

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement and Release (“Agreement”) is between Plaintiffs Alexis Gomez, Mario Gonzalez, Vivian Y. Ramos Valderrama, Ronelle Silas, Dominique Gonzales, and Francisco Zuleta (“Plaintiffs”) and Defendants Etai Fishbein, Rapid Pasadena Service, LLC, Rapid Sameday Logistics, LLC, Rapid Logistics Courier, LLC (collectively, “Rapid”), and Amazon Logistics, Inc. (“Amazon,” together with Rapid, “Defendants”). Plaintiffs and Defendants 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. Plaintiffs 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 *Alexis Gomez, et al., vs. Rapid Pasadena Services, LLC, et al.*, pending in the United States District Court, Central District of California, Case No. 2:21-cv-01053-GW-AFM.
- B. “Administrator” or “Settlement Administrator” means CPT Group, Inc. the third-party administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- C. “Class” means all current and former non-exempt California employees of Rapid who were employed at any time from August 27, 2015 through March 15, 2021 and assisted Rapid in fulfilling its contractual obligations to Amazon. Excluded from the Class are those Rapid employees who previously released their California wage and hour claims against Defendants.
- D. “Class Counsel” means Makarem and Associates, Lawyers *for* Justice, P.C., Law Offices of Ramin Younessi APLC, Lavi & Ebrahimian, LLP, and Law Office of Sahag Majarian II.
- 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, in an amount of up to one third (1/3) of the Gross Settlement Amount, subject to Court approval.
- F. “Class Counsel Litigation Expenses Payment” means the amount to reimburse Class Counsel for their actual litigation expenses not to exceed \$39,000.00, subject to Court approval.

- G. “Class Data List” means information for each Class Member that Rapid 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 work weeks employed as an Hourly Subclass Member or Salaried Subclass 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.
- 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 August 27, 2015 through March 15, 2021.
- K. “Class Representative Service Payment” means the payment approved by the Court to be made to each of the named Plaintiffs in their capacity as Class Representatives.
- L. “Consolidated Complaint” means the Complaint filed in the Action and attached as Exhibit A to ECF No. 1.
- M. “Court” means the United States District Court, Central District of California, Western Division.
- N. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP and Kaplan Weiss LLP.
- O. “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 Paragraph I (O) of this Agreement.
- P. “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.

- Q. “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.
- R. “Gross Settlement Amount” or “GSA” means the non-reversionary sum of \$954,000.00 which shall be inclusive of the Individual Hourly Subclass Settlement Payments to Participating Hourly Subclass Members, Individual Salaried Subclass Settlement Payments to Participating Salaried Subclass 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. Defendants’ share of employer-side payroll taxes due on the portion of the Individual Settlement Payments allocated to wages shall be paid by Rapid separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to increase pursuant to the escalator clause provision of this Agreement.

The GSA is comprised of two funds: “Fund 1” in the amount of \$864,000 representing the agreed upon settlement amount for the Hourly Subclass Members and PAGA Members, and “Fund 2” in the amount of \$90,000 representing the agreed upon settlement amount for the putative Salaried Subclass. The Hourly Subclass Members and PAGA Members are to receive Individual Hourly Subclass Settlement Payments from Fund 1 based on their total Hourly Workweeks or pay periods employed during the PAGA period and the Salaried Subclass Members are to receive Individual Salaried Subclass Settlement Payments from Fund 2 based on their total Salaried Workweeks.

- S. “Hourly Subclass” means all Class Members who appear to have been paid an hourly rate.
- T. “Hourly Subclass Member” is a member of the Hourly Subclass.
- U. “Hourly Workweeks” means a workweek within in the Class Period in which a Class Member appears to have been paid an hourly rate.
- V. “Individual Hourly Subclass Settlement Payment” means the amount paid from the Net Settlement Amount proportional to Fund 1 of the GSA (\$864,000 represents 90.57% of the GSA, therefore Individual Hourly Subclass Settlement Payments will be paid from 90.57% of the Net Settlement Amount) to a Participating Hourly Subclass 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 Hourly Subclass Settlement Payment.
- W. “Individual PAGA Payment” means the pro rata share of the \$23,750.00 (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.

- X. “Individual Salaried Subclass Settlement Payment” means the amount paid from the Net Settlement Amount proportional to Fund 2 of the GSA (\$90,000 represents 9.43% of the GSA, therefore Individual Salaried Subclass Settlement Payments will be paid from 9.43% of the Net Settlement Amount) to a Participating Salaried Subclass Member. Any Class Member who submits a request for exclusion pursuant to the procedures set forth herein is not a Participating Salaried Subclass Member and is not eligible to receive an Individual Salaried Subclass Settlement Payment.
- Y. “Individual Class Settlement Payment” means an Individual Hourly Subclass Settlement Payment or an Individual Salaried Subclass Settlement Payment.
- Z. “Judgment” means the Final Approval Order and Judgment entered by the Court.
- AA. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, 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 and Participating Subclass Members, in the form of Individual Class Settlement Payments. and Individual Subclass Settlement Payments.
- BB. “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.
- CC. “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.
- DD. “PAGA refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*
- EE. “PAGA Civil Penalty Payment” means the sum of \$95,000.00 to be paid out of the Gross Settlement Amount, designated by the Parties as PAGA civil penalties of which \$71,250.00 (75%) shall be paid pursuant to the PAGA to the Labor and Workforce Development Agency (“LWDA”), (“LWDA Payment”), and the remaining \$23,750.00 (25%) shall be paid proportionately to all PAGA Members.
- FF. “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.
- GG. “PAGA Period” means that period from July 29, 2018, through March 15, 2021.
- HH. “PAGA Release” or “PAGA Released Claims” 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 pled or that could have been alleged based

on the facts asserted in the Consolidated Complaint or letters previously submitted by Plaintiffs to the LWDA. Regardless of whether any Class Member opts out of the 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.

- II. “Participating Class Member” means a Class Member who does not submit a valid and timely request for exclusion from the Class Settlement.
- JJ. “Participating Hourly Subclass Member” means an Hourly Subclass Member who does not submit a valid and timely request for exclusion from the Class Settlement.
- KK. “Participating Salaried Subclass Member” means a Salaried Subclass Member who does not submit a valid and timely request for exclusion from the Class Settlement
- LL. “Pay Period” means the period of time corresponding to the number of semi-monthly pay periods during which a Class Member was employed by Rapid in California, during the PAGA Period.
- MM. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.
- NN. “Released Class Claims” means any and all claims and/or causes of action under any state, or federal law by Class Members against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Consolidated Complaint for (1) failure to pay minimum, regular and overtime wages, Labor Code sections 223, 510, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and IWC Wage Order No. 9-2001; (2) meal period violations, Labor Code sections 204, 218.5, 218.6, 223, 226.7, 512, 558, 558.1, 1198, and IWC Wage Order No. 9-2001; (3) rest period violations, Labor Code sections 204, 223, 226.7, 512, 558.1, 1198 and IWC Wage Order No. 9-2001; (4) failure to reimburse business expenses, Labor Code sections 2800, 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) any derivative claims under any applicable California Industrial Welfare Commission Wage Order; and any other derivative claims including claims for statutory or civil penalties (except for PAGA), liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief; (9) claims arising under the Fair Labor Standards Act; (10) or any and all claims and/or causes of action under any state, or federal law based on allegations that any and all Class Members or PAGA Members were misclassified as salaried employees, including with respect to Plaintiff Mario Gonzales. The release of these claims shall be effective for the Class Period upon the Effective Date of Settlement and upon the full funding of the Gross Settlement Amount plus the employer share of payroll taxes. 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 Hourly Subclass Settlement Payment or Individual Salaried Subclass Settlement Payment check.

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

- OO. "Released Parties" means Defendants and any of their respective 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.
- PP. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement.
- QQ. "Salaried Subclass" means all Class Members who appear to have been paid a weekly salary, including Mario Gonzalez.
- RR. "Salaried Subclass Member" is a member of the Salaried Subclass.
- SS. "Salaried Workweeks" means a workweek within in the Class Period in which a Class Member appears to have been paid a weekly salary.
- TT. "Qualified Settlement Fund" or "QSF" means the account established by the Administrator for handling of the Gross Settlement Amount and employer payroll taxes and distribution as provided by this Agreement and as ordered by the Court.
- UU. "Workweek" means Salaried Workweek and/or Hourly Workweek.

II. RECITALS

- A. On August 27, 2019, Plaintiff Alexis Gomez ("Gomez") filed a putative class action complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Alexis Gomez, individually and on behalf of all others similarly situated v. Rapid Pasadena Services, LLC, Amazon.Com Services Inc., Etai Fishbein, and Does I-20*, Case No. 19STCV30192 (the *Gomez Matter*). On November 15, 2019, Gomez filed an Amended Complaint.
- B. On September 30, 2019, Plaintiff Mario Gonzalez ("Gonzalez") filed a putative class action complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Mario Gonzalez, on behalf of himself, and all others similarly*

situated and aggrieved v. Amazon.com Services, Inc., Amazon.Com, Inc., Rapid Pasadena Services, LLC, Rapid Sameday Logistics, LLC, and Does 1-20, Case No. 19STCV34575 (the “Gonzalez Matter”).

- C. On October 16, 2019, Plaintiff Ronelle Silas (“Silas”) filed a putative class action complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Ronelle Silas, individually and on behalf of other members of the general public similarly situated v. Rapid Logistics Courier, LLC, Rapid Sameday Logistics, LLC, and Does 1-100*, Case No. 19STCV36888 (the “Silas Matter”).
- D. On December 2, 2019, Plaintiff Vivian Y. Ramos Valderrama (“Valderrama”) filed a complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Vivian Y. Ramos Valderrama v. Amazon.com Services, Inc., Amazon.Com, Inc., Rapid Pasadena Services, LLC, and Does 1-20*, Case No. 19STCV43225 (the “Valderrama Matter”). On January 22, 2020, Valderrama amended her complaint to include class allegations.
- E. On January 16, 2020, Plaintiff Dominique Gonzales (“Gonzales”) filed a putative class action complaint in the Superior Court of the State of California, County of Sacramento, entitled *Dominique Gonzales, individually and on behalf of other members of the general public similarly situated v. Rapid Logistics Courier, LLC, Rapid Logistics, LLC, Rapid Logistics, and Does 1-100*, Case No. 34-2020-00273567-CU-OE-GDS (the “Gonzales Matter”).
- F. On March 11, 2020, the Honorable Judge Daniel Buckley of the Superior Court of California, County of Los Angeles ordered the *Gomez Matter*, the *Gonzalez Matter*, the *Silas Matter*, and the *Valderrama Matter* consolidated for all purposes and designated the *Gomez Matter* as the lead case.
- G. On May 26, 2020, Plaintiff Francisco Zuleta (“Zuleta”) filed a putative class action complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Francisco Zuleta, on behalf of himself and others similarly situated v. Rapid Pasadena Services, LLC, Amazon.Com LLC, Amazon.Com Services LLC, Amazon Logistics, Inc. Amazon Fulfilment Services, Inc., and Does 1-100*, Case No. 20STCV20163 (the “Zuleta Matter”).
- H. On September 23, 2020, the Superior Court of California, County of Sacramento transferred the *Gonzales Matter* to the Superior Court of California, County of Los Angeles where it was assigned Case Number 20STCV36240.
- I. On October 5, 2020, Judge Daniel Buckley consolidated for all purposes the *Zuleta Matter* and the *Gonzales Matter* with the *Gomez Matter*, thereby creating the “Consolidated Action” consisting of the *Gomez Matter*, the *Gonzalez Matter*, the *Silas Matter*, the *Valderrama Matter*, the *Gonzales Matter*, and the *Zuleta Matter*.
- J. On December 4, 2020, Judge Buckley ordered Plaintiffs to file a consolidated complaint by December 11, 2020.

- K. On December 11, 2020, Plaintiffs filed the Consolidated Complaint against Amazon (naming Amazon.Com Services, Inc., Amazon.Com, LLC, Amazon.Com, Inc., Amazon.Com Services LLC, Amazon Fulfillment Services, Inc., Amazon Logistics, Inc.), Rapid Pasadena Services, LLC, Rapid Sameday Logistics, LLC, Rapid Logistics Courier, LLC, Rapid Logistics, LLC, Rapid Logistics, and Etai Fishbein.
- L. On January 5, 2021, Plaintiffs served the Consolidated Complaint [Dkt. 1-1] upon Defendants. The Consolidated Complaint assert claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages earned; (4) failure to pay minimum wage; (5) failure to pay overtime; (6) failure to provide accurate written wage statements; (7) failure to pay all final wages; (8) failure to indemnify employees for necessary expenditures; (9) unfair competition; and (10) civil penalties pursuant to California's Private Attorneys General Act, CA Labor Code § 2698, *et seq.* ("PAGA").
- M. On February 3, 2021, Amazon filed its Answer [Dkt. 1-2] to the Consolidated Complaint. Amazon denies any and all liability or wrongdoing of any kind associated with the claims asserted in the Action, dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class, collective action, or representative treatment. Amazon contends, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Class Members' employment. Amazon specifically denies that it employed any of the Class Members at issue. Amazon further denies any joint employer relationship with Rapid or that it employed any of the Class Members for any purposes.
- N. On February 4, 2021, Amazon removed the Action to the Court.
- O. On March 11, 2021, Rapid filed its Answer [Dkt. 10] to the Consolidated Complaint. Rapid denies any and all liability or wrongdoing of any kind associated with the claims asserted in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, among other things, it has complied with all applicable state, federal and local laws related to the Class Members' employment. Rapid further contends that for any purpose other than settlement, Plaintiffs' claims are not appropriate for class, collective action, or representative treatment.
- P. In September 2022, the Parties agreed to attend mediation with Lisa Klerman, Esq. on January 27, 2023. In advance of that mediation, sufficient informal discovery was conducted to investigate the claims, Defendants' liability and defenses, and Class-wide damages, which included, but not limited to the following: Rapid produced a significant random sample of time and pay records for Class Members, the time and pay records for the Class Representatives, relevant policies, a sample arbitration agreement, and data points requested by Class Counsel; Amazon produced its contract and related documents with Rapid. Rapid also provided the

estimated number of Class Members, pay periods, and Workweeks for the Class Period and PAGA Period.

- Q. On January 27, 2023, the Parties participated in an all-day mediation with Lisa Klerman, an experienced and respected mediator of wage and hour class actions. The Parties did not settle the Action during that mediation, but continued to negotiate afterwards with Lisa Klerman's continued assistance. On May 18, 2023, the Parties agreed to settle the Action, except that settlement discussions continued regarding the putative salaried subclass.
- R. On March 5, 2024, after months of settlement negotiations and the exchange of certain documents related to the Salaried Subclass, Plaintiff Mario Gonzalez and Defendants reached a settlement of the claims for the Salaried Subclass.
- S. This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree nothing in this Agreement is an admission by Defendants that the claims in the Action have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' 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 Defendants reserve 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 Defendants will pay under this Settlement is \$954,000.00 subject to a potential increase if the escalator clause is triggered plus employer-side payroll taxes due on the portion of the Individual Settlement Payments allocated to wages which shall be paid by Rapid separately and in addition to the Gross Settlement Amount. 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 Defendants 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 Plaintiffs:** Plaintiffs will apply to the Court for a Class Representative Service Payment of not more than \$7,500 each in addition to their Individual Class Settlement Payment shares. 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 each Plaintiff with respect to the Class Representative Service Payment. To receive the payment, Plaintiffs agree to a Code of Civil Procedure section 1542 waiver and a general release of all claims, excluding any claims that they cannot release as a matter of law, such as claims for workers' compensation, and social security benefits.

2. **To Class Counsel:** The Class Counsel Fees Payment of not more than one-third of the Gross Settlement, currently estimated to be \$318,000, and Class Counsel Litigation Expenses Payment of not more than \$39,000. Defendants 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.
3. **To LWDA.** The Parties will seek approval from the Court for the PAGA Civil Penalty Payment, of which 75% will be paid to the LWDA and 25% will 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. PAGA Penalties in the amount of \$95,000.00 are to be paid from the Gross Settlement Amount, with 75% (\$71,250.00) allocated to the LWDA PAGA Payment and 25% (\$23,750.00) allocated to the Individual PAGA Payments. 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 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. ("Administration Expenses").
5. If the Court approves any payment described above in Paragraph III 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 shall be distributed to Participating Class Members based upon the number of number of Salaried Workweeks and Hourly Workweeks. The Net Settlement Amount is determined by deducting the anticipated Court-approved payments as follows:

1. **Individual Hourly Subclass Settlement Payment.** Individual Hourly Subclass 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 Hourly Workweeks; this sum shall be known as the “Hourly Workweek Total;” (ii) Second, the Administrator will divide the Net Settlement Amount proportional to Fund 1 of the GSA (\$864,000 represents 90.57% of the GSA, therefore Individual Hourly Subclass Settlement Payments will be paid from 90.57% of the Net Settlement Amount) by the Hourly Workweek Total to determine the settlement value of each eligible Hourly Workweek; this shall be known as the “Hourly Workweek Value;” (iii) Third, the Administrator will multiply the number of Hourly Workweeks of a Participating Class Member during the Class period by the Workweek Value to determine the Participating Hourly Subclass Member’s Individual Hourly Subclass Settlement Payment.

2. **Individual Subclass Settlement Payment.** Individual Salaried Subclass 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 Salaried Workweeks; this sum shall be known as the “Salaried Workweek Total,” (ii) Second, the Administrator will divide the Net Settlement Amount proportional to Fund 2 of the GSA (\$90,000 represents 9.43% of the GSA, therefore Individual Subclass Settlement Payments will be paid from 9.43% of the Net Settlement Amount) by the Salaried Workweek Total to determine the settlement value of each eligible Salaried Workweek; this shall be known as the “Salaried Workweek Value;” (iii) Third, the Administrator will multiply the number of Salaried Workweeks of a Participating Subclass Member during the Class Period by the Salaried Workweek Value to determine the Participating Salaried Subclass Member’s Individual Salaried Subclass Settlement Payment.

3. **Allocation of the Settlement Payment, and Tax Forms.**

- a. The Administrator shall allocate one-fifth (20%) 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), based on available withholdings data provided by Rapid.
- b. The Administrator shall allocate four-fifths (80%) of each Participating Class Member’s Individual Class Settlement Payment to the claims for interest, expenses, and statutory penalties allegedly due to Class Members (collectively “Non-Wage Portion”). The Non-Wage Portion shall also include the sum of the civil penalties attributable to Individual PAGA Payments.

The Non-Wage Portion shall not be subject to wage withholdings. The Administrator shall report these payments on one IRS Form 1099.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members, i.e. those who returned a valid and timely request for exclusion, will not receive an Individual Class Settlement Payment, 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 Hourly Workweeks and Salaried Workweeks 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 CPT Group, Inc., to serve as the Administrator. 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; determining the amount of employer payroll taxes due under the 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, Plaintiffs 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, Plaintiffs as the Class

Representatives, and CPT Group, 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 Defendants' 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 seven (7) business days in advance of the filing of such documents to allow Defendants' Counsel reasonable time to review and comment on such papers and further agree to reasonably incorporate the comments from Defendants' Counsel to the extent possible. 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.
- 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.
- d. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements for class or representative treatment of any of the claims in the Action. If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (ii) Defendants are liable to Plaintiff or any Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendants expressly reserve all rights to challenge certification of a class, or Plaintiff's ability to maintain a representative action, for all purposes. Likewise, this Agreement shall not constitute, in this or any other proceeding, an admission of

any kind by any Plaintiff, as to the validity of any of Defendant's arguments against class certification, whether or not raised.

2. **LWDA, CAFA Notices:**

- a. At or around the same time as they submit this Settlement Agreement to the Court for preliminary approval, Class Counsel shall submit a copy of this Settlement Agreement to the LWDA, as required by California Labor Code § 2699(1)(2). Within ten (10) business days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Final Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(1)(3).
- b. Within ten (10) business days following the filing of the Motion for Preliminary Approval, Defendants shall serve a notice of the proposed Settlement in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* (the "CAFA Notice.") upon the Attorney General of the State of California, the United States Attorney General, and the appropriate state official in each state in which a Class Member reportedly resides at the time of CAFA Notice according to Defendants' records and as updated following a National Change of Address search.

3. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, the Notice Packet will be mailed to all Class Members as follows:

- a. No later than thirty (30) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Rapid 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 Defendants' 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 Defendants 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 Defendants, 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 Defendants 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 Defendants' 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 Defendants' Counsel
 - f. No later than thirty-five (35) days before the date Plaintiffs 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.
4. **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 Workweeks and/or 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 forty-five (45) 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 Defendants' Counsel with this notice no later forty-five (45) 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 Workweeks or Pay Periods.** Class Members may dispute the number of Hourly Workweeks or Salaried Workweeks the Class Notice allocates to them during the Class Period, or the number of Pay Periods allocated to them for the PAGA Period and they must do so no later than forty-five (45) 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, Defendants' 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 Class portion of the Settlement must postmark and mail to the Administrator a written request for exclusion no later than forty-five (45) 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. Defendants 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 Defendants 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. Any Class Member who is also a PAGA Member and who properly requests an exclusion 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 an Individual Class 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 an 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 Defendants' Counsel with a complete and accurate count of Participating Class Members and Non-Participating Class Members.

5. **Right of Defendants to Reject Settlement.** If more than five (5) percent of the Class Members return valid and timely requests for exclusion, Defendants 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 Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administration Expenses incurred as of the date that Defendants exercise the right to void the Settlement. Defendants must notify Class Counsel and the Court whether they are exercising this right to void no later than ten (10) days after the Administrator notifies the Parties of the number of valid requests for exclusion received and such number is sufficient to constitute greater than five (5) percent of the Class Members. If Defendants exercise 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.

6. In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In the event of conditions (i)-(iii) described in this Paragraph, 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.
7. **Escalator Clause.** In negotiating this Settlement, Defendants represented that there were 28,200 Workweeks collectively worked by the Class Members during the Class Period. If it is determined that the total number of Hourly Workweeks collectively worked by the Class Members during the Class Period is more than 10% greater than this figure (i.e., 31,020 Hourly Workweeks), then Defendants shall have the option to increase Fund 1 on a proportional basis to the extent the threshold is exceeded (e.g., if the total number of Hourly Workweeks was actually 11% more than 28,200, then Fund 1 will increase by one percent (1%)). Further, Defendants represent that there were 12 Salaried Subclass Members who appeared to have been paid a weekly salary for a total of 182 Workweeks during the period from May 17, 2018, through November 15, 2019. If it is determined that the total number of Salaried Workweeks collectively worked by the Salaried Subclass Members is more than 10% greater than this figure (i.e., greater than 200.2 Salaried Workweeks), then Defendants shall have the option to increase Fund 2 on a proportional basis to the extent the threshold is exceeded (e.g., if the total number of Salaried Workweeks was actually 11% more than 182, then Fund 2 will increase by one percent (1%)). If Defendants choose not to pay the additional pro rata amount and the actual number of Hourly Workweeks or Salaried Workweeks is greater than 10% above, or does not remit payment of the increased cost of claims administration pursuant to this paragraph, Plaintiffs may rescind the Settlement on behalf of the Class. If Plaintiffs exercise this option, 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.
8. **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.

9. 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, Plaintiffs 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 Representatives Service Payments, 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 Defendants' Counsel with drafts of all documents they intend to submit in support of the Motion for Final Approval at least seven (7) business days in advance of the filing to allow Defendants' Counsel reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Defendants' Counsel to the extent possible. 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 Plaintiffs 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.

10. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs, 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.
11. **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 Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
12. **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 Defendants' Counsel electronic wiring instructions for paying the Gross Settlement Amount (\$954,000.00) into the QSF. The Administrator will also inform Defendants of the amount to be transmitted to the QSF to pay for the employer's share of payroll taxes. Defendants shall fund the QSF with the Gross Settlement Amount and the

amount necessary to pay the share of employer payroll taxes no later than twenty (20) business days after receiving the wiring instructions from the Administrator. Within fourteen (14) days after Defendants fund 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 Plaintiffs, 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. To the extent practicable, and to ease administrative costs and burdens, the Administrator can provide only a single check covering the Individual Hourly Subclass Settlement Payment, Individual Salaried Subclass Settlement Payment and Individual PAGA Payment to employees who are entitled to more than one of these payments. The Judgment cannot become Final, and Defendants 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.

13. **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.
14. **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.
15. 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 the 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 all Plaintiffs.
2. **PAGA Members.** As of the Effective Date, all PAGA Members are bound by the PAGA Release.
3. **Plaintiffs.** As of the Effective Date, Plaintiffs hereby fully and finally release Defendants 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 their work with Defendants (“Plaintiffs’ Released Claims”). Plaintiffs’ 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 Plaintiffs’ relationship, or termination of relationship, with any Released Party through the Effective Date for any type of relief. Plaintiffs further covenants that they will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiffs’ 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. **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment,

Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish 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 Defendants 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 Plaintiffs or Participating Class Members. Amounts paid to Plaintiffs and/or 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 Plaintiffs and/or Class Members.
- H. **Limitation on Public Statements About Settlement.** Plaintiffs 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 with respect to approval of 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.

IV. MISCELLANEOUS TERMS.

1. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendants deny any and all liability or wrongdoing of any kind associated with the claims asserted in the Action, dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class, collective action, or representative treatment. This Settlement is a compromise of disputed claims. Nothing

contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Class Members' employment. Amazon specifically denies that it employed any of the Class Members at issue. Amazon further denies any joint employer allegation or relationship or that it employed or jointly employed any of the Class Members for any purposes. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendants collectively or individually, or an admission that class, collective, or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154 and Federal Rule of Evidence 408, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any other litigation or agency or arbitration proceeding as necessary to approve, interpret, or enforce this Settlement, or to support a stay of such litigation or proceeding, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

- 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 Plaintiffs or Defendants 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.** The Parties warrant and represent that Class Counsel and Defendants' Counsel are authorized by Plaintiffs and Defendants, 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 Defendants' 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 Defendants 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, Plaintiffs and Class Counsel will return or destroy and confirm in writing to Defendants' Counsel the destruction of all such documents and data; provided, however, that Class Counsel may retain any such documents and data for any period of time required by law and any period of time sufficient to cover the statute of limitations for any potential malpractice claim.
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 (i) the date of transmission if sent via email or (ii) the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Makarem and Associates

Daniel Joseph Bass

Email: bass@law-rm.com

Ronald W Makarem

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brian.fahy@morganlewis.com

Kaplan Weiss LLP

Jonathon H Kaplan
Yitz E Weiss
355 South Grand Avenue Suite 2450
Los Angeles, CA 90071
Telephone: 213-553-4550 / Fax: 213-553-4590
kaplan@kaplanweiss.com
weiss@kaplanweiss.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.
18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

APPROVED:

Plaintiff

04 / 03 / 2025
Dated: _____, 2025

By:  _____
Alexis Gomez

Plaintiff

Dated: _____, 2025

By: _____
Ronelle Silas

Plaintiff

Dated: _____, 2025

By: _____
Mario Gonzalez

Plaintiff

Dated: _____, 2025

By: _____
Vivian Y. Ramos Valderrama

Plaintiff

Dated: _____, 2025

By: _____
Dominique Gonzales

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

APPROVED:

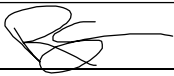
Plaintiff

Dated: _____, 2025

By: _____
Alexis Gomez

Plaintiff

Dated: 03/19/2025 _____, 2025

By:  _____
Ronelle Silas

Electronically Signed: 2025-03-20 02:37:32 UTC - 172.56.179.212
Nintex AssureSign® 6a7c7cd3-4e95-4e8a-93cf-b2a5012833c3

Plaintiff

Dated: _____, 2025

By: _____
Mario Gonzalez

Plaintiff

Dated: _____, 2025

By: _____
Vivian Y. Ramos Valderrama

Plaintiff

Dated: _____, 2025

By: _____
Dominique Gonzales

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

APPROVED:

Plaintiff

Dated: _____, 2025

By: _____
Alexis Gomez

Plaintiff

Dated: _____, 2025

By: _____
Ronelle Silas

Plaintiff

Dated: 03 / 18 / 2025
_____, 2025

By: _____
Mario Gonzalez

Plaintiff

Dated: _____, 2025

By: _____
Vivian Y. Ramos Valderrama

Plaintiff

Dated: _____, 2025

By: _____
Dominique Gonzales

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

APPROVED:

Plaintiff

Dated: _____, 2025

By: _____
Alexis Gomez

Plaintiff

Dated: _____, 2025

By: _____
Ronelle Silas

Plaintiff

Dated: _____, 2025

By: _____
Mario Gonzalez

Plaintiff

Dated: 03 / 31 / 2025
_____, 2025

By:  _____
Vivian Y. Ramos Valderrama

Plaintiff

Dated: _____, 2025

By: _____
Dominique Gonzales

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

APPROVED:

Plaintiff

Dated: _____, 2025

By: _____
Alexis Gomez

Plaintiff

Dated: _____, 2025

By: _____
Ronelle Silas

Plaintiff

Dated: _____, 2025

By: _____
Mario Gonzalez

Plaintiff

Dated: _____, 2025

By: _____
Vivian Y. Ramos Valderrama

Plaintiff

Dated: 03/19/2025 _____, 2025

By:

Electronically Signed

2025-03-19 18:56:25 UTC - 97.178.45.129

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Dominique Gonzales

Plaintiff

Dated: 03/21/2025, 2025

By: *Francisco Zuleta*
Francisco Zuleta

Defendant Amazon Logistics, Inc.

Dated: _____, 2025

By: _____
[name]
Title: _____

Defendant Rapid Pasadena Services, LLC

Dated: _____, 2025

By: _____
[name]
Title: _____

Defendant Rapid Logistics Courier, LLC

Dated: _____, 2025

By: _____
[name]
Title: _____

Defendant Rapid Sameday Logistics, LLC

Dated: _____, 2025

By: _____
[name]
Title: _____

APPROVED AS TO FORM ONLY:

Makarem and Associates

Dated: _____, 2025

By: _____
Daniel Joseph Bass
Ronald W Makarem
Attorneys for Plaintiff Alexis Gomez

Plaintiff

Dated: _____, 2025

By: _____
Francisco Zuleta

Defendant Amazon Logistics, Inc.

Dated: May 2, 2025, 2025

DocuSigned by:
By: Zane Brown
0AG4AA6DEE2D4A8...
[name]
Title: Authorized Representative

Defendant Rapid Pasadena Services, LLC

Dated: _____, 2025

By: _____
[name]
Title: _____

Defendant Rapid Logistics Courier, LLC

Dated: _____, 2025

By: _____
[name]
Title: _____

Defendant Rapid Sameday Logistics, LLC

Dated: _____, 2025

By: _____
[name]
Title: _____

APPROVED AS TO FORM ONLY:

Makarem and Associates

Dated: April 3, 2025

By: Daniel Bass
Daniel Joseph Bass
Ronald W Makarem
Attorneys for Plaintiff Alexis Gomez

Plaintiff

Dated: _____, 2025

By: _____
Francisco Zuleta

Defendant Amazon Logistics, Inc.

Dated: _____, 2025

By: _____
[name]
Title: _____

Defendant Rapid Pasadena Services, LLC

Dated: _____, 2025

By: Amber Huerta
Amber Huerta (May 13, 2025 13:56 PDT)
[name] Amber Huerta
Title: Authorized Representative

Defendant Rapid Logistics Courier, LLC

Dated: _____, 2025

By: Amber Huerta
Amber Huerta (May 13, 2025 13:56 PDT)
[name] Amber Huerta
Title: Authorized Representative

Defendant Rapid Sameday Logistics, LLC

Dated: _____, 2025

By: Amber Huerta
Amber Huerta (May 13, 2025 13:56 PDT)
[name] Amber Huerta
Title: Authorized Representative

APPROVED AS TO FORM ONLY:

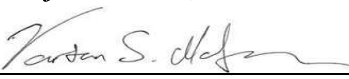
Makarem and Associates

Dated: _____, 2025

By: _____
Daniel Joseph Bass
Ronald W Makarem
Attorneys for Plaintiff Alexis Gomez

Lawyers for Justice, P.C.

Dated: March 20, 2025

By: 
Edwin Aiwanian
Arby Aiwanian
Vartan Madoyan
Attorneys for Plaintiffs Ronelle Silas and
Dominique Gonzales

Law Offices of Ramin Younessi APLC

Dated: _____, 2025

By: _____
Ramin R Younessi
Samantha Ortiz
Attorneys for Plaintiff Mario Gonzalez and
Vivian Y. Ramos Valderrama

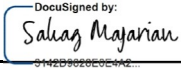
Lavi & Ebrahimian, LLP

Dated: _____, 2025

By: _____
Jordan D. Bello
Joseph Lavi
Attorneys for Plaintiff Francisco Zuleta

Law Office of Sahag Majarian II

Dated: 4/22/2025, 2025

By: 
Sahag Majarian, II
Attorney for Plaintiff Francisco Zuleta

Morgan, Lewis & Bockius, LLP

Dated: _____, 2025

By: _____
Max Fischer
Brian D. Fahy
Attorneys for Defendant Amazon Logistics, Inc.

Kaplan Weiss LLP

Dated: _____, 2025

By: _____
Jonathon H Kaplan
Yitz E Weiss
Attorneys for Defendants Rapid Pasadena Services,
LLC, Rapid Logistics Courier, LLC, and Rapid
Sameday Logistics, LLC

Lawyers for Justice, P.C.

Dated: _____, 2025

By: _____
Edwin Aiwazian
Arby Aiwazian
Vartan Madoyan
Attorneys for Plaintiffs Ronelle Silas and
Dominique Gonzales

Law Offices of Ramin Younessi APLC

Dated: March 31, 2025

By:  _____
Ramin R Younessi
Samantha Ortiz
Attorneys for Plaintiff Mario Gonzalez and
Vivian Y. Ramos Valderrama

Lavi & Ebrahimian, LLP

Dated: _____, 2025

By: _____
Jordan D. Bello
Joseph Lavi
Attorneys for Plaintiff Francisco Zuleta

Law Office of Sahag Majarian II

Dated: _____, 2025

By: _____
Sahag Majarian, II
Attorney for Plaintiff Francisco Zuleta

Morgan, Lewis & Bockius, LLP

Dated: _____, 2025

By: _____
Max Fischer
Brian D. Fahy
Attorneys for Defendant Amazon Logistics, Inc.

Kaplan Weiss LLP

Dated: _____, 2025

By: _____
Jonathon H Kaplan
Yitz E Weiss
Attorneys for Defendants Rapid Pasadena Services,
LLC, Rapid Logistics Courier, LLC, and Rapid
Sameday Logistics, LLC

Lawyers for Justice, P.C.

Dated: _____, 2025

By: _____
Edwin Aiwarzian
Arby Aiwarzian
Vartan Madoyan
Attorneys for Plaintiffs Ronelle Silas and
Dominique Gonzales

Law Offices of Ramin Younessi APLC

Dated: _____, 2025

By: _____
Ramin R Younessi
Samantha Ortiz
Attorneys for Plaintiff Mario Gonzalez and
Vivian Y. Ramos Valderrama

Lavi & Ebrahimian, LLP

Dated: 03/24/2025, 2025

By:  _____
Jordan D. Bello
Joseph Lavi
Attorneys for Plaintiff Francisco Zuleta

Law Office of Sahag Majarian II

Dated: _____, 2025

By: _____
Sahag Majarian , II
Attorney for Plaintiff Francisco Zuleta

Morgan, Lewis & Bockius, LLP

Dated: _____, 2025

By: _____
Max Fischer
Brian D. Fahy
Attorneys for Defendant Amazon Logistics, Inc.

Kaplan Weiss LLP

Dated: _____, 2025

By: _____
Jonathon H Kaplan
Yitz E Weiss
Attorneys for Defendants Rapid Pasadena Services,
LLC, Rapid Logistics Courier, LLC, and Rapid
Sameday Logistics, LLC

Lawyers for Justice, P.C.

Dated: _____, 2025

By: _____
Edwin Aiwazian
Arby Aiwazian
Vartan Madoyan
Attorneys for Plaintiffs Ronelle Silas and
Dominique Gonzales

Law Offices of Ramin Younessi APLC

Dated: _____, 2025

By: _____
Ramin R Younessi
Samantha Ortiz
Attorneys for Plaintiff Mario Gonzalez and
Vivian Y. Ramos Valderrama

Lavi & Ebrahimian, LLP

Dated: _____, 2025

By: _____
Jordan D. Bello
Joseph Lavi
Attorneys for Plaintiff Francisco Zuleta

Law Office of Sahag Majarian II

Dated: _____, 2025

By: _____
Sahag Majarian , II
Attorney for Plaintiff Francisco Zuleta

Morgan, Lewis & Bockius, LLP

Dated: May 20 _____, 2025

By: _____

Max Fischer
Brian D. Fahy
Attorneys for Defendant Amazon Logistics, Inc.

Kaplan Weiss LLP

Dated: May 13, 2025 _____, 2025

By: _____

Jonathon H Kaplan
Yitz E Weiss
Attorneys for Defendants Rapid Pasadena Services,
LLC, Rapid Logistics Courier, LLC, and Rapid
Sameday Logistics, LLC

EXHIBIT A

[NOTICE OF CLASS ACTION SETTLEMENT]

EXHIBIT A

[NOTICE OF CLASS ACTION SETTLEMENT]

EXHIBIT B

[CHANGE OF ADDRESS FORM]

EXHIBIT B

[CHANGE OF ADDRESS FORM]

