

EXHIBIT 1
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT

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This Class and Representative Action Settlement Agreement and Release (“Agreement”) is between Plaintiff Ruben Romanov (“Plaintiff”) and Defendant Amazon.com Services LLC, formerly known as Amazon.com Services Inc. and Amazon.com LLC (collectively “Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained in this Agreement. This Agreement, which is contingent upon Final Court approval, contains the terms of the Parties’ agreement. Plaintiff and Class Counsel believe that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means Luben Romanov, Plaintiff vs. Amazon.com Services LLC, Defendant in the United States District Court, Central District – Western Division, Case No. 2:20-cv-02692 SB (KSx).
- B. “Administrator” or “Settlement Administrator” means Simpluris, Inc., the third-party administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- C. “Class” means all individuals employed by Defendant as Delivery Associates in the State of California at any time from January 23, 2016 through the date on which the Court grants preliminary approval of this Agreement or one-hundred and twenty (120) days from the April 23, 2021 mediation, (August 21, 2021), whichever occurs first. Excluded from the Class are those who previously released their claims against Defendant.
- D. “Class Counsel” means Cohelan Khoury & Singer, The Phelps Law Group, and The Carter Law Firm.
- E. “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to \$233,333.33 (one-third of the Gross Settlement Amount).
- F. “Class Counsel Litigation Expenses Payment” means the amount to reimburse Class Counsel their litigation expenses of an estimated \$12,500, subject to proof and as approved by the Court.

- G. “Class Data List” means information for each Class Member that Defendant will provide to the Settlement Administrator. To the extent available, the Class Data List will contain each Class Member’s full name; last-known mailing address; telephone number; Social Security number; number of Pay Periods employed as a Class Member during the Class Period; and number of Pay Periods employed as a PAGA Member during the PAGA Period.
- H. “Class Member” is a member of the Class. There are an estimated 4,984 Class Members who have been employed an estimated 76,632 Pay Periods during the Class Period.
- I. “Class Notice” or “Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to Exhibit A, to be mailed to Class Members informing them of the settlement, their rights to request exclusion or to object to the Settlement, of the payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing, among other things.
- J. “Class Period” means the period from January 23, 2016 through the date on which the Court grants preliminary approval of this Agreement or one-hundred and twenty (120) days from the April 23, 2021 mediation (August 21, 2021), whichever occurs first.
- K. “Class Representative Service Payment” means the payment approved by the Court to be made to the Plaintiff in his capacity as Class Representative to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event he failed in the prosecution of the Action, and for the general release of all claims by him as set forth herein.
- L. “Court” means the United States District Court, Central District of California, Western Division.
- M. “Defendant’s Counsel” means Max Fischer, Aimee Mackay of Morgan, Lewis & Bockius LLP.
- N. “Effective Date” means the date on which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I (O) of this Agreement.
- O. “Final” means the last of the following dates, as applicable:
1. After Judgment is entered, and whether or not an objection to the settlement is made, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.

2. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- P. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- Q. “Gross Settlement Amount” or “GSA” means the non-reversionary sum of \$700,000, which shall be inclusive of the Individual Class Settlement Payments to Participating Class Members, Individual PAGA Payments to PAGA Members, Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the LWDA Payment, but excluding any employer-side payroll taxes due on the portion of the Individual Settlement Payments allocated to wages which Defendant shall pay separately and in addition to the Gross Settlement Amount.
- R. “Individual Class Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who submits a request for exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Class Settlement Payment.
- S. “Individual PAGA Payment” means the pro rata share of the \$12,500 (25% of the PAGA Civil Penalty Payment) amount allocated to alleged aggrieved employees out of the PAGA Civil Penalty Payment that each PAGA Member will receive.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court, in a form substantively similar to Exhibit D.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Civil Penalty Payment, and Administration Expenses. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Class Settlement Payments.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely request for exclusion from the Settlement in the manner described in the Notice of Class Action Settlement.
- W. “Notice Packet” means the Class Notice, the Change of Address Form approved by the Parties and subject to Court approval, and pre-printed return envelope, which the Settlement Administrator will mail to each Class Member.
- X. “PAGA refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

- Y. “PAGA Civil Penalty Payment” means the sum of \$50,000 to be paid out of the Gross Settlement Amount, designated by the Parties as PAGA civil penalties of which \$37,500 (75%) shall be paid pursuant to the PAGA to the Labor and Workforce Development Agency (“LWDA”), (“LWDA Payment”), and the remaining \$12,500 (25%) shall be paid proportionately to all PAGA Members.
- Z. “PAGA Members” are those Class Members employed during the PAGA Period and who will be paid an Individual PAGA Payment, regardless of whether they exclude themselves from the Class Settlement.
- AA. “PAGA Period” means that period from November 13, 2018 through the date on which the Court grants preliminary approval of this Agreement or one-hundred and twenty (120) days from the April 23, 2021 mediation (August 21, 2021), whichever occurs first.
- BB. “PAGA Release” 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. Regardless of whether any Class Member opts out of the Class Settlement, they will still be bound by the PAGA Release if they are PAGA Members. The period of the PAGA Release is the PAGA Period.
- CC. “Participating Class Member” means a Class Member who does not submit a valid and timely request for exclusion from the Class Settlement.
- DD. “Pay Period” means any workweek in which a Class Member was employed by Defendant as a Delivery Associate in California during the Class Period.
- EE. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement, in a form substantively similar to Exhibit C.
- FF. “Released Claims” means any and all claims and/or causes of action under any state, or federal law by Class Members or PAGA Members against the Released Parties 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, 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., 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; or 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 Individual Class Settlement Payment check.

Regardless of whether any Class Member opts out of the Class Settlement, they will still be bound by the PAGA Release if they are PAGA Members.

- GG. “Released Parties” means 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.
- HH. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- II. “Qualified Settlement Fund” or “QSF” means the account established by the Administrator for handling of the Gross Settlement Amount and employer-sided payroll taxes and distribution as provided by this Agreement and as ordered by the Court

II. RECITALS

- A. On January 23, 2020, Plaintiff filed a Complaint naming Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV02837. On March 23, 2020, Defendant removed the Action to the United States District Court, Central District for the Western Division, Case No. 2:20-cv-02692SB(KSx). On March 30, 2020 Defendant answered the complaint, ECF 11.
- B. On July 28, 2020, Plaintiff filed the operative First Amended Complaint, [ECF 25] alleging the following claims for:

1. Failure to Pay Regular Pay/Minimum Wages;
 2. Failure to Pay Overtime Premium Wages;
 3. Failure to Pay Meal Period and Rest Break Premiums;
 4. Failure to Reimburse Business-Related Expenses;
 5. Failure to Provide Accurate Itemized Wage Statements;
 6. Waiting Time Penalties; and
 7. Civil Penalties pursuant to the Private Attorney Generals Act for these alleged violations, and
 8. Unfair Business Practices
- C. Defendant answered the First Amended Complaint on August 17, 2020 [ECF 26]
- D. Sufficient discovery was conducted prior to mediation to investigate the claims, Defendant's liability, and Class-wide damages, which included, but not limited to the following: On June 18, 2020, Plaintiff provided his Initial Discourses identifying numerous names of potential witnesses; on September 4, 2020, Plaintiff served Defendant with Interrogatories, Requests for Admission, and Requests for Production of Documents, as well as a Notice of Deposition of Defendant. Defendant responded on October 28, 2020.
- E. On March 22, 2021, the Court issued a Protective Order to facilitate the exchange of information and documents. Subject to the Protective Order and in advance of mediation, on April 9, 2021, Defendant produced the estimated number of Class Members from January 23, 2016 through April 9, 2021; estimated number of Class Members whose employment ended at any time from January 23, 2017 through April 9, 2021; estimated number of Pay Periods worked by Class Members during the period from January 17, 2019 through April 9, 2021; estimated average hourly rate for Class Members; and the estimated amount paid to Class Members for meal and rest break premiums from January 23, 2016 through date information provided. In addition, Defendant provided the names and telephone numbers for 50 randomly selected Class Members, as well as the Plaintiff's Personnel file, including his timekeeping records and wage statements.
- F. On April 23, 2021, the Parties participated in an all-day mediation with Michael D. Young, of Judicate West, an experienced and respected mediator of wage and hour class actions. The Parties agreed to settle the Action, the terms of which they memorialized in the form of a Memorandum of Understanding.
- G. This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree nothing in this Agreement is an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties stipulate to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, the Parties agree that this stipulation regarding class certification will become null and void, and Defendant reserves the right to contest

certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is \$700,000, which is inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Settlement Payment shares allocated to wages which will be separately paid, in addition to the Gross Settlement Amount, by Defendant to the Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant under any circumstances.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Administrator will make the following payments from the Gross Settlement Amount:
1. **To Plaintiff:** Plaintiff will apply to the Court for an award of not more than \$10,000 in addition to his Individual Class Settlement Payment share. The Administrator will pay the Class Representative Service Payment approved by the Court. No payroll tax withholding and deductions will be taken from this payment. The Administrator shall issue an IRS Form 1099 to Plaintiff with respect to the Class Representative Service Payment. To receive the payment, the Plaintiff agrees to a Code of Civil Procedure section 1542 waiver and a general release of all claims, excluding any claims that he cannot release as a matter of law, such as claims for workers' compensation, and social security benefits.
 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of up to \$233,333.33 as their Class Counsel Fees Payment and an estimated \$12,500 for all costs and litigation expenses incurred, subject to proof, as Class Counsel Litigation Expenses Payment. Defendant will not oppose requests for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. For these payments, the Administrator will issue one or more IRS Forms 1099. Class Counsel Fees Payment shall be distributed among Class Counsel, as consented to in writing by Plaintiff as follows: 60% to Cohelan Khoury & Singer, 20% to The Phelps Law Group, and 20% to The Carter Law Firm. The Class Counsel Litigation Expenses Payment shall be allocated among Class Counsel based upon the declarations submitted by Class Counsel as to expenses incurred.

3. **To LWDA.** The Parties will seek approval from the Court for the PAGA Civil Penalty Payment of \$50,000, allocated 75% (\$37,500) for the LWDA Payment as its share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) to be distributed to all PAGA Members based on their number of Pay Periods employed during the PAGA Period, in relation to the aggregate number of Pay Periods employed during the PAGA Period. Because there is no right to opt out of a PAGA settlement, all PAGA Members will receive a proportionate share of the 25% portion of the PAGA Civil Penalty Payment, i.e., their Individual PAGA Payment, irrespective of a valid and timely request for exclusion from the Class Settlement.
4. **To the Administrator.** The Administrator will pay to itself its reasonable fees and expenses documented and approved by the Court in an amount not to exceed \$25,000.00. ("Administration Expenses").
5. If the Court approves any payment described above in Section B.1-4 in an amount less than requested, the Parties agree to retain the remainder in the Net Settlement Amount for distribution to Class Members.

C. **Settlement Payments to the Class.** Following deduction of the Court-approved sums from the Gross Settlement Amount for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, Administration Expenses, the LWDA Payment, and the collective Individual PAGA Payments, the remaining Net Settlement Amount, estimated at \$369,166.67 shall be distributed to Participating Class Members based upon the number of Pay Periods employed during the Class Period in relation to the number of Pay Periods employed by all Participating Class Members during the Class Period. The Net Settlement Amount is determined by deducting the anticipated Court-approved payments as follow:

Gross Settlement Amount:	\$ 700,000.00
• Class Representative Service Payment	\$ 10,000.00
• Class Counsel Fees Payment	\$ 233,333.33
• Class Counsel Litigation Expenses Payment	\$ 12,500.00
• LWDA Payment	\$ 37,500.00
• Individual PAGA Payments	\$ 12,500.00
• Administration Expenses	<u>\$ 25,000.00</u>
Net Settlement Amount:	<u>\$ 369,166.67</u>

1. **Individual Class Settlement Payment.** Individual Class Settlement Payments will be paid from the Net Settlement Amount and paid pursuant to the formula as follows: (i) First, using the Class Data List, the Administrator will compute the total number of Pay Periods of all Participating Class Members collectively during the Class Period; this sum shall be known as the “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; this shall be known as the “Pay Period Value;” (iii) Third, the Administrator will multiple the number of Pay Periods of a Participating Class Member during the Class period by the Pay Period Value to determine the Participating Class Member’s Individual Class Settlement Payment.
2. **Allocation of the Settlement Payment, and Tax Forms.**
 - a. The Administrator shall allocate one-third of each Participating Class Member’s Individual Class Settlement Payment to settlement of wage claims (“Wage Portion”). The Wage Portion is subject to employee payroll and wage withholdings. The Administrator shall report these payments on IRS Form W- 2 (and such other state or local tax reporting forms as may be required by law).
 - b. The Administrator shall allocate two-thirds of each Participating Class Member’s Individual Class Settlement Payment to the claims for interest and penalties allegedly due to employees (collectively “Non-Wage Portion”). The Non-Wage Portion shall also include the sum of the Individual PAGA Payments. The Non-Wage Portion shall not be subject to wage withholdings. The Administrator shall report these payments on IRS Forms 1099.
3. **Effect of Non-Participating Class Members.** Non-Participating Class Members, those who returned a valid and timely request for exclusion, will not receive an Individual Class Settlement Payment share of the Net Settlement Amount, and their exclusion from the Class will neither affect the Gross Settlement Amount nor affect the Net Settlement Amount. Their respective Individual Class Settlement Payment shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Pay Periods employed during the Class Period. However, since there is no right to opt out of a PAGA settlement, each Non-Participating Class Member who is also a PAGA Member shall receive a pro-rata share of the 25% portion of the PAGA Civil Penalty Payment allocated to them.

D. **Appointment of Administrator.** The Parties agree to use Simpluris, Inc., to serve as the Administrator, which, as a condition of appointment, will agree to follow this Agreement with respect to the performance of its duties and its compensation. The

Administrator's duties will include formatting, printing, and mailing the Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; re-mailing Notice Packets that are returned to the Class Member's new address as located upon skip-tracing or as provided by Counsel for the Parties; setting up a toll-free telephone number to receive calls from Class Members, and a post office box to receive communications from Class Members which include for instance, disputed claims, change of address forms, requests for exclusion, and objections, providing the Parties with weekly status reports, calculating Individual Class Settlement Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; handling uncashed checks, and providing declarations as requested by the Parties, and otherwise administering the Settlement pursuant to this Agreement. The Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Class Settlement Payment and/or Individual PAGA Payment, and if such cannot be resolved, will be submitted to the Court for determination. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will come from the Gross Settlement Amount.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement.

- a. After execution of this Agreement, Plaintiff will file a Motion for Preliminary Approval seeking preliminary approval of the proposed Settlement, conditional class certification, approval of the Notice, and appointment of Class Counsel, Plaintiff as the Class Representative, and Simpluris, Inc., as the Administrator, and setting a date for the Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto. Class Counsel agrees to provide Defendant's Counsel with drafts of the Motion for Preliminary Approval and any other documents they intend to submit in support of their Motion for Preliminary Approval at least three (3) business days in advance of the filing of such documents to allow Defendant's Counsel reasonable time to review and comment on such papers and further agree to reasonably incorporate the comments from Defendant's Counsel. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Motion for Preliminary Approval, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by

Exhibit C to this Agreement and incorporated by reference into this Agreement.

- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of the Released Claims, or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Agreement for the Court's approval.
2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, the Notice Packet will be mailed to all members of the Class as follows:
- a. No later than thirty (30) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will, to the extent possible, provide the Class Data List to the Administrator. The Administrator shall maintain the Class Data List as private and confidential and shall not disclose such data to any persons or entities other than Defendant's Counsel. The Class Data List is being supplied solely to be used for settlement notification and settlement administration purposes and shall not be used for any other purpose by the Administrator or Class Counsel. The Parties agree that the Class Data List will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendant or any other Released Parties and will only be used to administer the Settlement under the terms provided herein. No later than three (3) days after receipt of the Class Data List, the Administrator shall notify counsel for the Parties that the information in the Class Data List has been received.
 - b. Upon receipt of the Class Data List, the Administrator will perform a search of the United States Post Office's National Change of Address database to update and correct any known or identifiable changes to Class Member addresses before mailing the Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than twenty-one (21) calendar days following receipt of the Class Data List, the Administrator will mail the Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Administrator obtains in the course of administration of the Settlement, or from the Class Member, or from Class Counsel. The Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The content of the Notice Packet shall include a Notice of Class Action Settlement, Change of

Address form, and pre-printed return envelope will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the case.

- c. The exterior of the mailing envelope containing the Notice Packet, shall include the following language on the left side of the envelope below the Administrator's mailing address:

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

- d. If a Notice Packet is returned because of an incorrect address, the Administrator will promptly, and not longer than ten (10) days from receipt of the returned Notice Packet, search for a more current address and re-mail the Notice Packet to the Class Member. The Administrator will use the Class Data List and otherwise work with Defendant to find the most current address. The Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties to trace the mailing address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-mailed, the Administrator will note for its own records and notify to Counsel for the Parties of the date of each such re-mailing as part of a weekly status report provided to the Parties.
- e. As part of its weekly status report, the Administrator will inform Class Counsel and Defendant's Counsel of the number of requests for exclusions, number of disputed claims, and number of objections received, and will provide all written objections upon receipt to Class Counsel and Defendant's Counsel
- f. No later than thirty-five (35) days before the date Plaintiff will file the Motion for Final Approval of the Settlement, the Administrator will provide its declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the requests for exclusions, disputed claims, and objections received. Prior to the Final Approval Hearing, the Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to the Number of Pay Periods; and Requests for Exclusion.** Class Members may submit objections as to any term of the Settlement, dispute the number of Pay Periods allocated to them, and request exclusion pursuant to the following procedures:
- a. **Object to Settlement.** The Class Notice will provide that only Participating Class Members may object to the Settlement. Participating Class Members may submit a written objection to the Administrator no later than sixty (60) days after the Administrator mails the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if an objection was timely received. Written objections must be signed by the Class Member and should set forth: (1) the full name and address of the objecting Class Member; (2) the grounds for each objection made; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defendant's Counsel with this notice no later sixty (60) days after the Administrator mailed the Notice Packets. Class Members may also appear at the Final Approval Hearing to orally object, even if they have not submitted a written objection. Any Class Member who fails to submit a timely written objection or to present an objection at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to object in writing.
 - b. **Dispute the Number of Pay Periods.** Class Members may dispute the number of Pay Periods the Class Notice allocates to them during the Class Period, and they must do so no later than sixty (60) days after the Administrator mails the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if a dispute was timely received. If there is a dispute, the Administrator shall consult with the Parties to determine whether an adjustment is warranted. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to dispute in writing the number of Pay Periods allocated to them during the Class Period.
 - c. **Requests for Exclusion.** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must

postmark and mail to the Administrator a written request for exclusion no later than sixty (60) days after the Administrator mailing of the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if a request for exclusion was timely received. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to request in writing an exclusion from the Settlement.

(i) To be valid, a request for exclusion must be timely and must comply with the instructions detailed in the Class Notice, including providing (1) the name and address of the Class Member requesting exclusion; (2) a statement expressing that the Class Member elects to be excluded from the Settlement; and (3) a signature by the Class Member. If a question is raised about the authenticity of a signed request for exclusion, the Administrator will have the right to demand additional proof of the Class Member's identity.

(ii) A Non-Participating Class Member will not participate in or be bound by the Released Claims and the Judgment. However, a Non-Participating Class Member who is also a PAGA Member will be bound by the PAGA Release. Defendant will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant have or could assert against such a claim. However, even if a Class Member opts out of the Settlement, the Class Member will still receive a proportionate share of the PAGA Civil Penalty Payment allocated to the PAGA Members. 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. In this instance, any Class Member who is also a PAGA Member will only be bound by the PAGA Release.

(iii) A Class Member who does not complete and mail a timely request for exclusion in the manner and by the deadline specified above will automatically become a Participating Class Member, will receive a Settlement Payment, and be bound by all terms and conditions of the Settlement, including the Released Claims if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.

(iv) Persons who submit a request for exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement because the Settlement no longer concerns them.

- (v) All Participating Class Members who do not submit a valid and timely request for exclusion will receive a Individual Class Settlement Payment without the need to file a claim form, and the terms of the Released Claims and Judgment will bind them.
- d. **Report.** No later than ten (10) days after the deadline for submission of requests for exclusions, the Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate count of Participating Class Members and Non-Participating Class Members.
4. **Right of Defendant to Reject Settlement.** If more than two-hundred and fifty (250) Class Members return valid and timely requests for exclusion, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void no later than ten (10) days after the Administrator notifies the Parties, for the final time, of the number of valid requests for exclusion received. If Defendant exercises this right, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed.
5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
- a. Upon the expiration of the deadline for submission of requests for exclusions, objections, and disputes, and with the Court's permission, a Final Approval Hearing shall be conducted.
- b. No later than twenty-eight (28) court days before the Final Approval Hearing, or as directed by the Court, the Plaintiff will file with the Court a Motion for Final Approval of the Settlement, that shall include Class Counsel's application for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payments, Class Representative Service Payment, Administration Expenses and PAGA Civil Penalty Payment. Class Counsel shall be responsible for preparing the Motion for Final Approval, and any supporting

declarations, and exhibits thereto. Class Counsel agrees to provide Defendant's Counsel with drafts of all documents they intend to submit in support of the Motion for Final Approval at least seven (7) days in advance of the filing to allow Defendant's Counsel reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Defendant's Counsel. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order, including a good faith attempt to address and/or cure any issues identified by the Court as necessary for final approval.

- c. If any opposition is filed, then no later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of the Released Claims), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Agreement for the Court's approval. But an award by the Court of lesser amounts than those sought by Plaintiff for the Class Representative Service Payment, and Class Counsel for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Agreement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached as Exhibit D. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- 7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ, except as to a reduction in attorney fees or service payment. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If there is an appeal from the Judgment, it suspends the time for consummation of the Settlement

(including making payments under the Settlement) until the appeal is finally resolved and the Judgment becomes final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of the Released Claims), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court no later than 21 days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Funding and Other Payments.** No later than seven (7) calendar days after the Judgment becomes Final, as set forth in paragraph I.O, the Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Gross Settlement Amount (\$700,000) into the QSF. The Administrator will also inform Defendant of the amount to be transmitted to the QSF to pay for the employer's share of payroll taxes. Defendant shall fund the QSF with the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes no later than fifteen (15) calendar days after the Judgment becomes Final, as set forth in paragraph I.O. Within fourteen (14) days after Defendant funds the QSF, the Administrator will pay to Participating Class Members, their Individual Class Settlement Payments via first-class regular U.S. Mail; to all PAGA Members, their Individual PAGA Payments; to Plaintiff, the Class Representative Service Payment; to Class Counsel, the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Administrator, the Settlement Administration Expenses. The Judgment cannot become Final, and Defendant will not be obligated to fund the QSF, unless and until there is no possibility of an appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement from becoming final and binding.
10. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Payment check within one-hundred and eighty (180) days of the Administrator's mailing of the checks. If the Administrator receives a

returned check, it will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If Class Member's Settlement Payment check is not cashed within thirty (30) days after its initial mailing, the Administrator will send a postcard to the Class Member informing him or her that unless the check is cashed by the 180th day, it will expire and become non-negotiable, and the Administrator will offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed after one-hundred and eighty (180) days since the Administrator's mailing of the checks, the Administrator will void the checks, and transmit the funds to the State of California's Controller, Unclaimed Property Division for further handling on behalf of the Class Member.

11. **Final Report by Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.
12. Thereafter, the Court shall set a date for a final review hearing when the Parties shall report to the Court the amount paid to Class Members, and the Administrator transmit the amount resulting from uncashed checks to Legal Aid at Work. After the Court receives the report, it shall amend the judgment to direct payment of the sum of uncashed checks to Legal Aid at Work in accordance with California Code of Civil Procedure section 384, as approved by the Court.

F. Released Claims.

1. **Participating Class Members.** As of Effective Date, the Released Parties shall be entitled to a full and final accord, satisfaction, settlement, and release of the Released Claims for the Class Period from Participating Class Members, including Plaintiff.
2. **PAGA Members.** As of the Effective Date, all PAGA Members are bound by the PAGA Release.
3. **Plaintiff.** As of the Effective Date, Plaintiff hereby fully and finally releases Defendant and the Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to his work with Defendant ("Plaintiff's Released Claims"). Plaintiff's

Released Claims includes any Released Claims as well as other wage and hour claims, claims under California Business and Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under PAGA, claims under the Fair Labor Standards Act, and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, arising from or relating to Plaintiff's relationship, or termination of relationship, with any Released Party through the Effective Date for any type of relief. Plaintiff further covenants that he will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiff's Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent by law, and this release excludes only the release of claims not permitted by law.

4. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil Code section 1542, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.

- G. **No Effect on Other Benefits.** The Settlement Payments will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members. Amounts paid to Plaintiff or other Class Members pursuant to this Agreement shall be deemed not

to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits of Plaintiff or Class Members.

H. **Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on a website for viewing by Class Members.

I. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Agreement Binding on Successors.** This Agreement is binding upon, and inure to the benefit of, the successors of each of the Parties. The Parties warrant they understand and have full authority to enter this Agreement, and intend it to be fully enforceable and binding on all Parties, pursuant to California Code of Civil Procedure section 664.6, and agree it will be admissible and subject to disclosure in any proceeding to enforce its terms,

notwithstanding any mediation confidentiality provisions which might otherwise apply under federal or state law.

7. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
8. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
9. **Fair and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations facilitated by an experienced and respected wage and hour class action mediator, taking into account all relevant factors, current and potential.
10. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within sixty (60) days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
11. **Exhibits and Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement.
12. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Cohelan Khoury & Singer

Michael D. Singer

Email: msinger@ckslaw.com

Diana M. Khoury

Email: dkhoury@ckslaw.com

J. Jason Hill

Email: jhill@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Tel.: (619) 595-3001 / Fax: (619) 595-3000

The Carter Law Firm

Roger R. Carter

Email: rcarter@carterlawfirm.net

23 Corporate Plaza Drive, Suite 150

Newport Beach, CA 92660

Telephone: (949) 245-7500 / Fax: (949) 629-2501

The Phelps Law Group

Marc H. Phelps

Email: marc@phelpslawgroup.com

23 Corporate Plaza Drive, Suite 150

Newport Beach, CA 92660

Telephone: (949) 629-2533 / Fax: (949) 629-2501

To Defendant:

Morgan, Lewis & Bockius LLP

Max Fischer,

Aimee Mackay

Daniel R. Rodriguez

300 South Grand Avenue, 22nd Floor

Los Angeles, CA 90071-3132

Telephone: (213) 612-2500 / Fax: (213) 612-2501

max.fischer@morganlewis.com

aimee.mackay@morganlewis.com

daniel.rodriguez@morganlewis.com

13. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be

admissible in evidence to prove the existence and contents of this Agreement.

14. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Action shall be stayed and the time to bring the Action to trial shall be extended pending the outcome of the settlement process.
15. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement.
16. **Court Filings.** The Parties agree not to object to any Court filings consistent with this Settlement Agreement.
17. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Plaintiff

Dated: 8/9/2021, 2021

By: 
 9AEC5F7D1AC9459...
Luben Romanov

Defendant, Amazon.com Services LLC

Dated: _____, 2021

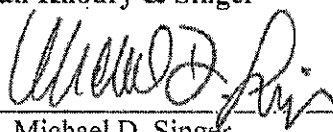
By: _____
Zane Brown
 Title: _____

[Signatures Continued, Next Page]

Cohelan Khoury & Singer

Dated: 8/9, 2021

By: _____



Michael D. Singer

Diana M. Khoury

J. Jason Hill

Attorneys for Plaintiff Luben Romanov

The Carter Law Firm

Dated: 8/9, 2021

By: _____



Roger Carter

Attorneys for Plaintiff Luben Romanov

[Signatures continued, next page]

The Phelps Law Group

Dated: _____, 2021

By: _____

Marc Phelps

Attorneys for Plaintiff Luben Romanov

Morgan, Lewis & Bockius, LLP

Dated: _____, 2021

By: _____

Max Fischer

Aimee Mackay

Daniel R. Rodriguez

Attorneys for Defendant

Cohelan Khoury & Singer

Dated: _____, 2021

By: _____
Michael D. Singer
Diana M. Khoury
J. Jason Hill
Attorneys for Plaintiff Luben Romanov

The Carter Law Firm

Dated: _____, 2021

By: _____
Roger Carter
Attorneys for Plaintiff Luben Romanov

[Signatures continued, next page]

The Phelps Law Group

8/9/2021
Dated: _____, 2021

By: _____
DocuSigned by:
Marc Phelps
074B370661444E2
Marc Phelps
Attorneys for Plaintiff Luben Romanov

Morgan, Lewis & Bockius, LLP

Dated: _____, 2021

By: _____
Max Fischer
Aimee Mackay
Daniel R. Rodriguez
Attorneys for Defendant

EXHIBIT A

[NOTICE OF CLASS ACTION SETTLEMENT]

EXHIBIT A

[NOTICE OF CLASS ACTION SETTLEMENT]

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 the date on which the Court grants preliminary approval of the settlement or August 21, 2021, whichever occurs first. Excluded from the Class are those who previously released their claims against Defendant ("Class Member(s")).

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 . 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

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 [REDACTED]. 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 the date on which the Court grants preliminary approval of the settlement or August 21, 2021, whichever occurs first.

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 the date on which the Court grants preliminary approval of the settlement or August 21, 2021, whichever occurs first. 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

THE PHELPS LAW GROUP
Marc H. Phelps
23 Corporate Plaza Drive, Suite 150
Newport Beach, California 92660
Telephone: (949) 629-2533

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 the date on which the Court grants preliminary approval of the settlement or August 21, 2021, whichever occurs first, 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 the date on which the Court grants preliminary approval of the settlement or August 21, 2021, whichever occurs first, 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 [redacted] Pay Period Total, the Pay Period Value is estimated \$ [redacted] 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 [redacted] Pay Periods during the Class Period. Defendant’s business and personnel records also reflect that you have ___ Pay Periods during the PAGA Period. Based on the formula described above, your Settlement Payment is estimated to be \$_____, 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.

HOW TO GET A SETTLEMENT PAYMENT

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* Class Action Administrator, c/o Simpluris, P.O. Box _____, Irvine, CA 9____, stating what you believe is correct. Your letter must be postmarked on or before _____, 2021. [60 days from mailing the Notice Packet]

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 _____, 2021 (60 days of the initial mailing) in the envelope provided or in a separate envelope addressed to:

Romanov v. Amazon.com Services LLC Class Action Administrator
c/o Simpluris, Inc.
P. O. Box _____
Irvine, California _____

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 _____, 2021.

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 _____, 2021 [60 days from mailing of Notice].

Romanov v. Amazon.com Services LLC Class Action Administrator
c/o Simpluris, Inc.
P. O. Box _____
Irvine, California 9____

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 ____ p.m., on _____, 2021. 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, [www._____](#) [insert instructions.] 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-_____, 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.

EXHIBIT B

[CHANGE OF ADDRESS FORM]

EXHIBIT B

[CHANGE OF ADDRESS FORM]

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 Class Action Administrator
c/o Simpluris, Inc.
P. O. Box _____
Irvine, California 9____

EXHIBIT C

[PRELIMINARY APPROVAL ORDER AND JUDGMENT]

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15 Counsel for Plaintiff Luben Romanov, on behalf of
16 himself and all others similarly situated

17 **UNITED STATES DISTRICT COURT**

18 **CENTRAL DISTRICT OF CALIFORNIA**

19 LUBEN ROMANOV, on behalf of
20 himself and all others similarly
21 situated,

Plaintiff,

22 v.

23 AMAZON.COM SERVICES LLC
24 a Delaware limited liability
25 company; and DOES 1 through 20,
inclusive,

26 Defendants.

Case No. 2:20-cv-02692 SB (KSx)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing:

Date: October 1, 2021

Time: 8:30 a.m.

Ctrm: 6C

1 The Court, having fully reviewed the Motion for Order Granting Preliminary
2 Approval of Class and Representative Action Settlement, the supporting Points and
3 Authorities, Declarations of Class Counsel Michael Singer, Roger R. Carter, and
4 Marc H. Phelps, Class and Representative Action Settlement Agreement
5 (“Settlement Agreement”),¹ and the Notice of Class Action Settlement, Change of
6 Address Form, and pre-printed return envelope (collectively, “Notice Packet”), and
7 in recognition of the Court’s duty to make a preliminary determination as to the
8 reasonableness of any proposed class action settlement and, if preliminarily
9 determined to be reasonable, to ensure proper notice is provided to Class Members
10 and PAGA Members in accordance with due process requirements, and to conduct
11 a Final Approval hearing as to the good faith, fairness, adequacy and reasonableness
12 of any proposed settlement, HEREBY MAKES THE FOLLOWING
13 DETERMINATIONS AND ORDERS:

14 1. The Court finds, on a preliminary basis, that the Agreement
15 incorporated in full by this reference and made a part of this Order Granting
16 Preliminary Approval appears to be fundamentally fair, adequate and within the
17 range of reasonableness which could ultimately be given final approval by this
18 Court. *See* Fed. R. Civ. P. 23(e); *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948,
19 964-64 (9th Cir. 2009). The Court notes Defendant Amazon.com Services LLC has
20 agreed to pay the Gross Settlement Amount of \$700,000 in full satisfaction of the
21 claims as more specifically described in the Settlement Agreement.

22 2. The Court finds that the \$50,000 PAGA Civil Penalty Payment amount
23 allocated from the Gross Settlement Amount as payment to the California Labor and
24 Workforce Development Agency and PAGA Members, as their share of the
25 Settlement of civil penalties under the Private Attorneys Generals Act is appropriate.
26
27

28 ¹ Undefined capitalized terms used herein have the same meaning ascribed to them
in the Settlement Agreement.

1 3. The Court also finds that, on a preliminary basis, the Settlement is fair
2 and reasonable to all members of the Class when balanced against the probable
3 outcome of further litigation relating to class action certification, liability and
4 damages issues, and potential appeals of rulings The Court further finds that
5 significant investigation, research, litigation, formal and informal discovery have
6 been conducted such that Counsel for the Parties are able to reasonably evaluate their
7 respective positions. The Court further finds that settlement at this time will avoid
8 substantial costs, delay and risks that would be presented by the further prosecution
9 of the litigation, and that the proposed Settlement has been reached as the result of
10 intensive, informed and non-collusive and arms'-length negotiations between the
11 Parties. The Court finds the Settlement Agreement to be presumptively valid, subject
12 only to any objections that may be raised at the Final Approval Hearing.
13 ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR
14 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
15 GRANTED.

16 4. As a part of the preliminary approval, the Court accepts and
17 incorporates the Parties' Settlement Agreement and conditionally certifies the
18 following Class for Settlement purposes only:

19 All individuals employed by Defendant as Delivery Associates
20 in California at any time during the period from January 23, 2016
21 through the date the Court grants preliminary approval of the
22 Settlement Agreement or 120 days from the April 23, 2021
23 mediation, (August 21, 2021), whichever occurs first. Excluded
 from the Class are those who previously released their claims
 against Defendant.

24 5. The Court approves and appoints Plaintiff Luben Romanov as the Class
25 Representative.

26 6. The Court approves and appoints the law firms of The Phelps Law
27 Group, the Carter Law Firm, and Cohelan, Khoury & Singer, and as Class Counsel.

28 ///

1 7. The Court approves and appoints Simpluris, Inc. as the Administrator
2 to administer the Settlement Agreement pursuant to its terms.

3 8. The Court finds that the Notice of Class Action Settlement (“Notice”)
4 advises the Class of the pendency of the Class Action, of the proposed Settlement terms,
5 of preliminary Court approval of the proposed Settlement, of the automatic payment of a
6 proportionate share of the Settlement monies without the need to return a claim form, of
7 the Released Claims, of the PAGA Release, of the estimated amount each Participating
8 Class Member may expect to receive if they do not request exclusion from the Class; of
9 the manner and timing of requests for exclusions, disputes, and objections, and of the date
10 set for the Final Approval Hearing. The Court further finds that the Notice fairly and
11 adequately advise Class Members and PAGA Members of the terms of the proposed
12 Settlement and the benefits available to them, and of the Final Approval hearing date, time
13 and place and the right to file documentation in support of or in opposition to the Settlement
14 and to appear in connection with that hearing. The Court further finds that the Notice
15 clearly comports with all constitutional requirements including those of due process.
16 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
17 THE NOTICE OF CLASS ACTION SETTLEMENT ATTACHED AS AN EXHIBIT A
18 TO THE AGREEMENT;

19 9. The Court finds the mailing to the present and last known addresses of the
20 members of the Class, with safeguards to perform reasonable skip traces of returned Notice
21 Packets, constitutes an effective method of notifying Class and PAGA Members of their
22 rights with respect to the Class Action and Settlement. ACCORDINGLY, IT IS HEREBY
23 ORDERED that

24 (a) Within 30 days of the entry of Preliminary Approval of the
25 Settlement, Defendant shall forward to the appointed Administrator, the Class Data
26 List as provided for by the terms of the Agreement;

27 ///

28 ///

1 (b) Within 21 days of receipt of the Class Data List, the
2 Administrator shall mail to each Class Member, by first class, postage pre-paid, the
3 Notice Packet;

4 (c) All mailings shall be made to the present and/or last known
5 mailing address of the Class Members based on Defendant's records, as well as
6 addresses that may be updated and located by the Administrator who will conduct
7 reasonable address searches in cases of returned mail as set forth in the Agreement.
8 The Court finds and so orders that the mailing of Notice Packets to Class Members
9 as set forth in this paragraph is the best means practicable by which to reach Class
10 Members and is reasonable and adequate pursuant to all constitutional and statutory
11 requirements including all due process requirements; and,

12 10. IT IS FURTHER ORDERED that:

13 (a) Requests for Exclusion ("Opt-Out"). Requests for Exclusion
14 from the Class and Settlement must be postmarked and mailed to the Administrator
15 no later than sixty (60) calendar days from the initial mailing of the Notice Packet
16 to the Class. Class Members who receive a Notice Packet that was remailed by the
17 Administrator shall have an additional 20 days from the original response deadline
18 to request in writing an exclusion from the Settlement. A Request for Exclusion is
19 only valid if it is timely postmarked and mailed, and includes (1) the name and
20 address of the Class Member requesting exclusion, (2) a statement expressing that
21 the Class Member elects to be excluded from the Settlement, and (3) a signature by
22 the Class Member. A Non-Participating Class Member who is also a PAGA Member
23 will be bound by the PAGA Release.

24 (b) Objections. Class Members may return written objections to the
25 Settlement in the manner set forth in the Notice. Written objections must be
26 postmarked and mailed to the Administrator no later than sixty (60) calendar days
27 from the initial mailing of the Notice packet to the Class. Class Members who
28 receive a Notice Packet that was remailed by the Administrator shall have an

1 additional 20 days from the original response deadline to submit a written objection.
2 Written objections must be signed by the Class Member and should include the Class
3 Member's full name and address, the grounds for each objection made, and whether
4 the Class Member intends to appear at the Final Approval Hearing. Class Members
5 may also appear at the Final Approval Hearing without first submitting a written
6 objection.

7 (c) Disputes. Class and PAGA Members may dispute the
8 information upon which their Settlement Payments will be calculated in the manner
9 provided as set forth in the Settlement Agreement. Any dispute must be postmarked
10 and mailed to the Administrator, no later than sixty (60) days after the Administrator
11 mails the Notice Packets to the Class. Class Members who receive a re-mailed
12 Notice Packet shall have an additional 20 days from their original deadline to dispute
13 in writing the information on which their Settlements were calculated.

14 11. IT IS FURTHER ORDERED that the Final Approval hearing shall be
15 held before the undersigned at ____ a.m. on _____, 2021, in the above-
16 entitled Court, in the United States District Court – Central District of California –
17 Western Division, Courtroom 6C (6th Floor) located at 350 West First Street, Los
18 Angeles, California 90012 to consider the fairness, adequacy and reasonableness of
19 the proposed Settlement preliminarily approved by this Order of Preliminary
20 Approval, and to consider the application of Class Counsel for an award of
21 reasonable attorneys' fees and litigation expenses, Class Representative service
22 payment, and for the Administrator expenses incurred.

23 12. IT IS FURTHER ORDERED that all papers in support of the request
24 for Final Approval of the Class Action Settlement, and Class Counsels' requests for
25 awards of attorneys' fees and litigation costs, the Class Representative service
26 payment, the payment to California Labor Workforce and Development Agency,
27 and Administration expenses shall be served and filed with the Court at least twenty-
28 eight (28) calendar days before the Final Approval Hearing.

1 13. IT IS FURTHER ORDERED that if, for any reason, the Court does not
2 execute and file an Order Granting Final Approval and Judgment, or if the Effective
3 Date, as defined by the Agreement, does not occur for any reason whatsoever, the
4 Agreement and the proposed Settlement subject of this Order and all evidence and
5 proceedings had in connection therewith, shall be null and void and without
6 prejudice to the *status quo ante* rights of the Parties to the litigation as more
7 specifically set forth in the Agreement.

8 14. IT IS FURTHER ORDERED that, pending further order of this Court,
9 all proceedings in this matter except those contemplated in this Order and in the
10 Settlement Agreement are stayed.

11 15. The Court expressly reserves the right to adjourn or continue the Final
12 Approval Hearing from time-to-time without further notice to Class Members,
13 except that notice of a continuance shall be provided to Class Members who may
14 submit written objections.

15 IT IS SO ORDERED.

16
17 Dated: _____, 2021

18 _____
19 Honorable Stanley Blumenfeld, Jr.
20 United States District Court Judge
21
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27
28

EXHIBIT D

[ORDER GRANTING FINAL APPROVAL AND ENTERING JUDGMENT]

EXHIBIT D

[ORDER GRANTING FINAL APPROVAL AND ENTERING JUDGMENT]

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Counsel for Plaintiff Luben Romanov, on behalf of
himself and all others similarly situated

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LUBEN ROMANOV, on behalf of
himself and all others similarly
situated,

Plaintiff,

v.

AMAZON.COM SERVICES LLC
a Delaware limited liability
company; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 2:20-cv-02692 SB (KSx)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing:

Date: TBD

Time: TBD

Ctrm: 6C

1 This matter came on for hearing on _____, 2021 at 8:30 a.m.,
2 in Courtroom 6C of the above-captioned Court on Plaintiff's Unopposed Motion
3 for Order Granting Final Approval of Class and Representative Action Settlement
4 and Entering Judgment pursuant to this Court's Order Granting Preliminary
5 Approval of Class Action Settlement [ECF____], and the fully-executed Class and
6 Representative Action Settlement Agreement ("Settlement Agreement") [ECF
7 ____]. Pursuant to the Preliminary Approval Order, Class Members and PAGA
8 Members were given notice of the terms of the proposed settlement as set forth in
9 the Notice of Class Action Settlement and pursuant to the Settlement Agreement,
10 and the opportunity to comment upon, request to be excluded from the Class or
11 object to the Settlement or any of its terms. Having received and considered the
12 proposed Settlement, the supporting papers filed by the Parties, and the evidence
13 and argument received by the Court in conjunction with the Motion for Order
14 Granting Preliminary Approval of Class Action Settlement [ECF ____], the Court
15 grants final approval of the Settlement as set forth in the Settlement Agreement and
16 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

17 1. Pursuant to the Order Granting Preliminary Approval of Class and
18 Representative Action Settlement, the Court-approved Notice of Class Action
19 Settlement, Change of Address form, and a pre-printed return envelope ("Notice
20 Packet") were mailed to all Class Members by first-class mail. The Notice Packet
21 notified Class Members of their rights (1) to receive their share of the Settlement
22 without a claim form, (2) the manner in which to submit an objection to the
23 Settlement, and the deadline to do so; (3) to request exclusion from the Class, and
24 the deadline to do so; (4) to appear at the Final Approval Hearing, and (5) the
25 information on which their Settlement Payment would be calculated, and the
26 estimated amount of their Settlement Payments if they did not return a request for
27 exclusion.
28

1 2. The Court finds and determines that this notice procedure afforded
2 adequate protections to Class Members and provides the basis for the Court to
3 make an informed decision regarding approval of the Settlement based on the
4 response of the Class. No objections were presented by any Class Member and
5 individuals, identified in the Simpluris Declaration, requested exclusion from
6 the Settlement. The Court finds and determines that the notice provided in this
7 case was the best notice practicable, which satisfied the requirements of law and
8 due process.

9 3. The Court further finds and determines that the terms of the Settlement
10 are fair, reasonable and adequate to the Class and that the Settlement is ordered
11 finally approved, and that all terms and provisions of the Settlement should be and
12 hereby are ordered to be consummated subject to the Effective Date expiration
13 periods and other conditions set forth in the Settlement Agreement.

14 4. The Court confirms certification of the Class as follows:

15
16 All individuals employed by Defendant as Delivery Associates in California
17 at any time during the period from January 23, 2016 through the date the
18 Court grants preliminary approval of the Settlement Agreement or 120 days
19 from the April 23, 2021 mediation, (August 21, 2021), whichever occurs
20 first. Excluded from the Class are those who previously released their
21 claims against Defendant.

22 5. The Court confirms the law firms of the Phelps Law Group, the Carter
23 Law Firm, and Cohelan, Khoury & Singer as Class Counsel.

24 6. The Court confirms the Plaintiff Luben Romanov as the Class
25 Representative.

26 7. The Court finds and determines that the Settlement Payments to be
27 paid to _____ Participating Class Members as provided for by the Settlement
28 Agreement are fair and reasonable. The Court hereby grants final approval to and
following the Effective Date expiration periods and other conditions set forth in

1 the Settlement Agreement orders the payment of those amounts be made in
2 accordance with the terms of the Settlement Agreement.

3 8. Pursuant to the terms of the Settlement, and the authorities, evidence
4 and argument submitted by Class Counsel, the Court awards Class Counsel
5 attorneys' fees of \$233,333.33 and reimbursement of their litigation costs of up to
6 \$12,500. The Court finds and determines that such amounts are fair and reasonable
7 and following the Effective Date expiration periods and other conditions set forth
8 in the Settlement Agreement orders the Administrator to make these payments in
9 accordance with the terms of the Settlement Agreement.

10 9. The Court approves Class Representative Service Payment of \$10,000
11 to Plaintiff Luben Romanov in consideration of (i) his initiation and prosecution of
12 the Action, (ii) service as the sole representative for the Class, (iii) work performed,
13 (iv) risks undertaken for the payment of costs in the event the case had not
14 concluded successfully, (v) general release of all claims, and (vi) the benefits
15 conferred upon all Participating Class Members.

16 10. The Court finds and determines that the \$50,000 PAGA Civil Penalty
17 Payment amount allocated as payment to the California Labor and Workforce
18 Development Agency and PAGA Members, as their share of the Settlement of civil
19 penalties under the Private Attorneys Generals Act is hereby approved.

20 11. The Court hereby grants final approval to and following the Effective
21 Date expiration periods and other conditions set forth in the Settlement Agreement
22 orders that amount be paid in accordance with the Agreement.

23 12. The Court further finds and determines that payment of the fees and
24 costs of the appointed Administrator, Simpluris, Inc., of up to \$25,000.00 for
25 services rendered and to be rendered in connection with the completion of its
26 administrative duties pursuant to the Settlement.

1 13. Without affecting the finality of this Order in any way, the Court
2 retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation and enforcement of this order and the Settlement.

4 14. Nothing in this order shall preclude any action to enforce the Parties'
5 obligations under the Settlement or under this Order.

6 15. The Parties are hereby ordered to comply with the terms of the
7 Settlement.

8 16. The Parties shall bear their own costs and attorneys' fees except as
9 otherwise provided by the Settlement Agreement and this Order Granting Class
10 Counsels' attorneys' fees and reimbursement of litigation costs.

11 17. The Court hereby enters final judgment in this case in accordance with
12 the terms of the Settlement, Order Granting Preliminary Approval of Class Action
13 Settlement, and this Order.

14 IT IS SO ORDERED.

15
16 Dated:

The Honorable Stanley Blumenfeld, Jr.
United States District Court
Central District of California-Western Division