satisfaction by Duquette of any lien(s) asserted by CMS; (ii) reasonably cooperate with the Defendant upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, including completion of the Medicare Information Authorization Form (Attachment A to this Agreement); and (iii) waive any and all future actions against the Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

5. **No Admission of Wrongdoing.** Neither the negotiation nor the signing of this Release constitutes an acknowledgment or admission that any of The Released Parties has violated or failed to comply with any law or regulation with respect to Duquette's employment with any of The Released Parties or separation of employment therefrom. The Released Parties further specifically deny that they violated any of Duquette's rights in connection with his employment or separation from employment with any of The Released Parties. The Released

Parties further specifically deny that they engaged in any of the wrongdoing alleged by Duquette in the Action.

6. **Adequate Consideration\Binding Agreement.** The Parties agree that the relief and the service awards provided in the Agreement constitute adequate consideration for the benefits described in this Release. This Release shall be final and binding. The Parties agree not to challenge the enforceability, legality, or final and binding nature of this Release in any court of other forum. This Release shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, estates, legal representatives, successors and assigns of the Parties to this Action.

7. **No Waiver.** No failure by any of the Parties to insist upon strict compliance with any term of this Release, to exercise any option, enforce any right, or seek any remedy upon any default of the other shall affect, or constitute a waiver of, the first Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Release shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Release.

8. **Entire Agreement.** This Release and the Agreement constitute and contain the complete agreement and final understanding between the Parties with respect to Duquette's employment with any of The Released Parties and separation therefrom, and the other subject matters addressed herein between the Parties. This Release and the Agreement supersede any and all prior agreements or understandings, oral or written, between the parties with respect to the issues addressed in this Release and the Agreement and specifically to any matters relating to the employment and separation from employment of Duquette, except as otherwise stated in the preceding sentence. This Release and the Agreement constitute a fully integrated agreement. This Release may only be modified by a written amendment duly signed by the Parties.

9. **Governing Law/Jurisdiction.** This Release shall be interpreted in accordance with the laws of the State of Connecticut. Each Party hereby agrees to submit to the jurisdiction of the Connecticut courts with respect to any civil action permitted under this Release.

10. **Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for purposes of binding the Parties to this Release.

11. **Headings.** The headings in the Release are inserted for convenience only and are not intended to describe, interpret, define, expand or limit the scope, extent or intent of the Release or any provision hereof.

12. **Interpretation.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this Release.

13. **Severability/Construction.** If a court of competent jurisdiction finds that any provision of this Release is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Release, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Release is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

14. **Reasonable Period of Review.** Alfons is hereby advised to consult with his attorneys prior to executing this Release. Duquette acknowledges that he has been given a period of at least twenty-one (21) days within which to consider this Release and that he has been advised to consult with his attorneys prior to signing this Release. Duquette acknowledges that he was advised that he could take twenty-one (21) days to consider whether or not to execute this Release and that he voluntarily and knowingly decided to execute this Release on the date indicated below their signatures. The parties agree that any changes to this Release and the Agreement will not restart the running of the 21-day period.

15. **Revocation Period.** Duquette understands that he has seven (7) days following the signing of this Release to revoke it by delivering written notice of revocation within those seven (7) days to Joseph W. McQuade, Esq., Kainen, Escalera & McHale, 21 Oak Street, Hartford, CT 06106. Duquette understands that, should he timely revoke this Release as provided in this paragraph, the Release will not be effective and shall be null and void, and the Released Parties will have no obligation to make the payments of service awards to Duquette as described in the Agreement.

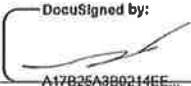
16. **Effective Date.** This Release shall be effective on the eighth day after Duquette has signed the Release and the seven (7) day revocation period has passed without revocation.

17. **Voluntariness.** Duquette acknowledges that he has thoroughly reviewed this Release, understands its terms, has had sufficient opportunity to consider its terms and obtain legal advice and counsel about all aspects of this Release and the Agreement prior to signing such documents. Duquette represents that he is entering into this Release and the Agreement of his own free will and voluntarily accepts and agrees to the terms contained in this Release. Duquette represents that he is not entering into this Release by fraud, accident, mistake, or under duress. **Duquette fully understands that this Release constitutes a waiver of all rights available under federal, state and municipal constitutions, statutes, charters, ordinances, regulations or laws with regard to any matter against any of The Released Parties except as otherwise state herein.**

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IN WITNESS WHEREOF, the undersigned has duly executed this Release.

**FOR ROBERT DUQUETTE:**

Mr. Duquette's Signature:  \_\_\_\_\_  
DocuSigned by:  
A17B25A3B0214EE...

Printed Name: robert duquette jr Date: 2/25/2026

# **EXHIBIT A**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

**Preliminary Estimated Payment<sup>1</sup>**

**TO:** [Class Member Name]

**Estimated Payment:** \$ \_\_\_\_\_

**PLEASE READ THIS NOTICE CAREFULLY.**

You are receiving this Notice because you have been identified as a member of a potential class action lawsuit involving Defendant, FedEx Ground Package System, Inc. (“FedEx” or “Defendant”). Parties to that lawsuit reached a Settlement, and the United States District Court for the District of Connecticut (“Court”), granted Preliminary Approval of that Settlement. As described below, you have the right to (a) participate in the Settlement and receive payment, (b) exclude yourself if your employment with FedEx commenced *after March 09, 2024* or (c) object to the Settlement. Please read this Notice carefully.

**1. Why should I read this Notice?**

This Notice explains your right to participate in the Settlement and to receive a payment. It also explains your right to exclude yourself or object to the Settlement, and the procedure for doing so. The Court has scheduled a Fairness Hearing on \_\_\_\_\_, 2026, at \_\_\_\_\_ : \_\_\_\_\_ . m. At the Fairness Hearing, the Court will consider whether to grant Final Approval of the Settlement. The Fairness Hearing will take place before the Court, located at 450 Main Street, Hartford, Connecticut 06103, before the Hon. Sarala V. Nagala in Courtroom \_\_\_\_\_. The Court’s decision will impact your rights.

**2. What is the lawsuit about?**

In the lawsuit, Plaintiffs Suzanne Alfonso, Robert Duquette, Steven Slater, and Joshua Adkins (“Plaintiffs”) brought this lawsuit on behalf of the following class:

All individuals employed by FedEx in hourly or non-exempt positions in Connecticut at FedEx's Windsor (63/3063), South Windsor (64/3061), Middletown (62), North Haven/Wallingford (66/3068), Stratford (68/3068), West Stratford (3065), North Stratford (59/3059) and Willington (60/61/3060) facilities at any time from August 1, 2018 through the Date of Preliminary Approval of this settlement. Excluded from the settlement are the following categories of hourly workers: Operation Managers in any Stratford location and Operations

<sup>1</sup> This amount may change based upon the fees of the Settlement Administrator, Rust Consulting, Inc. to administer the Settlement and distribution to the Class Members.

Administrators at FedEx's West Stratford warehouse located at 550 Long Beach Blvd, during the time they held such roles.

The Plaintiffs allege that Defendant required them and all the hourly employees in the Class defined above to be on the premises before and after their paid shift to undergo inbound and outbound security screenings and walk to and from the time clocks. Plaintiffs allege that this time was compensable. Defendant denies the claims asserted in this case and asserts that all Class Members were properly compensated.

By reaching a Settlement, the Parties reached an amicable resolution of their dispute, and they avoided the costs associated with further litigation and the potential risk of loss. On [REDACTED], 2026, the Court granted Preliminary Approval of the Settlement of the lawsuit on a class basis, finding that the Settlement Agreement was fair and reasonable. The Court authorized that this Notice be sent to you.

**3. How will the Settlement amount be allocated?**

Defendants agreed to pay a gross Settlement in the amount of Nine Million Five Hundred Thousand Dollars and Zero Cents (\$9,500,000.00). From that Settlement, Six Million Fifty Three Thousand One Hundred and Sixty Four Dollars and Ninety One Cents (\$6,053,164.91) will be allocated among the Class Members<sup>2</sup>. From the Settlement amount, Defendant agreed to pay the Plaintiffs Twelve Thousand Five Hundred Dollars (\$12,500.00) each (subject to Court approval) as a service award for their efforts on behalf of the Class. In addition, Class Counsel anticipates that it will be reimbursed Seventy Nine Thousand Four Hundred Eighty Five Dollars and Nine Cents (\$79,485.09) for out-of-pocket costs and expenses, and a one-third (1/3) contingency fee in the amount of Three Million One Hundred Sixty Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$3,166,350.00), to cover all attorneys' fees. Furthermore, the fees of Settlement Administrator, Rust Consulting Inc., have not yet incurred, will also be paid from the Settlement amount. As a Member of the Class, your estimated individual allocation from the Settlement amount is set forth on the first page of this Notice.<sup>3</sup>

The Parties agree that your individual allocation of the Settlement reflects a fair settlement of the claims in this litigation for unpaid wages. Your Settlement payment will be allocated one-half (1/2) as wage income (subject to payroll and income taxes and withholdings) (the "Wage Portion") and one-half (1/2) as non-wage consideration for statutory penalties, liquidated damages, interest, and other non-wage recovery (the "Non-Wage Portion"). You should consult with your tax professional concerning the proper tax payment for this payment.

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<sup>2</sup> The number of Class Members is subject to change based upon data to be provided by Defendant.

<sup>3</sup> The amount available for distribution to Class Members may vary if the expenses of the Settlement Administrator are more or less than currently estimated.

**4. What are my options?**

**Participate in the Settlement.** If you wish to participate in the Settlement and receive your full payment (i.e., both the Wage and Non-Wage Portions), then you do not need to do anything. If you do nothing and the Court approves the Settlement, then you will receive your Settlement payment and you will be subject to the release described below.

If you participate in the Settlement and the Court grants Final Approval to the Settlement, you will receive your Settlement payment after the Court enters its Final Approval Order. You will have three hundred and sixty (360) days from the date of payment to cash the check. It is your responsibility to keep the current address on file with the Settlement Administrator to ensure receipt of your payment. If it is necessary to update your address, you should call or email the Settlement Administrator or Class Counsel listed below for assistance.

**If you participate in the Settlement and the Court grants Final Approval to the Settlement, you have the option to receive your settlement payment electronically instead of by a paper check. To exercise that option, you must log into the online portal available at XXXX.**

If approved by the Court, the Settlement Agreement provides that you will have released (i.e., you cannot sue or otherwise assert a claim against) the Defendant's Related Persons and Entities (as defined in the Settlement Agreement) from any and all claims under federal, local or Connecticut Wage and Hour laws that could have been asserted in the lawsuit related to the payment of wages with respect to Defendant's security screening processes, and attendant pre-shift and post-shift walking time policies, procedures, and practices, including but not limited to all claims, demands, and causes of action for unpaid wages, penalties, liquidated damages, interest, costs, expenses, and attorneys' fees. Your individual Settlement Check will include release language to this effect.

**Request to be Excluded.** If your employment began on or after *March 09, 2024*, you have the option to exclude yourself from this settlement. If you exercise your option to request exclusion, you will not receive any money from this Settlement.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator at *Alfonso et al. v. FedEx Ground Package System, Inc.*, Settlement Administrator, via First Class United States mail as detailed below.

To be effective, the request must include: (1) your full name; (2) your address and telephone number; (3) a specific statement that you wish to exclude yourself from this Settlement, such as: "I opt out of the Connecticut FedEx wage and hour settlement" or words to that effect; and (4) it must be signed by you. Your exclusion request must postmarked within sixty (60) calendar days of the date of this Notice and must be mailed to the Settlement Administrator identified above.

**Object to the Settlement.** You may object to the Settlement if, for any reason, you believe that the Court should not approve it. The Court will consider your objection at the Fairness Hearing in

deciding whether to approve the Settlement. If you wish to present objections to the proposed Settlement at the Fairness Hearing, you must do so first in writing. To be considered, such statements must be sent to the Settlement Administrator at *Alfonso et al. v. FedEx Ground Package System, Inc.*, Settlement Administrator, via First Class United States mail within sixty (60) days of this mailing. An objector who timely submits a written objection may appear at the Fairness Hearing in person (with or without counsel hired by the objector). Any objection must include (i) the objector's full name, address, and telephone number; (ii) a written statement of all factual and legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based, and (iv) if the objector intends to appear at the Fairness Hearing with or through counsel, the identity of all attorneys representing the objector, as well as identifying all persons who will testify in support of the objection, if any. An objector may withdraw their objections at any time. Any Class Member who does not file a timely written objection or otherwise comply with the foregoing requirements shall be foreclosed from having their objection considered by the Parties or the Court, or seeking any adjudication or review of the Settlement by appeal or otherwise.

**5. Who are the attorneys representing the Class?**

Plaintiffs are represented by the following attorneys, who has been Approved by the Court as Class Counsel:

**Richard E. Hayber, Esq.**  
**Thomas J. Durkin, Esq.**  
**Hayber, McKenna & Dinsmore, LLC**  
**750 Main Street, Suite 904**  
**Hartford, Connecticut 06103**  
**Tel: (860) 522-8888**  
**Fax: (860) 218-9555**  
**Email: [rhayber@hayberlawfirm.com](mailto:rhayber@hayberlawfirm.com)**  
**Email: [tdurkin@hayberlawfirm.com](mailto:tdurkin@hayberlawfirm.com)**

**6. How will the attorneys for the Class be paid?**

Class Counsel has filed a motion with the Court requesting that a one-third (1/3) contingency in the amount of Three Million One Hundred Sixty Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$3,166,350.00), be paid as attorneys' fees and Seventy Nine Thousand Four Hundred Eighty Five Dollars and Nine Cents (\$79,485.09) be paid as costs and expenses from the total Settlement fund of Nine Million Five Hundred Thousand Dollars and Zero Cents

(\$9,500,000.00). These amounts are subject to Court approval and the Court will decide the final amount of attorneys' fees, costs, and expenses to award based on several factors.

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

The Court will hold a Fairness Hearing to decide whether to approve the Settlement. You are permitted to attend the Fairness Hearing, **although you are NOT required or expected to attend in order to receive your individual share of the Settlement.** At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will consider all written objections to the Settlement at that time, and it will hear from any Class Members who object to the Settlement provided they submit written objections in advance, in accordance with the above instructions. The Court has scheduled the Fairness Hearing to take place on **[insert date and time]** in Courtroom **[insert Courtroom Number]**. If the Court changes the date, time, or location of the Fairness Hearing, it will notify the Parties through the Court's electronic case management system, but no further notice will be mailed to Class Members.

**8. Where can I obtain additional information?**

This Notice only provides a summary of the lawsuit and the Settlement. For more information, you may contact Class Counsel (contact information above). You may also inspect the Court files at the Office of the Clerk, United States District Court for the District of Connecticut, located at 450 Main Street, Hartford, Connecticut 06103, during regular Court hours (typically 8:30 a.m. to 4:30 p.m., Monday through Friday), or through the federal court's online service, PACER.

**THIS NOTICE HAS BEEN APPROVED BY THE COURT. PLEASE DO NOT CONTACT THE COURT DIRECTLY.**

# **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

SUZANNE ALFONSO, STEVEN  
SLATER, JOSHUA ADKINS and  
ROBERT DUQUETTE, *individually  
and on behalf of those similarly situated,*

Plaintiffs,

v.

FedEx Ground Package System, Inc.,

Defendant.

Civil Action No. 3:21-cv-01644 (SVN)

MARCH XX, 2026

**ORDER GRANTING PRELIMINARY APPROVAL TO  
CLASS ACTION SETTLEMENT**

Before the Court is the Plaintiffs' Unopposed Motion for Order Granting Preliminary Approval to a F.R.C.P 23 Class Action Settlement and the pertinent materials filed with that motion. Defendant does not oppose Plaintiff's motion. For good cause shown, and as more fully explained below, the motion is GRANTED. The Court ORDERS as follows:

1. On \_\_\_\_\_, 2026, this Court (\_\_\_\_\_, J) granted preliminary approval to the Parties' proposed class action settlement for the following class:

All persons employed by FedEx in hourly or non-exempt positions in Connecticut who clocked in and out to work at any of the Connecticut Facilities during the period August 1, 2018 through the date of preliminary approval of this settlement. Excluded from the settlement are the following categories of hourly workers: Operation Managers in any Stratford location and Operations Administrators at FedEx's West Stratford warehouse located at 550 Long Beach Blvd, during the time they held such roles.

2. The Court designated Plaintiffs Suzanne Alfonso, Joshua Adkins, Stephen Slater, and Robert Duquette as the Class Representatives, and appointed Hayber, McKenna & Dinsmore, LLC, 750 Main Street, Ste. 904, Hartford, CT 06106, as Class Counsel.

3. The Court designates Rust Consulting Inc. as the Settlement Administrator.

4. Preliminary Approval of the Settlement Agreement. The proposed settlement set forth in the Settlement Agreement, upon preliminary review, appears to be fair, reasonable and adequate. The Court therefore grants preliminary approval to the proposed settlement set forth in the Settlement Agreement.

5. The Court preliminarily orders that the Settlement Administrator perform settlement administration and distribution duties in accordance with the provisions of the Settlement Agreement.

6. Fairness Hearing. A Fairness Hearing will be held on \_\_\_\_\_, 202\_\_ at \_\_\_\_: \_\_\_\_ .m. to consider whether to grant final approval of the Settlement Agreement.

7. Notice to the Class. On or before \_\_\_\_\_, 2026, via First Class United States mail, the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing (“Notice”) in the form attached as **Exhibit A** to all Eligible Class Members using each individual’s last known address, as provided by Defendant in accordance with Paragraph VIII of the Settlement Agreement. If a Notice is returned to the Settlement Administrator with a forwarding address, the Notice shall be re-mailed by the Settlement Administrator. If a Notice is returned to the Settlement Administrator without a forwarding address, it shall undertake reasonable efforts (such as skip traces) to search for the correct address and shall promptly re-mail the Settlement Notice to any newly found address(es) in accordance with Paragraph VIII of the Settlement Agreement.

8. Opt-Outs. Eligible Class Members whose employments began on or after March 09, 2026 who wish to retain their individual right to pursue legal action against Defendant may opt-out of the proposed settlement in writing. To be considered, such statements must be sent to the Settlement Administrator via First Class United States mail, and must be postmarked within sixty (60) days of the mailing of the Notice by the Settlement Administrator. To be effective, the request for exclusion must include a written, signed statement to the Settlement Administrator that states that such Eligible Settlement Class Member is opting out of the Settlement, and include his or her name, address, and telephone numbers and statement indicating his or her intention to opt-out such as: “I opt out of the Connecticut FedEx wage and hour settlement” or words to that effect. No other Eligible Class Members may opt out.

9. Objections. Class Members who wish to present objections to the proposed settlement at the Fairness Hearing must do so first in writing. Class Members who object may not also opt out. To be considered, such statements must be sent to the Settlement Administrator via First Class United States mail, and must be postmarked within sixty (60) days of the mailing of the Notice by the Settlement Administrator. Any written Objection must include: (i) the objector’s full name, address, and telephone number; (ii) a written statement of all factual and legal support for such Objection; (iii) copies of any papers, briefs, or other documents upon which the Objection is based; (iv) a statement whether the objector intends to appear at the Fairness Hearing, and (v) if the objector intends to appear at the Fairness Hearing with or through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing and include a list of all persons who will be called to testify in support of the Objection. No Class Member may address the Court at the Fairness Hearing unless he or she has filed a timely objection that complies with these

procedures. The Parties may file with the Court written responses to any filed objections no later than 3 days before the Fairness Hearing.

**10. Stay.** All proceedings in this action, other than such proceedings as may be necessary to carry out the terms and conditions of this Order and the Agreement, are stayed and suspended until further order of the Court, without prejudice to reinstatement to the docket if for any reason the Court does not enter a final order approving the settlement. Pending final approval of the Agreement, the Plaintiffs and the Class Members are barred from commencing, prosecuting, continuing or asserting in any forum, either directly or indirectly, on their own behalf or on behalf of any class or other person, any Released Claims against Defendants or any of the Released Parties.

**11. Terms.** The terms used in this Order shall have the same meaning as they are defined in the Settlement Agreement.

**12. Agreement and Order for Settlement Purposes Only.** It is understood that the Settlement Agreement reflects a compromise of disputed claims. The findings and rulings in this Order are made for the purposes of settlement only. Nothing in the Settlement Agreement or this Order, or in any ancillary documents, actions, statements, or filings made in furtherance of settlement, shall be deemed as admissible or used as evidence of (or as an admission of) liability by Defendant or any of the Released Parties, or of any fault or wrongdoing whatsoever, or as evidence that (or as an admission that) this action may proceed as a class action under F.R.C.P. 23 for any purpose other than settlement.

**13. Nullification.** This Preliminary Approval Order will be null and void and of no force or effect if the Agreement is not finally approved by the Court, or if the Agreement, after

being finally approved by the Court, is invalidated on appeal or terminated pursuant to its own terms.

So ordered.

\_\_\_\_\_  
Hon.

\_\_\_\_\_  
Date

# **EXHIBIT C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

SUZANNE ALFONSO, STEVEN  
SLATER, JOSHUA ADKINS and  
ROBERT DUQUETTE, *individually  
and on behalf of those similarly situated,*

Plaintiffs,

v.

FedEx Ground Package System, Inc.,

Defendant.

Civil Action No. 3:21-cv-01644 (SVN)

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Motion for Final Settlement Approval. For good cause shown, the motion is GRANTED, the agreement is APPROVED, and this Civil Action is DISMISSED WITH PREJUDICE.

1) The Court preliminarily approved the Settlement Agreement by order entered on \_\_\_\_\_ 202\_\_\_. A copy of the Agreement was attached to Plaintiffs' Preliminary Motion for Approval of Settlement Agreement, and is incorporated in this order by reference.

2) Terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

3) On \_\_\_\_\_, 2026, the Court conducted a Fairness Hearing to consider final approval of the Settlement Agreement. The Court has considered all matters submitted to it at the Fairness Hearing, and otherwise, the pleadings on the file, the applicable law, and the record.

4) The Court approves the terms of the Settlement Agreement and finds that it is a reasonable compromise of the claims of the Class Members. The Settlement Agreement is fair, just, reasonable and adequate to, and in the best interest of, the Class Members. The Court finds

that the release of claims given by the Plaintiffs and the Class Members are fair, just, and reasonable. The Settlement Agreement achieves a definite and certain result for the benefit of the Class Members that is preferable to continuing litigation in which the Class Members would necessarily confront substantial risk (including the risk of loss), uncertainty, delay, and cost. This Order constitutes final approval of the terms of the Settlement Agreement, and the Release of Claims by the Named Plaintiffs and the Class Members. The Settlement Agreement is binding on the parties to it and on all Class Members.

5) The Court determines that notice was given as required by the Preliminary Approval Order. The Court finds that the notice given of the proposed settlement was the best practical notice under the circumstances and provided the Class Members with fair and adequate notice of the terms of the Settlement Agreement and the Fairness Hearing, and of their right to object to the settlement. The Court finds the Notice satisfied the requirements of F.R.C.P. 23.

6) The Court finds that the Settlement Agreement: (a) is fair to all parties; (b) reasonably resolves a *bona fide* disagreement between the parties with regard to the merits of the claims of the Named Plaintiffs and Class Members; and (c) demonstrates a good faith intention by the parties that these claims be fully and finally resolved, not subject to appellate review, and not re-litigated in whole or in part at any point in the future. The Court therefore approves the Settlement Agreement, including its release of claims.

7) By operation of the Settlement Agreement and this Final Approval Order, and except as to such rights or claims as may be created by the Settlement Agreement or those non-waivable by law, Plaintiffs and all Class Members are hereby irrevocably and unconditionally deemed to have forever and fully released Defendant and all Released Parties from any and all Released Claims. The Plaintiffs and the Class Members are forever barred from bringing or

presenting any action or proceeding against Defendant or any of the Released Parties that involve or assert any of the Released Claims.

8) The Court grants Plaintiffs' Motion for Attorneys' Fees and Costs in the amount of \$3,166,350.00 in Attorneys' Fees and \$79,485.09. in Costs to be paid from the common fund created by this Settlement Agreement.

9) The Court approves the proposed Service Awards in the amount of \$12,500.00 each to Plaintiffs Suzanne Alfonso, Joshua Adkins, Robert Duquette, and Stephen Slater.

10) The Settlement Agreement will be administered in accordance with its terms, and the Gross Settlement Fund will be distributed in accordance with the terms of the Settlement Agreement.

11) Without affecting the finality of this judgment, the Court reserves jurisdiction over the implementation, administration, and enforcement of this judgment and the Settlement Agreement and all matters ancillary to the same.

12) The Settlement Agreement reflects a compromise of disputed claims. The findings and rulings in this Final Approval Order are made for the purposes of settlement only. Nothing in the Agreement or this Final Approval Order, or in any ancillary documents, actions, statements, or filings made in furtherance of settlement, shall be deemed or admissible or used as evidence of (or as an admission of) liability by Defendant or any of the Released Parties, or of any fault or wrongdoing whatsoever, or as evidence that (or as an admission that) this action may proceed as a class action under F.R.C.P. 23.

13) This Civil Action is DISMISSED WITH PREJUDICE.

So ordered.

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Hon.

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Date