

EXHIBIT A

Notice Packet

NOTICE OF CLASS ACTION SETTLEMENT

Romanov v. Amazon.com Services LLC

United States District Court, Central District of California, Case No. 2:20-cv-02692 SB (KSx)

This Notice was authorized by the Court. This is not a solicitation from a lawyer.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected whether you act or don't act

TO: All individuals employed by Amazon.com Services LLC formerly known as Amazon.com LLC and Amazon.com Services, Inc. (collectively "Defendant") as Delivery Associates in the State of California at any time from January 23, 2016 through August 21, 2021. Excluded from the Class are those who previously released their claims against Defendant ("Class Member(s)").

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
Barcode_134126»

An action filed by Luben Romanov ("Plaintiff") against Defendant has been settled for a total of \$700,000.00. If the Court approves this Settlement, Class Members who do not opt out of this settlement will receive payments based on the number of Pay Periods they were employed during the Class Period, without the need to return a claim form. You are receiving this Notice because based on Defendant's records, you are a Class Member.

A "Pay Period" means any workweek in which a Class Member was employed by Defendant as a Delivery Associate in California during the Class Period.

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING TO RECEIVE A PAYMENT	To receive your Settlement Payment, you do not need to do anything. Your estimated Settlement Payment will be mailed to you automatically after the Court grants final approval of the Settlement. <i>[You must, however, keep a current address on file with the Administrator to receive your check].</i>
UPDATE YOUR ADDRESS	Update your personal information with the Administrator to make sure your Settlement Payment is mailed to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF	If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement (opt out) by submitting a written request for exclusion according to the instructions contained in this Notice. See Paragraph 15. If you exclude yourself, you will not receive a share of the Settlement. This is the only option that allows you to pursue your own claims (in your own lawsuit) against the same Defendant about the legal claims in this case.
OBJECT	You may elect to remain in the Class, but wish to object and tell the Court why you don't like the Settlement. See Paragraph 18. If the Court approves the Settlement despite your objection, you will still be bound by the terms of the Settlement, and a Settlement Payment will be mailed to you. Your objection may be submitted in writing, or you may appear in person at the time of the Final Approval Hearing to comment upon the Settlement.

- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THE RIGHTS AND OPTIONS DESCRIBED IN THIS NOTICE.**
- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because company records of Defendant show you are a Class Member, that is, a person employed by Defendant as a Delivery Associate in California sometime during the period January 23, 2016 through August 21, 2021.

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This Notice explains the litigation, the Settlement, your rights, the payments that are available, who is eligible to receive them, and how to get them.

2. What is this Lawsuit about?

On January 23, 2020, Plaintiff Luben Romanov, on behalf of himself, and all others similarly situated, filed a complaint against Defendant, alleging various violations of the California Labor Code. Defendant removed the case from the Superior Court of California, County of Los Angeles to the United States District Court, Central District of California–Western Division, and is currently pending as Case No. 2:20-cv-02692 SB (KSx) (*the “Action”*).

In this Action, Plaintiff alleged Defendant failed to pay Class Members all wages due for all hours worked, failed to provide legally compliant meal and rest breaks or to pay meal and rest break premiums for noncompliant breaks, failed to reimburse business-related expenses, and based on these violations, derivative claims for failure to provide accurate and itemized wage statements, and for failure to pay all wages due upon separation of employment. On the basis of these allegations, Plaintiff alleged that Defendant violated the California Labor Code and California’s Unfair Competition Law, Business & Professions Code. Based on these Labor Code violations, Plaintiff has claimed entitlement to civil penalties under the California Labor Code Private Attorneys General Act, California Labor Code sections 2698, et seq. (“PAGA”).

Defendant has denied and continues to deny all the claims and contentions alleged in the Action and maintains it has fully complied with the law at all times. The Settlement is not an admission that Defendant did anything wrong or an indication any law was violated, and the Court has not ruled on whether Defendant violated the law.

3. What is a Class Action?

In a class action, a person called a Class Representative (here, Luben Romanov) sues on behalf of themselves and other people who may have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the Class definition is a “Class Member.” One court decides the issues for all Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff Luben Romanov or Defendant. Instead, both sides agreed to a no-fault settlement of the Action (“Settlement”). That way, they avoid the cost of further litigation, including trial, and members of the Class get compensation from the Settlement. Mr. Romanov, who was appointed the Class Representative by the Court, and his attorneys, believe the Settlement is best for all Class Members.

5. Who are the Parties in this Action, and How is the Class Defined?

Plaintiff Luben Romanov was employed by Defendant during a portion of the Class Period. Amazon.com Services LLC formerly known as Amazon.com LLC and Amazon.com Services, Inc., is the Defendant.

For purposes of this Settlement only, the Class is defined as all individuals employed in California by Defendant as Delivery Associates at any time during the period from January 23, 2016 through August 21, 2021. Excluded from the Class are those individuals who previously released their claims against Defendant.

6. Who are the Attorneys for Plaintiff and the Class?

The Court appointed the attorneys shown below as Class Counsel and found they are competent and experienced and will adequately represent the Class. Their addresses:

COHELAN KHOURY & SINGER
Michael Singer/ J. Jason Hill / Diana M. Khoury
605 C Street, Suite 200
San Diego, California 92101
Telephone: (619) 595-3001

THE CARTER LAW FIRM
Roger R. Carter
23 Corporate Plaza Drive, Suite 150
Newport Beach, California 92660
Telephone: (949) 245-7500

7. What is the Settlement Amount?

The proposed Settlement provides for a Gross Settlement Amount of \$700,000 to fully and finally resolve all claims in the Action. From this payment, Class Counsel will apply to the Court for: (1) attorneys' fees not to exceed \$233,333.33; (2) reimbursement of litigation costs estimated at \$12,500; (3) a Class Representative Service Payment of \$10,000 to Plaintiff Luben Romanov for his work and efforts in prosecuting the Action, risks undertaken for the payment of Defendant's fees and costs in the event of an unsuccessful outcome, for the benefits to be paid to all Class Members, and a general release of all claims; (4) Administration expenses not to exceed \$25,000 to Simpluris, Inc., and (5) a payment to the California Labor Workforce and Development Agency, under California Labor Code's Private Attorneys General Act of 2004 ("PAGA") of \$37,500 (75% of \$50,000) to cover the government's share of all applicable civil penalties implicated or raised by the allegations of the Action. (The remaining 25% of the PAGA Payment, \$12,500, will be distributed to all PAGA Members based on the number of Pay Periods employed at any time during the period from November 13, 2018 through August 21, 2021, the "PAGA Period"). The exact amount of attorneys' fees and litigation costs, Class Representative Service Payment, and Administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement, the Net Settlement Amount, is estimated at \$369,166.67. The Net Settlement Amount will be apportioned and paid entirely to all Class Members who do not request to be excluded from the Settlement. **A claim form is not required.** Any portion of the Net Settlement Amount which would otherwise have been paid to Class Members who do request to be excluded from the Settlement will be redistributed to Class Members who participate in the Settlement. In other words, the entire amount of the Net Settlement Amount will be paid to Class Members who do not opt out of the Settlement. No portion of the Net Settlement Amount will revert to Defendant.

8. How will Settlement Payments be Calculated?

Class Members who do not opt out of Settlement will receive their share of the Net Settlement Amount and will be paid pursuant to the formula as follows: (i) First, the Administrator will compute the total number of Pay Periods for all Participating Class Members collectively during the Class Period ("Pay Period Total"); (ii) Second, the Administrator will divide the Net Settlement Amount by the Pay Period Total to determine the settlement value of each eligible Pay Period ("Pay Period Value"); (iii) Third, the Administrator will multiply the number of Pay Periods of a Participating Class Member by the Pay Period Value to determine the Participating Class Member's Individual Class Settlement Payment. The number of Pay Periods will be determined by Defendant's business records.

For PAGA Members, which includes Class Members employed at any time during the period from November 13, 2018 through August 21, 2021, regardless of whether they exclude themselves from the Class Settlement, an additional Individual PAGA Payment will be made. The Individual PAGA Payment is the pro rata share of the \$12,500.00 amount allocated to each PAGA Member from the PAGA Civil Penalty Payment, based on the eligible Pay Periods during the PAGA Period. The Administrator will determine the Individual PAGA Payment by comparing the number of Pay Periods the PAGA Member was employed during the PAGA Period to the total number of Pay Periods all PAGA Members were employed during the PAGA Period.

With an estimated 78,282 Pay Period Total, the Pay Period Value is estimated \$4.72 for each Pay Period employed during the Class Period. One-third (1/3) of this Settlement Payment will be considered payment of unpaid wages for which an IRS Form W-2 will be issued and which is subject to employee payroll and wage withholdings; two-thirds (2/3) of the Settlement payment will be considered payment of penalties and interest, including for the Individual PAGA Payment, for which IRS Forms 1099 will be issued. Participating Class Members and PAGA Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

9. How much will my Settlement Payment be?

Defendant's business and personnel records reflect that you were employed as a non-exempt Delivery Associate sometime during the Class Period, and have «MERGED_ClassPayPeriods» Pay Periods during the Class Period. Defendant's business and personnel records also reflect that you have «MERGED_PAGAPayPeriods» Pay Periods during the PAGA Period. Based on the formula described above, your Settlement Payment is estimated to be \$«MERGED_EstSettAmnt_CALC», and will be mailed to the address on file with the Administrator approximately 45 days after the Court finally approves the Settlement.

The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

10. How can I get my Settlement Payment?

You do not need to do anything to receive your Settlement Payment, except to keep a current mailing address on file with the Administrator. If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you have updated it with the Administrator. It is your responsibility to keep the Administrator informed of any change in your mailing address. A Change of Address form is enclosed with this Notice for your convenience. It is strongly recommended you retain a copy of any completed Change of Address form until you receive your Settlement Payment.

11. What if the number of Pay Periods shown in this Notice is Wrong?

If you believe the number of Pay Periods shown in Paragraph 9 is wrong, send a letter addressed to the *Romanov v. Amazon.com LLC*, c/o Simpluris, P.O. Box 26170, Santa Ana, CA 92799, stating what you believe is correct. Your letter must be postmarked on or before February 8, 2022.

Include any documents or other information which supports what you believe to be the correct number of Pay Periods employed as a Delivery Associate in California during the Class Period. The Administrator will resolve any disputes using Defendant's records and any information you provide. If the Parties disagree with the Administrator's determination, the Court will resolve the issue.

12. When can I expect to receive my Settlement Payment?

If no Class Member objects to the Settlement, and no appeal is sought, and the Court finally approves the Settlement, your Settlement Payment will be mailed to you approximately one month after the Court grants final approval of the Settlement.

13. What am I giving up to get my Settlement Payment?

You will give up or "release" the following claims described below:

Released Claims:

Participating Class Members (those who do not return a request to be excluded from the Settlement) will, as of the date of the Final Approval Order and Judgment becomes Final, fully and finally release the Released Parties (defined as Defendant and any of its former or present direct and/or indirect parents, affiliates, subsidiaries, successors, companies, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, assigns, insurers, investors, predecessors, executors, administrators, beneficiaries, legal representatives, or trustees) from any and all claims and/or causes of action under any state, or federal law that were alleged or that could have been alleged based on the facts asserted in the First Amended Complaint or letters previously submitted by Plaintiff to the LWDA for (1) failure to pay minimum, regular and overtime wages, Labor Code sections 510, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, and IWC Wage Order No. 9-2001; 2) meal period violations, Labor Code sections 218.5, 218.6, 226.7, 512, 558 and 558.1 and IWC Wage Order No. 9-2001; 3) rest period violations, Labor Code sections 226.7, 558.1 and IWC Wage Order No. 9-2001; 4) failure to reimburse business expenses, Labor Code section 2802 and 2804; 5) failure to provide accurate itemized wage statements, Labor Code section 226, 226.3, 1174, 1174.5; 6) waiting time penalties and failure to timely pay wages, Labor Code sections 201-206, 210, 2926, 2927; 7) unfair business practices, Business & Professions Code sections 17200, et seq., and 8) civil penalties under Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698, et seq., for failure to pay all wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and final wages; and any derivative claims under any applicable California Industrial Welfare Commission Wage Order; and any other derivative claims including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The release of these claims shall be effective for the Class Period upon the Effective Date of Settlement. The Released Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside of the Class Period.

Class Members who do not exclude themselves from the Settlement will be considered to have accepted the Released Claims as against the Released Parties, and will be bound by the judgment whether or not they negotiate their Settlement Payment check.

Regardless of whether any Class Member opts out of the Class Settlement, they will still be bound by the PAGA Release and will receive an Individual PAGA Payment if they are also a PAGA Member, which means any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against the Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations pled in the First Amended Complaint or letters previously submitted by Plaintiff to the LWDA. The period of the PAGA Release is the PAGA Period.

14. Will I be Subject to Discipline based on Whether I Participate in the Settlement?

No. California law protects individuals and employees from retaliation based on their decision to participate or to not participate in a class action settlement. Defendant is prohibited by law from retaliating in any way based on your decision to participate or not to participate in the Settlement. Your decision to participate, not participate, or object to this Settlement will not in any manner impact your employment with Defendant or Defendant's treatment of you as a former employee.

EXCLUDING YOURSELF FROM THE SETTLEMENT?

15. How do I get out of this Class Action?

If you wish to pursue your own separate lawsuit against Defendant for the claims alleged in this Action for whatever reason, or if you have already filed your own case against Defendant for the claims alleged in this case, you should exclude yourself from this case (that is, "opt out" of the Settlement). To opt out and exclude yourself from the Settlement, you must submit a timely and written request for exclusion. Your request for exclusion must include (a) the case name and case number; (b) your full name, current address, telephone number, and last four digits of your social security number; and (c) your signature. The request for exclusion should state in substance:

"I wish to be excluded from the case entitled *Romanov vs. Amazon.com Services LLC*, Case No. 2:20-cv-02692 SB (KSx) in the United States District Court, Central District of California. I understand by requesting to be excluded from the Action and Settlement, I will not receive a Settlement Payment described in this Notice."

Your request for exclusion letter must be mailed to the Administrator postmarked no later than **February 8, 2022** in the envelope provided or in a separate envelope addressed to:

Romanov v. Amazon.com Services LLC
c/o Simpluris, Inc.
P. O. Box 26170
Santa Ana, California 92799

If you opt out of the Class, you will not release the Released Claims. However, because there is no right under California law to request exclusion from the claims for PAGA civil penalties, you will still be bound by the PAGA Release and will receive a pro-rata share of the \$12,500.00 amount allocated to each PAGA Member based on the eligible Pay Periods during the PAGA Period (the Individual PAGA Payment).

16. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself from the Action, you give up any right to sue Defendant for the claims raised in this Action and which this Settlement resolves. ***If you have a claim or lawsuit already filed against Defendant, you must speak to your lawyer in that case immediately.*** You may need to opt out of this Action to continue your own lawsuit. Remember, the deadline to postmark a valid request for exclusion is **February 8, 2022**.

17. If I exclude myself from this Action, can I still get a Settlement Payment?

No. If you exclude yourself from the Class Action, you will not receive the Settlement Payment shown in Paragraph 9 above, although if you are eligible as a PAGA Member, you will still receive a pro-rata share of the \$12,500.00 amount allocated to each PAGA Member based on the eligible Pay Periods during the PAGA Period. The Settlement Payment you would have been entitled to receive will be redistributed to Participating Class Members. No portion of the Settlement Payment will go back to Defendant as a result of any person excluding themselves from the Class and this Settlement.

OBJECTING TO THE SETTLEMENT

18. How do I object if I don't think the Settlement is fair?

If you don't think the Settlement is fair, and you do not request to be excluded from the Settlement, you can object to the Settlement and tell the Court why you don't agree with the Settlement or some part of it before the Court decides whether to grant final approval of the Settlement. The Court will consider your views. You must state what your objection(s) are to the Settlement, and include the case name and number: *Romanov v. Amazon.com Services LLC* Class Action, Case No. 2:20-cv-02692 SB (KSx). Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. Mail your written objection to the address listed below, on or before **February 8, 2022**.

You may also appear in person at the time of the Final Approval Hearing to state your objection even though you may not have submitted a written objection.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval hearing in Courtroom 6(C) on the 6th Floor of the United States District Court, Central District of California located at 350 West First Street, Los Angeles, California 90012 at 8:30 p.m., on February 11, 2022. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's Service Payment, and the Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. If you submitted a timely written objection, the Court will consider it. But you are welcome to come at your own expense. You may also hire and pay your own lawyer to attend.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing.

What If I have Questions About the Settlement?

22. Who may I contact if I have questions?

This Notice is a summary of the basic terms of the Settlement. For more information, you may review the Settlement pleadings in this case, including the Settlement Agreement, at any time during regular business hours in the United States District Court, Central District of Los Angeles located at 350 West First Street, Los Angeles, California 90012. You may also examine case records online on the Court's website, <https://ecf.cacd.uscourts.gov>. The documents filed in this case are listed in the Register of Actions, some may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class, whose contact information is included in Paragraph 6 above for more information or if you have specific questions. You may also contact the Administrator by calling 1-866-612-9330, or writing to the Administrator whose address is shown above.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF DEFENDANT'S MANAGERS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

- A. It is your responsibility to ensure that the Administrator has your current mailing address and telephone number on file. It is the address to which your Settlement Payment will be mailed.
- B. Settlement Payment checks must be cashed soon after receipt. Proceeds of checks which remain uncashed 180 days after the date of issuance will be transmitted to the State of California, Controller's Office, Unclaimed Property Division. If you lose or misplace a check, you should contact the Administrator immediately to request a replacement.

Luben Romanov v. Amazon.com Services LLC
United States District Court, Central District of California,
Case No. 2:20-cv-02692 SB (KSx)

CHANGE OF ADDRESS FORM

I wish to change my name and/or mailing address and/or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

Email: _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Submitted by: _____

DATED: _____, 2021

Print Name: _____

Signature: _____

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

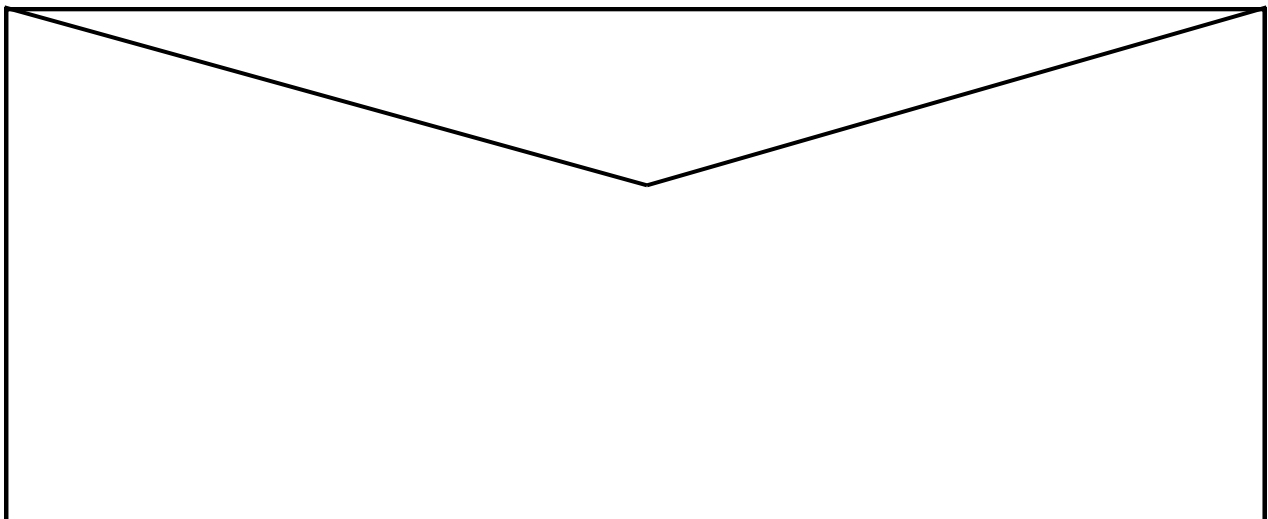
Romanov v. Amazon.com Services LLC
c/o Simpluris, Inc.
P. O. Box 26170
Santa Ana, California 92799

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c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799-9834

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
SIMPLURIS INC

IMPORTANT LEGAL DOCUMENT:

**You may get Money from a Class Action
Settlement; your prompt reply to correct a
bad address is required.**



No. 10 Envelope Back

