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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MOISES DE LEON, individually and on
behalf of all other aggrieved employees

Plaintiff,

vs.

GARY D. NELSON ASSOCIATES, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants

CASE NO. RIC1905472

[Hon. Craig Riemer, Dept. 1]

**AMENDED STIPULATION OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: October 30, 2019

Trial Date: None Set

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1 IT IS HEREBY STIPULATED, by and between plaintiffs Moises De Leon (“De Leon”),
2 Joshua Landeros (“Landeros”), and George Hill (“Hill”), individually and on behalf of all others
3 similarly situated, on the one hand, and defendants Gary D. Nelson Associates, Inc. (“Nelson”) and Coupang Global LLC (“Coupang”), on the other hand, and subject to the approval of the
4 Court, that the claims alleged in the Action are hereby compromised and settled pursuant to the
5 terms and conditions set forth in this Amended Stipulation of Class and Representative Action
6 Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
7 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and
8 terms set forth herein which by this reference become an integral part of this Stipulation.
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10 **DEFINITIONS**

11 1. “Action” means the putative class and representative action entitled *De Leon v.*
12 *Gary D. Nelson Associates, Inc.*, Riverside County Superior Court Case No. RIC1905472.

13 2. “Aggrieved Employees” means all individuals employed by Nelson as non-
14 exempt, hourly employees who are or were assigned to the Coupang fulfillment center in
15 Riverside, California at any time during the PAGA Period.

16 3. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for Class
17 Counsel’s litigation and resolution of this Action (not to exceed one-third of the Maximum
18 Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection
19 with this Action.

20 4. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Deanna S. Leifer
21 of Matern Law Group, PC.

22 5. “Class Information” means information regarding Class Members and Aggrieved
23 Employees that Defendants shall in good faith compile from their records and shall be authorized
24 by the Court to transmit in a secured manner to the Settlement Administrator. Class Information
25 shall be transmitted in electronic form and shall include each Class Member and Aggrieved
26 Employee’s full name; last known address; Social Security number; and total number of
27 Compensable Workweeks.
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1 6. “Class Members” means all individuals employed by Nelson as non-exempt,
2 hourly employees who are or were assigned to the Coupang fulfillment center in Riverside,
3 California at any time during the Class Period.

4 7. “Class Notice” means the Notice of Class and Representative Action Settlement,
5 substantially in the form attached hereto as **Exhibit 1**, which shall be subject to Court approval
6 and which the Settlement Administrator shall mail to each Class Member explaining the terms of
7 this Stipulation and the Settlement.

8 8. “Class Period” means the period from August 27, 2018 through October 16, 2020.

9 9. “Class Representative Service Awards” means the amounts the Court authorizes to
10 be paid to Plaintiffs, in addition to Plaintiffs’ Individual Settlement Payments, in recognition of
11 Plaintiffs’ efforts and risks in prosecuting the Action.

12 10. “Compensable Workweeks” means the total number of weeks during which a
13 Class Member or Aggrieved Employee performed work at the Coupang fulfillment center in
14 Riverside, California as a non-exempt employee of Nelson during the Class Period and/or PAGA
15 Period, based on Defendants’ records, and which shall be used to calculate Individual Settlement
16 Payments.

17 11. “Defendants” means defendants Gary D. Nelson Associates, Inc. and Coupang
18 Global LLC.

19 12. “Defense Counsel” means Tanja L. Darrow and Cassidy C. Veal of Littler
20 Mendelson, P.C. and Steven L. Friedlander and Tatyana Shmygol of SV Employment Law Firm
21 PC.

22 13. “Effective Date” means the date after the appeals period has run following the
23 final approval order, regardless of whether there is an objection or an appeal.

24 14. “Employer’s Share of Payroll Taxes” means Defendants’ portion of payroll taxes,
25 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
26 Payments that constitutes wages. The Employer’s Share of Payroll Taxes shall be submitted by
27 Defendants to the Settlement Administrator in addition to the Maximum Settlement Amount.

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1 15. “Final Approval Hearing” means the hearing to be conducted by the Court after
2 the filing of an appropriate motion by Plaintiffs and following appropriate notice to Class
3 Members giving Class Members an opportunity to request exclusion from the class and
4 Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court
5 finally approve the Settlement, enter the Judgment, and take other appropriate action.

6 16. “Individual Settlement Payment” means the amount payable from the Net
7 Settlement Amount to each Settlement Class Member and Aggrieved Employee.

8 17. “Information Sheet” means the form that shall be prepared by the Settlement
9 Administrator and sent to each Class Member that sets forth the total number of Compensable
10 Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially
11 in the form attached hereto as **Exhibit 2**.

12 18. “Judgment” means the judgment to be entered by the Court upon granting final
13 approval of the Settlement and this Stipulation as binding upon the Parties and Settlement Class
14 Members.

15 19. “LWDA” means the California Labor and Workforce Development Agency.

16 20. “Maximum Settlement Amount” means the maximum amount Defendants shall
17 have to pay in connection with this Settlement, by way of a common fund, which shall be
18 inclusive (without limitation) of all Individual Settlement Payments to Settlement Class Members
19 and/or Aggrieved Employees, the Attorneys’ Fees and Expenses, the Class Representative
20 Service Awards, Settlement Administration Costs, and the PAGA Payment. The Maximum
21 Settlement Amount shall exclude the Employer’s Share of Payroll Taxes. The Maximum
22 Settlement Amount that Defendants shall be required to pay is One Million Four Hundred
23 Thousand Dollars (\$1,400,000.00).

24 21. “Net Settlement Amount” means the Maximum Settlement Amount, less the
25 Attorneys’ Fees and Expenses, the Class Representative Service Awards, Settlement
26 Administration Costs, and the PAGA Payment.

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22. “Notice of Objection” means the form that shall be sent to each Class Member and that a Class Member can return to the Settlement Administrator to object to the Settlement, substantially in the form attached hereto as **Exhibit 3**.

23. “Notice Packet” means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, including the Class Notice and Information Sheet, both in English and Spanish.

24. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

25. “PAGA Payment” means the amount payable from the Maximum Settlement Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees. The PAGA Payment shall be One Hundred Thousand Dollars (\$100,000.00).

26. “PAGA Period” means the period from August 27, 2018 through October 16, 2020.

27. “Parties” means Plaintiffs and Defendants.

28. “Plaintiffs” means plaintiffs Moises De Leon, Joshua Landeros, and George Hill.

29. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this Stipulation, among other things.

30. “Released Parties” means Defendants, non-defendants Coupang LLC, Coupang USA, Inc., and their present or former officers, directors, and employees.

31. “Request for Exclusion” means the form that shall be sent to each Class Member and that a Class Member can return to the Settlement Administrator opt out of, or exclude oneself from, the Settlement, substantially in the form attached hereto as **Exhibit 4**.

32. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class

Members may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of Compensable Workweeks stated on their respective Information Sheet.

33. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation.

34. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) translating the Class Notice and Information Sheet into Spanish; (ii) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (iii) preparing and submitting to Settlement Class Members and/or Aggrieved Employees and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing: Individual Settlement Payments, the Class Representative Service Awards, the Attorneys’ Fees and Expenses, and the PAGA Payment to the LWDA; (v) processing and validating Requests for Exclusion and Notices of Objection; (vi) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

35. “Settlement Administrator” means Rust Consulting, Inc.

36. “Settlement Class Members” means Plaintiffs and all other Class Members who do not submit a valid and timely Request for Exclusion.

RECITALS

37. Procedural History. On October 30, 2019, De Leon filed a lawsuit against Nelson in Riverside County Superior Court, alleging a single cause of action for penalties under PAGA.

38. On August 14, 2020, the Parties participated in a private mediation session with mediator Jill Sperber, Esq. At the end of the mediation, Ms. Sperber made a mediator’s proposal outlining the material terms of a proposed class action and PAGA settlement. The Parties accepted the mediator’s proposal, subject to the Parties entering into a more comprehensive

1 written settlement agreement. A Memorandum of Understanding (“MOU”) was fully executed
2 on September 22, 2020.

3 39. On October 26, 2020, Plaintiffs filed a First Amended Complaint (“FAC”), adding
4 Landeros and Hill as named plaintiffs and proposed class representatives and adding Coupang as
5 a defendant. The FAC alleges causes of action on behalf of a putative class from August 27,
6 2018 through October 16, 2020 for: (1) failure to provide meal periods; (2) failure to authorize
7 and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5)
8 failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate
9 itemized statements; (7) failure to maintain required records; (8) failure to indemnify employees
10 for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business
11 practices; and (10) penalties under PAGA, as a representative action.

12 40. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
13 Counsel recognize the expense and length of continued proceedings necessary to litigate
14 Plaintiffs’ claims in the Action through trial and through any possible appeals. Plaintiffs also
15 have taken into account the uncertainty and risks of the outcome of further litigation, and the
16 difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of
17 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
18 generally and in response to Defendants’ defenses thereto, and the difficulties in establishing
19 damages, penalties, restitution and other relief sought in the Action. Plaintiffs and Class Counsel
20 also have taken into account Defendants’ agreement to enter into a settlement that confers
21 substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class
22 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
23 reasonable and is in the best interests of all Class Members.

24 41. Defendants’ Reasons for Settlement. Defendants have concluded that any further
25 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
26 Defendants’ time, energy, and resources have been, and unless this Settlement is completed, shall
27 continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have
28 taken into account the risks of further litigation in reaching their decision to enter into this

1 Settlement. Even though Defendants contend they are not liable for any of the claims alleged by
2 Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
3 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendants
4 have asserted and continue to assert that the claims alleged by Plaintiffs have no merit and do not
5 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
6 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
7 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
8 admission by or against Defendants as to the merits or lack thereof of the claims asserted in the
9 Action. Defendants contend that they have complied with all applicable state, federal and local
10 laws.

11 **TERMS OF SETTLEMENT**

12 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
13 set forth herein, the Parties agree, subject to the Court's approval, as follows:

14 42. Binding Settlement. This Settlement shall bind the Parties and all Settlement
15 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
16 Court's approval.

17 43. Tax Liability. The Parties make no representations as to the tax treatment or legal
18 effect of the payments specified herein, and Class Members are not relying on any statement or
19 representation by the Parties, Class Counsel, or Defense Counsel in this regard. Class Members
20 and Class Counsel understand and agree that Class Members shall be responsible for the payment
21 of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties,
22 Class Counsel, and Defense Counsel free and harmless from and against any claims resulting
23 from treatment of such payments as non-taxable, including the treatment of such payments as not
24 subject to withholding or deduction for payroll and employment taxes.

25 44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
26 of this Stipulation, and no written communication or disclosure between or among the Parties,
27 Class Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any
28 such communication or disclosure constitute or be construed or be relied upon as, tax advice

1 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
2 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
3 independent legal and tax counsel for advice (including tax advice) in connection with this
4 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any other
5 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
6 communication or disclosure by any attorney or advisor to any other party to avoid any tax
7 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any
8 other party has imposed any limitation that protects the confidentiality of any such attorney's or
9 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
10 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
11 transaction contemplated by this Stipulation.

12 45. Preliminary Approval of Settlement. Plaintiffs shall move the Court to enter the
13 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes
14 only and setting a Final Approval Hearing date. Plaintiffs shall file the motion for preliminary
15 approval within twenty (20) business days after the Parties execute the Stipulation. The Parties
16 agree to work diligently and cooperatively to have this Settlement presented to the Court for
17 preliminary approval. The Preliminary Approval Order shall provide for, among other things, the
18 Notice Packet to be sent to Class Members as specified herein. The Parties agree that provisional
19 certification of the class is for settlement purposes only and is in no way an admission by
20 Defendants in the Action or in any other proceeding that class certification is proper.

21 46. Release of Claims.

22 a. Settlement Class Members' Released Claims. Upon the Effective Date, all
23 Settlement Class Members shall be deemed to have released the Released Parties from all claims,
24 demands, rights, liabilities and/or causes of action arising at any time during the Class Period that
25 were pleaded in the original complaint and the FAC, as well as any and all claims, demands,
26 rights, liabilities and/or causes of action that could have been asserted based on the facts pleaded
27 in the original complaint or the FAC, including, without limitation, claims under California Labor
28 Code sections 201-203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2698 et seq.,

1 2802, the applicable IWC Wage Order, or Section 17200 of the California Business and
2 Professions Code, and common law claims based on the foregoing, including, but not limited to,
3 conversion, which arose during the Class Period..

4 b. LWDA and Plaintiffs' Released Claims. Upon the Effective Date,
5 Plaintiffs and the LWDA shall be deemed to have released the Released Parties from any and all
6 claims and/or causes of action under PAGA which are described in the notice sent by Plaintiffs to
7 the LWDA and based upon the factual allegations set forth in the operative complaint and arising
8 at any time during the PAGA Period.

9 c. Plaintiffs' Released Claims. Upon the Effective Date, Plaintiffs shall be
10 deemed to have released the Released Parties from any and all claims, demands, rights, liabilities,
11 and/or causes, of any form whatsoever, arising under federal, state, local, or common laws, rules,
12 or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that
13 have been or could have been asserted by Plaintiffs, or Plaintiffs' heirs, successors and/or assigns,
14 whether directly, indirectly, representatively, derivatively or in any other capacity, against
15 Defendants or any of the other Released Parties, arising at any time prior to entry of the
16 Judgment, including but not limited to those claims raised in the Action, and those arising from or
17 related to Plaintiffs' employment with or work for Defendants. This release excludes only the
18 release of claims not permitted by law.

19 As to the Released Claims only, Plaintiffs expressly waive all rights and benefits under the
20 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
22 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
23 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
24 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
25 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
26 **THE DEBTOR OR RELEASED PARTY.**

27 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
28 full and complete release and discharge of all of their Released Claims, Plaintiffs expressly

1 acknowledge that this Settlement is intended to include in its effect, without limitation, all
2 Released Claims which Plaintiffs do not know or suspect to exist in their favor at the time of
3 execution hereof, and that the Settlement contemplates the extinguishment of all such Released
4 Claims.

5 47. Settlement Administration.

6 a. Within fourteen (14) days of entry of the Preliminary Approval Order,
7 Defendants shall provide the Settlement Administrator with the Class Information for purposes of
8 mailing the Notice Packets to Class Members.

9 i. Notice by First Class U.S. Mail. Upon receipt of the Class
10 Information, the Settlement Administrator shall perform a search based on the National Change
11 of Address Database maintained by the United States Postal Service to update and correct any
12 known or identifiable address changes. Within twenty (20) days after receiving the Class
13 Information from Defendant as provided herein, the Settlement Administrator shall mail copies of
14 the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement
15 Administrator shall exercise its best judgment to determine the current mailing address for each
16 Class Member. The address identified by the Settlement Administrator as the current mailing
17 address shall be presumed to be the most current mailing address for each Class Member. The
18 Parties agree that this procedure for notice provides the best notice practicable to Class Members
19 and fully complies with due process.

20 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
21 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
22 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
23 Settlement Administrator shall promptly attempt to determine a correct address by the use of
24 skip-tracing, or other type of automated search, using the name, address and/or Social Security
25 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
26 whose Notice Packet was returned as non-deliverable, assuming another mailing address is
27 identified by the Settlement Administrator. If a Notice Packet is re-mailed to a Class Member
28 less than ten (10) days prior to the Response Deadline, the Class Member shall have their

1 Response Deadline extended by ten (10) days from the date the Settlement Administrator re-mails
2 the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to
3 have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the
4 Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be
5 bound by all terms of the Settlement and the Judgment.

6 iii. Determination of Individual Settlement Payments. The Settlement
7 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
8 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
9 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
10 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court.
11 In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

12 iv. Disputes Regarding Administration of Settlement. Any dispute not
13 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
14 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
15 confer in good faith and make use of the services of mediator Jill Sperber, if necessary, to resolve
16 the dispute without the necessity of involving the Court.

17 b. Exclusions. The Class Notice shall explain that Class Members who wish
18 to exclude themselves from the class and Settlement must submit a Request for Exclusion to the
19 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1)
20 contain the name, address, and telephone number of the Class Member requesting exclusion; (2)
21 be signed by the Class Member; and (3) be postmarked by the Response Deadline and returned to
22 the Settlement Administrator at the specified address. Subject to review by Class Counsel,
23 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
24 Request for Exclusion shall be the exclusive means used by the Settlement Administrator to
25 determine whether a Class Member has timely requested exclusion from the class and Settlement.
26 Any Class Member who timely and properly requests to be excluded from the class and
27 Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
28 terms of the Settlement nor shall the Class Member have any right to object to the Settlement or

1 appeal from the entry of the Judgment. Class Members who do not submit a valid and timely
2 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
3 Settlement and the Judgment entered in this Action if the Settlement is finally approved by the
4 Court. No later than ten (10) days after the Response Deadline, the Settlement Administrator
5 shall provide counsel for the Parties a complete list of all Class Members who submitted a timely
6 and valid Request for Exclusion. The Settlement Administrator shall contact (once, by phone and
7 mail) all Class Members whose requests for exclusion are timely postmarked but do not meet
8 requirements of (1) and (2) above, to request additional information. If the Settlement
9 Administrator does not receive the required information within ten (10) days of mailing a request
10 for additional information, the Class Member will be bound by the terms of the Settlement. Class
11 Members who request exclusion from the Settlement are not allowed to object to it.

12 c. Objections. The Class Notice shall state that Class Members who wish to
13 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
14 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A
15 Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class
16 Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline
17 and returned to the Settlement Administrator at the specified address. Subject to review by Class
18 Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing envelope
19 on the Notice of Objection shall be the exclusive means used by the Settlement Administrator to
20 determine whether a Class Member timely objected to the Settlement. Class Members who do
21 not submit a Notice of Objection or appear at the Final Approval Hearing to explain their
22 objection(s) shall be deemed to have waived any objections and shall be foreclosed from making
23 any objections (whether by appeal or otherwise) to the Settlement. At no time shall any of the
24 Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage
25 Class Members from objecting to the Settlement or filing an appeal from the Judgment. Only
26 Class Members who have not requested exclusion from the Settlement can object to it.

27 d. Disputes Regarding the Number of Compensable Workweeks. If a Class
28 Member disagrees with the number of Compensable Workweeks stated on his or her Information

1 Sheet, the Class Member must send a letter to the Settlement Administrator by the Response
2 Deadline stating the reasons why he or she disputes the number of Compensable Workweeks and
3 provide any supporting documentation. The Settlement Administrator will evaluate the evidence
4 submitted by the Class Member and make a decision as to the number of Compensable
5 Workweeks that should be applied and/or the Individual Settlement Payment to which the Class
6 Member is entitled.

7 e. Monitoring and Reviewing Settlement Administration. The Parties have
8 the right to monitor and review the administration of the Settlement to verify that the monies
9 allocated under the Settlement are distributed in the correct amount, as provided for in this
10 Stipulation.

11 f. Best Efforts. The Parties agree to use their best efforts to carry out the
12 terms of this Settlement.

13 48. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
14 days after the Effective Date, Defendants shall provide to the Settlement Administrator in any
15 feasible manner, including, but not limited to, by way of a wire transfer, the Maximum Settlement
16 Amount. If this Settlement is not finally approved by the Court in full, or is terminated,
17 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not
18 occur, then no portion of the Maximum Settlement Amount shall be paid.

19 a. Individual Settlement Payments. Class Members shall not be required to
20 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
21 Maximum Settlement Amount shall revert to Defendants or result in an unpaid residue.
22 Individual Settlement Payments shall be paid by the Settlement Administrator from the Net
23 Settlement Amount pursuant to the formula set forth herein. Individual Settlement Payments
24 shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each
25 Settlement Class Member's last known mailing address within ten (10) days after Defendants
26 provide the Settlement Administrator with the Maximum Settlement Amount. Prior to mailing
27 the Individual Settlement Payments, the Settlement Administrator shall perform a search based on
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1 the National Change of Address Database maintained by the United States Postal Service to
2 update and correct any known or identifiable address changes.

3 i. Each Settlement Class Member's Individual Settlement Payment
4 shall be calculated solely by the Settlement Administrator according to the following formula:
5 Nelson shall provide the Settlement Administrator with the Compensable Workweeks for each
6 Settlement Class Member. The Settlement Administrator shall then divide the Net Settlement
7 Amount by the total number of Compensable Workweeks for all Settlement Class Members
8 resulting in a value for each week worked by the Settlement Class Members during the Class
9 Period ("Workweek Value"). The Settlement Administrator shall then multiply the number of
10 Compensable Workweeks for each Settlement Class Member by the Workweek Value. In
11 addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA
12 Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the
13 PAGA Period.

14 ii. Individual Settlement Payments shall be made by check and shall
15 be made payable to each Settlement Class Member as set forth in this Stipulation.

16 iii. Individual Settlement Payments shall be allocated as follows: one-
17 third (1/3) as wages subject to all applicable tax withholdings, one-third (1/3) as non-wage
18 penalties not subject to payroll tax withholdings, and one-third (1/3) as interest not subject to
19 payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each
20 Settlement Class Member and Aggrieved Employee for the portion of each Individual Settlement
21 Payment allocated as wages and subject to all applicable tax withholdings. The Settlement
22 Administrator shall issue an IRS Form 1099 to each Settlement Class Member and Aggrieved
23 Employee for the portion of each Individual Settlement Payment allocated as non-wage penalties
24 and interest not subject to payroll tax withholdings. The Settlement Administrator shall calculate
25 the amount of the Employer's Share of Payroll Taxes and shall remit and report the applicable
26 portions of the payroll tax payment to the appropriate taxing authorities in a timely manner.

27 iv. Individual Settlement Payment checks shall remain negotiable for
28 one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment

1 check remains uncashed after one hundred eighty (180) days from issuance, the Settlement
2 Administrator shall distribute the value of the uncashed check represented by the Class Member's
3 Qualifying Workweeks during the Class Period to the State Controller's Office Unclaimed
4 Property Fund in the name of the Settlement Class Member. The Settlement Administrator shall
5 distribute the value of the uncashed check represented by the Aggrieved Employee's Qualifying
6 Workweeks during the PAGA Period to the LWDA. In such event, such Settlement Class
7 Members and/or Aggrieved Employees shall nevertheless remain bound by the Settlement.

8 v. All monies received by Settlement Class Members under the
9 Settlement which are attributable to wages shall constitute income to such Settlement Class
10 Members solely in the year in which such monies actually are received by the Settlement Class
11 Members. It is expressly understood and agreed that the receipt of Individual Settlement
12 Payments shall not entitle any Settlement Class Member to additional compensation or benefits
13 under any collective bargaining agreement or under any bonus, contest or other compensation or
14 benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle
15 any Settlement Class Member to any increased pension and/or retirement, or other deferred
16 compensation benefits. It is the intent of the Parties that Individual Settlement Payments
17 provided for in this Stipulation are the sole payments to be made by Defendants to Settlement
18 Class Members in connection with this Settlement, with the exception of Plaintiffs, and that the
19 Settlement Class Members are not entitled to any new or additional compensation or benefits as a
20 result of having received the Individual Settlement Payments. Furthermore, the receipt of
21 Individual Settlement Payments by Settlement Class Members shall not, and does not, by itself
22 establish any general, special, or joint employment relationship between and among the
23 Settlement Class Member(s) and Defendants.

24 b. Class Representative Service Awards. Subject to Court approval, Plaintiff
25 De Leon shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars
26 (\$5,000.00) and Plaintiffs Landeros and Hill each shall be paid a Class Representative Service
27 Award not to exceed Two Thousand Five Hundred Dollars (\$2,500.00), or any lesser amounts as
28 awarded by the Court, for their time and effort in bringing and presenting the Action and for

1 releasing their claims. Defendants shall not oppose or object to Plaintiffs' request for Class
2 Representative Service Awards not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff De
3 Leon and Two Thousand Five Hundred Dollars (\$2,500.00) each to Plaintiffs Landeros and Hill.
4 The Class Representative Service Awards shall be paid to Plaintiffs from the Maximum
5 Settlement Amount no later than ten (10) days after Defendants provide the Settlement
6 Administrator with the Maximum Settlement Amount. The Settlement Administrator shall issue
7 IRS Forms 1099 to Plaintiffs for their Class Representative Service Awards. Plaintiffs shall be
8 solely and legally responsible to pay any and all applicable taxes on their Class Representative
9 Service Awards and shall hold harmless Defendants, Class Counsel, and Defense Counsel from
10 any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class
11 Representative Service Awards. The Class Representative Service Awards shall be made in
12 addition to Plaintiffs' Individual Settlement Payments. Any amount requested by Plaintiffs for
13 the Class Representative Service Awards and not awarded by the Court shall become part of the
14 Net Settlement Amount and shall be distributed to Settlement Class Members as part of their
15 Individual Settlement Payments.

16 c. Attorneys' Fees and Expenses. Subject to Court approval, Class Counsel
17 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3)
18 of the Maximum Settlement Amount, which amounts to Four Hundred Sixty Six Thousand Six
19 Hundred Sixty Six Dollars and Sixty Seven Cents (\$466,666.67). In addition, subject to Court
20 approval, Class Counsel shall be entitled to an award of reasonable costs and expenses associated
21 with Class Counsel's prosecution of the Action in an amount not to exceed Fifteen Thousand
22 Dollars (\$15,000.00). Class Counsel shall provide the Settlement Administrator with a properly
23 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
24 Attorneys' Fees and Expenses approved by the Court. Defendants shall not oppose or object to
25 Plaintiffs' request for an award of attorneys' fees in an amount not to exceed Four Hundred Sixty
26 Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$466,666.67) and request
27 for an award of reasonable costs and expenses not to exceed Fifteen Thousand Dollars
28 (\$15,000.00). In the event the Court awards Class Counsel less than Four Hundred Sixty Six

1 Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$466,666.67) in attorneys' fees
2 and/or less than Fifteen Thousand Dollars (\$15,000.00) in costs and expenses, the difference shall
3 become part of the Net Settlement Amount and shall be distributed to Settlement Class Members
4 as part of their Individual Settlement Payments. Class Counsel shall be paid any Court-awarded
5 attorneys' fees and expenses no later than ten (10) days after Defendants provide the Settlement
6 Administrator with the Maximum Settlement Amount. Class Counsel shall be solely and legally
7 responsible to pay all applicable taxes on the Attorneys' Fees and Expenses. The Settlement
8 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and
9 Expenses. This Settlement is not conditioned upon the Court awarding Class Counsel any
10 particular amount of attorneys' fees or costs.

11 d. PAGA Payment. One Hundred Thousand Dollars (\$100,000.00) from the
12 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which seventy-five
13 percent (75%), or Seventy Five Thousand Dollars (\$75,000.00), shall be paid by the Settlement
14 Administrator directly to the LWDA. The remaining twenty-five percent (25%), or Twenty Five
15 Thousand Dollars (\$25,000.00) shall be distributed to Aggrieved Employees as part of their
16 Individual Settlement Payments.

17 e. Settlement Administration Costs. The Settlement Administration fees and
18 expenses, which are estimated not to exceed Eighteen Thousand Dollars (\$18,000.00), shall be
19 paid from the Maximum Settlement Amount. Prior to Plaintiffs filing a motion for final approval
20 of the Settlement, the Settlement Administrator shall provide the Parties with a statement
21 detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the
22 Settlement Administration process and to make all reasonable efforts to control and minimize
23 Settlement Administration Costs.

24 i. The Parties each represent they do not have any financial interest in
25 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
26 that could create a conflict of interest.

27 ii. The Settlement Administrator shall keep the Parties timely apprised
28 of the performance of all Settlement Administrator responsibilities required by the Settlement.

1 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
2 regulations in which the Maximum Settlement Amount shall be placed and from which payments
3 required by the Settlement shall be made.

4 49. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
5 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
6 grant final approval of the Settlement, including determining the amounts properly payable for:
7 (i) the Attorneys' Fees and Expenses; (ii) the Class Representative Service Awards; and (iii) the
8 PAGA Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide
9 a written report or declaration to the Parties describing the process and results of the
10 administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs
11 with the Court prior to the Final Approval Hearing. If the Court grants final approval of the
12 Settlement, the Settlement Administrator shall post notice of final judgment on its website within
13 seven (7) calendar days of entry of the Judgment.

14 50. Adjustment of Settlement Amount. The Maximum Settlement Amount was
15 negotiated and is premised on the understanding that, as of August 11, 2020, there were
16 approximately 2,003 Class Members during the Class Period and approximately 2,003 Aggrieved
17 Employees during the PAGA Period. In the event that the total number of Class Members and/or
18 Aggrieved Employees as of August 11, 2020 exceeds 2,003 by ten percent (10%) or more,
19 Defendants shall have the option of either: (a) closing the Class Period and PAGA Period on the
20 date the Class Members and Aggrieved Employees reach the ten percent (10%) threshold (2,203
21 individuals), or (b) increasing the Maximum Settlement Amount by one percentage point for each
22 percentage point over the ten percent (10%) threshold (2,203 individuals) that the actual number
23 of Class Members and Aggrieved Employees exceeds the estimated number as of August 11,
24 2020, (for example, if the actual number of Class Members and Aggrieved Employees is 11%
25 higher than the estimated number as of August 11, 2020, then the Maximum Settlement Amount
26 would increase by 1%). If Defendants decline to exercise one of these two options, Plaintiffs
27 shall have the option to withdraw from the Settlement.

28

1 51. Right of Defendants to Reject Settlement. If five percent (5%) or more of the
2 Class Members submit valid Requests for Exclusion, Defendants will have the right, but not the
3 obligation, to void the Settlement and the Parties will have no further obligations under the
4 Settlement, including any obligation by Defendants to pay the Maximum Settlement Amount, or
5 any amounts that otherwise would have been owed under this Stipulation, except that Defendants
6 will pay the Settlement Administration Costs incurred as of the date that Defendants exercise
7 their right to void the Settlement. Defendants will notify Class Counsel and the Court whether
8 they are exercising this right to void not later than seven (7) days after the Settlement
9 Administrator notifies the Parties of the number of valid Requests for Exclusion it has received.

10 52. Nullification of Settlement. In the event: (i) the Court does not enter the
11 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
12 Court does not enter the Judgment; or (iv) the Settlement does not become final for any other
13 reason, this Stipulation shall be rendered null and void, any order or judgment entered by the
14 Court in furtherance of this Settlement shall be treated as void from the beginning and this
15 Stipulation and any documents related to it shall not be used by any Class Member or Class
16 Counsel to support any claim or request for class certification in the Action, and shall not be used
17 in any other civil, criminal, or administrative action against Defendants or any of the other
18 Released Parties. In the event an appeal is filed from the order granting final approval or
19 Judgment, or any other appellate review is sought, administration of the Settlement shall be
20 stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the
21 Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or
22 any other appellate review, shall be paid split equally by the Parties to the Settlement
23 Administrator.

24 53. No Admission by Defendants. Defendants deny all allegations in this Action and
25 deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms and
26 conditions, nor any of the negotiations connected with it, is a concession or admission of any
27 form of liability or the accuracy of any fact, and none shall be used against Defendants as an
28 admission or indication with respect to any allegation of any fault, liability, concession, or

1 omission by Defendants or that class certification is proper under the standard applied to
2 contested certification motions. The Parties stipulate and agree to the certification of the
3 proposed class for settlement purposes only. The Parties further agree that this Stipulation shall
4 not be admissible in this or any other proceeding as evidence that either (i) a class action should
5 be certified or (ii) Defendants are liable to Plaintiffs or any Class Member, other than to enforce
6 the terms of this Stipulation.

7 54. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
8 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
9 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
10 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

11 55. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
12 all proceedings in the Action, except such proceedings necessary to implement and complete the
13 Settlement and enter the Judgment.

14 56. Amendment or Modification. This Stipulation may be amended or modified only
15 by a written instrument signed by all Parties, their counsel, or their successors-in-interest.

16 57. Entire Agreement. This Stipulation and any attached Exhibits and the MOU
17 constitute the entire agreement between the Parties, and no oral or written representations,
18 warranties, or inducements have been made to Plaintiffs or Defendants concerning this
19 Stipulation or its Exhibits and the MOU, other than the representations, warranties, and covenants
20 contained and memorialized in this Stipulation and its Exhibits and the MOU. No other prior or
21 contemporaneous written or oral agreements may be deemed binding on the Parties.

22 58. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
23 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
24 to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken
25 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and
27 Defense Counsel shall cooperate with each other and use their best efforts to effect the
28 implementation of the Settlement. In the event the Parties are unable to reach agreement on the

1 form or content of any document needed to implement the Settlement, or on any supplemental
2 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
3 seek the assistance of the Court and/or mediator Jill Sperber to resolve such disagreement. The
4 persons signing this Stipulation on behalf of Defendants represent and warrant that they are
5 authorized to sign this Stipulation on behalf of Defendants. Plaintiffs represent and warrant that
6 they are authorized to sign this Stipulation and that they have not assigned any claim, or part of a
7 claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
8 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
9 shall not be construed against any of the Parties.

10 59. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
11 inure to the benefit of, the successors and assigns of the Parties.

12 60. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
13 be governed by and interpreted according to the laws of the State of California, without giving
14 effect to any law that would cause the laws of any jurisdiction other than the State of California to
15 be applied.

16 61. Counterparts. This Stipulation may be executed in one or more counterparts by
17 facsimile, electronic signature, or email which for purposes of this Stipulation shall be accepted
18 as an original. All executed counterparts and each of them shall be deemed to be one and the
19 same instrument. Any executed counterpart will be admissible in evidence to prove the existence
20 and contents of this Stipulation.

21 62. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
22 jurisdiction (pursuant to, without limitation, California Code of Civil Procedure Section 664.6)
23 with respect to the interpretation, implementation, and enforcement of the terms of this
24 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class
25 Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
26 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and
27 judgments entered in connection therewith. The time within which to bring this action to trial
28 under California Code of Civil Procedure 583.310 shall be extended from the date of the signing

of this Stipulation by all Parties until the entry of the final approval order and judgment or, if not entered, the date this Stipulation shall no longer be of any force or effect.

63. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

64. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Settlement Class Member.

Dated: Jun 26, 2021, 2021

moises de leon

moises de leon (Jun 26, 2021 11:31 PDT)

Plaintiff Moises De Leon

Dated: _____, 2021

Plaintiff Joshua Landeros

Dated: _____, 2021

Plaintiff George Hill

Dated: _____, 2021

Defendant Gary D. Nelson Associates, Inc.

By: _____

Its: _____

Dated: Jul 1, 2021, 2021

James Roe

Defendant Coupang Global LLC

By: James Roe

Its: Deputy General Counsel

of this Stipulation by all Parties until the entry of the final approval order and judgment or, if not entered, the date this Stipulation shall no longer be of any force or effect.

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Dated: _____, 2021

Plaintiff Moises De Leon

Dated: Jun 28, 2021 _____, 2021


Joshua Landeros (Jun 28, 2021 19:12 PDT)

Plaintiff Joshua Landeros

Dated: _____, 2021

Plaintiff George Hill

Dated: _____, 2021

Defendant Gary D. Nelson Associates, Inc.

By: _____

Its: _____

Dated: _____, 2021

Defendant Coupang Global LLC

By: _____

Its: _____

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Dated: _____, 2021

Plaintiff Moises De Leon

Dated: _____, 2021

Plaintiff Joshua Landeros

Dated: Jun 28, 2021, 2021

George Hill
George Hill (Jun 28, 2021 15:59 PDT)

Plaintiff George Hill

Dated: _____, 2021

Defendant Gary D. Nelson Associates, Inc.

By: _____

Its: _____

Dated: _____, 2021

Defendant Coupang Global LLC

By: _____

Its: _____

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Dated: _____, 2021

Plaintiff Moises De Leon

Dated: _____, 2021

Plaintiff Joshua Landeros

Dated: _____, 2021

Plaintiff George Hill

Dated: 6/30/2021, 2021

DocuSigned by:
Joe Madigan
F93248AF7D71478...

Defendant Gary D. Nelson Associates, Inc.

By: Joe Madigan

Its: CEO

Dated: _____, 2021

Defendant Coupang Global LLC

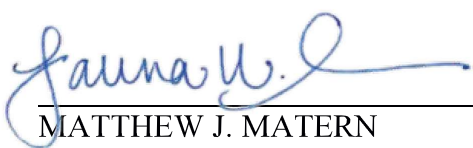
By: _____

Its: _____

1 Approved as to form and content:

2
3 DATED: 6/29, 2021

MATERN LAW GROUP, PC

4
5 By: 

6 MATTHEW J. MATERN

7 LAUNA ADOLPH

8 DEANNA S. LEIFER

9 Attorneys for Plaintiffs MOISES DE LEON,
JOSHUA LANDEROS, and GEORGE HILL,
individually and on behalf of all others similarly
situated

10 DATED: _____, 2021

LITTLER MENDELSON, P.C.

11
12 By: _____

13 TANJA L. DARROW

14 CASSIDY C. VEAL

15 Attorneys for Defendant GARY D. NELSON
ASSOCIATES, INC.

16
17 DATED: 7/1, 2021

SV EMPLOYMENT LAW FIRM PC

18
19 By: 

20 STEVEN L. FRIEDLANDER

21 TATYANA A. SHMYGOL

22 Attorneys for Defendant COUPANG GLOBAL
LLC

1 Approved as to form and content:

2
3 DATED: _____, 2021

MATERN LAW GROUP, PC

4
5
6 By: _____

7 MATTHEW J. MATERN
8 LAUNA ADOLPH
9 DEANNA S. LEIFER
Attorneys for Plaintiffs MOISES DE LEON,
JOSHUA LANDEROS, and GEORGE HILL,
individually and on behalf of all others similarly
situated

10 DATED: 06/30, 2021

LITTLER MENDELSON, P.C.

11
12 By: _____

13 
14 TANJA L. DARROW
15 CASSIDY C. VEAL
16 Attorneys for Defendant GARY D. NELSON
ASSOCIATES, INC.

17 DATED: _____, 2021

SV EMPLOYMENT LAW FIRM PC

18
19 By: _____

20 STEVEN L. FRIEDLANDER
21 TATYANA A. SHMYGOL
22 Attorneys for Defendant COUPANG GLOBAL
23 LLC

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Moises De Leon, et al. v. Gary D. Nelson Associates, Inc., et al.
Riverside County Superior Court Case No. RIC1905472

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR GARY D. NELSON ASSOCIATES, INC. AS AN HOURLY EMPLOYEE AT THE COUPANG FULFILLMENT CENTER IN RIVERSIDE, CALIFORNIA AT ANY TIME BETWEEN AUGUST 27, 2018 AND OCTOBER 16, 2020, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class and representative action lawsuit entitled *Moises De Leon, et al. v. Gary D. Nelson Associates, Inc., et al.*, Riverside County Superior Court Case No. RIC1905472 (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Craig Riemer on [REDACTED], 2021 at [REDACTED] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against defendants Gary D. Nelson Associates, Inc. (“Nelson”) and Coupang Global LLC (Coupang) (collectively, “Defendants”), non-defendants Coupang LLC and Coupang USA, Inc. (“Non-Defendants”), and all of their officers, directors, and employees, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendants about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement. If you exclude yourself from the Settlement you will not be able to object to the Settlement.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you do not like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All individuals employed by Nelson as hourly employees who were assigned to the Coupang fulfillment center in Riverside, California at any time during the period from August 27, 2018 through October 16, 2020 (the “Class Period”).

According to Nelson’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, plaintiffs Moises De Leon, Joshua Landeros, and George Hill (collectively, “Plaintiffs”) allege on behalf of themselves and the Class the following claims against Defendants: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act (“PAGA”), as a representative action. Plaintiffs seek unpaid wages, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident they have strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Matthew J. Matern
Launa Adolph
Deanna S. Leifer
MATERN LAW GROUP, PC
1230 Rosecrans Ave., Suite 200
Manhattan Beach, California 90266
310-531-1900

Counsel for Nelson

Tanja L. Darrow
Alecia Winfield
Cassidy C. Veal
LITTLER MENDELSON, P.C.
633 West 5th Street, 63rd Fl.
Los Angeles, California 90071
213-443-4300

Counsel for Coupang

Steven L. Friedlander
Tatyana A. Shmygol
SV EMPLOYMENT LAW FIRM PC
160 Bovet Rd.
San Mateo, California 94402
650-265-0222

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$1,400,000.00 (the “Maximum Settlement Amount”) for: (a) Individual Settlement Payments to Class Members who do not request to be excluded from the Settlement (“Settlement Class Members”); (b) the Court-approved Service Awards to Plaintiffs; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) PAGA penalties to be paid to the State of California Labor and Workforce Development Agency (“LWDA”) and non-exempt employees who worked for Defendants during the PAGA period, which is August 27, 2018 to October 16, 2020 (“Aggrieved Employees”).

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for Class Counsel’s attorneys’ fees and costs, the Service Awards to Plaintiffs, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Settlement Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Settlement Class Members based on the total number of workweeks worked during the Class Period.

In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period.

Your estimated Individual Settlement Payment is listed on the Information Sheet enclosed in this Notice Packet.

Settlement checks will remain valid for 180 days after issuance. If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will pay over the value of the uncashed check represented by the Class Member’s Qualifying Workweeks during the Class Period to the State Controller’s Office Unclaimed Property Fund, with the identity of the Class Members to whom the funds belong. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

The Settlement Administrator shall distribute the value of the uncashed check represented by the Aggrieved Employee’s Qualifying Workweeks during the PAGA Period to the LWDA.

For tax reporting purposes, the payments to Settlement Class Members will be allocated 1/3 as wages and 2/3 as non-wages. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments. No deductions will be made for the non-wages portion of the payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys’ Fees and Costs, Service Awards, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys’ fees up to \$466,666.67 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$15,000.00. In addition, Class Counsel will ask the Court to authorize Service Award payments of up to \$5,000.00 to Plaintiff De Leon and up to \$2,500.00 each to Plaintiffs Landeros and Hill for their efforts in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$18,000.00. In addition, \$100,000.00 will be allocated to penalties under PAGA, of which 75%, or \$75,000.00, will be paid to the LWDA, and the remaining 25%, or \$25,000.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Settlement Class Members. Upon the settlement becoming final (“Effective Date”) Plaintiffs and all Settlement Class Members shall be deemed to have fully, finally, and forever released the Released Parties from all claims that were alleged in the operative complaint, the First Amended Complaint (“FAC”), as well as any and all claims that could have been asserted based on the facts pleaded in the operative complaint or the FAC, arising at any time during the Class Period, including, without limitation, claims under California Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2698 et seq., 2802, the applicable Industrial Welfare Commission Wage Order, or Section 17200 of the California Business and Professions Code, and common law claims based on the foregoing, including, but not limited to, conversion claims..

Release by the LWDA: In addition, upon the Effective Date, the LWDA shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint or the FAC and arising at any time during the PAGA period.

The “Released Parties” are Defendants, non-defendants Coupang LLC and Coupang USA, Inc., and all of their present or former officers, directors, and employees.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you do not exclude yourself (option A), you may also object to the Settlement. If you exclude yourself from the settlement (option B), you cannot also object.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of objecting to the Settlement.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must complete the Notice of Objection Form that is included in this Notice Packet and return to the Settlement Administrator at the following address:

Moises De Leon v. Gary D. Nelson Associates, Inc. Settlement

P.O. Box
[City], [State] [Zip]

You also may appear at the Settlement Hearing to explain your objection in person, but you are not required to do so. The Notice of Objection Form must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked on or before [redacted], 2021 and returned to the Settlement Administrator at the address listed above. You can hire an attorney to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. If You Do Not Want to Be Bound By the Settlement. If you do not want to be part of the Settlement, you must complete the Request for Exclusion Form that is included in this Notice Packet. In order to be valid, your Request for Exclusion Form must (1) state your full name, address, and telephone

number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Moises De Leon v. Gary D. Nelson Associates, Inc.*; (3) be signed by you; (4) be postmarked on or before [redacted], 2021 and returned to the Settlement Administrator at the following address:

Moises De Leon v. Gary D. Nelson Associates, Inc. Settlement

P.O. Box [redacted]
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion Form, you will be deemed a Settlement Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion Form, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement.

If you timely submit a Request for Exclusion Form but it is missing any of the information described above, the Settlement Administrator will reach out to you by phone and mail once to request that you provide the required information. If the Settlement Administrator does not receive the required information within 10 business days of mailing a request for additional information, your Request for Exclusion will be considered invalid and you will be bound by the terms of the Settlement.

What is the next step in the approval of the Settlement?

The Court has not made a final determination as to whether the Settlement is fair, adequate, and reasonable. The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, and Plaintiffs' request for Service Awards to Plaintiffs and attorneys' fees and costs to Class Counsel on [redacted], 2021 at [redacted] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You may attend the hearing telephonically or by videoconference through WebEx. You will need to access the Court's website (www.riverside.courts.ca.gov/PublicNotices/telephonic-appearances.php) to schedule your remote appearance. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website ([www.\[redacted\]](http://www.[redacted])) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Amended Stipulation of Class and Representative Action Settlement ("Settlement Agreement"), which is attached as Exhibit A to the Declaration of Launa Adolph in Support of the Motion for Preliminary Approval of Class Action Settlement, filed on [redacted], 2021 at the Court and address above. The case file may be viewed on the Court's website at www.riverside.courts.ca.gov. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

INFORMATION SHEET

Moises De Leon, et al. v. Gary D. Nelson Associates, Inc., et al.
Riverside County Superior Court Case No. RIC1905472

Calculation of Individual Settlement Payments: Each employee's share of the Net Settlement Amount will be calculated based upon his or her "Compensable Workweeks," or the total number of workweeks he or she worked for defendant Gary D. Nelson Associates, Inc. ("Nelson") as an hourly employee while assigned to the Coupang fulfillment center in Riverside, California, during the Class Period. In addition, all Aggrieved Employees will receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period.

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Nelson's records, your Compensable Workweeks are as follows:

Compensable Workweeks during Class Period	<<CompWWSettCP>>
Compensable Workweeks during PAGA Period	<<CompWWPAGA>>

Based on the number of Compensable Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of workweeks you claim you performed work as an hourly employee of Nelson at the Coupang fulfillment center in Riverside, California at any time between August 27, 2018 and October 16, 2020. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked no later than [**Response Deadline**].

Moises De Leon v. Gary D. Nelson Associates, Inc. Settlement
[Address]
[City, State Zip]
[Telephone Number]

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.

EXHIBIT 3

Moises De Leon, et al. v. Gary D. Nelson Associates, Inc., et al.
Riverside County Superior Court Case No. RIC1905472

NOTICE OF OBJECTION FORM

I have read the Notice of Class and Representative Action Settlement and I object to the Settlement.

Grounds for the Objection: _____

Full Name (printed): _____

Last 4 Digits of Social Security Number: _____
(for identification only)

Phone Number: _____

Address: _____
Street Address

City

State

Zip

Signature: _____

Date: _____

If you want to object to the Settlement, you must complete and return this form by mail to the Settlement Administrator at:

Moises De Leon v. Gary D. Nelson Associates, Inc. Settlement

Address

City, State Zip

Your Notice of Objection must be postmarked no later than **[Response Deadline]**.

EXHIBIT 4

Moises De Leon, et al. v. Gary D. Nelson Associates, Inc., et al.
Riverside County Superior Court Case No. RIC1905472

REQUEST FOR EXCLUSION FORM

I have read the Notice of Class and Representative Action Settlement and wish to be excluded from the Settlement. I understand that by requesting to be excluded, I will not receive any money or benefits from the Settlement in this case.

Full Name (printed): _____

Last 4 Digits of Social Security Number: _____
(for identification only)

Phone Number: _____

Address: _____
Street Address

City State Zip

Signature: _____

Date: _____

If you want to exclude yourself from the Settlement, you must complete and return this form by mail to the Settlement Administrator at:

Moises De Leon v. Gary D. Nelson Associates, Inc. Settlement
Address
City, State Zip

Your exclusion request must be postmarked no later than **[Response Deadline]**.

**COMPLETE THIS FORM ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THIS
CLASS ACTION SETTLEMENT.**