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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CINTHIA MENDOZA and DELISHIA
HYDE, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

PRIME NOW LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: RG20068286

(Assigned to the Hon. Evelio Grillo, Dept. 21)

**DECLARATION OF KEVIN LEE
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: August 8, 2023

Time: 10:00 A.M.

Dept.: 21

Reservation No.: 138916486157

Complaint Filed: July 21, 2020

FAC Filed: April 5, 2022

SAC Filed: November 4, 2022

Trial Date: None Set

1 **DECLARATION OF KEVIN LEE**

2 I, Kevin Lee, declare as follows:

3 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
4 appointed Class Action Settlement Administrator for *Mendoza and Hyde v. Prime Now LLC* (the
5 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could
6 and would testify competently to such facts.

7 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform
8 class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA
9 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for:
10 (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”);
11 (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class
12 Member worked during the period from April 6, 2016 to August 15, 2022 (“Class Period”) and the
13 number of workweeks that each Aggrieved Employee worked during the time period from June 11,
14 2019 to August 15, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a
15 request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections
16 to the Class Settlement (“Objections”), and/or disputes regarding the number of Workweeks
17 submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual
18 Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement
19 Payments and distributing them to Settlement Class Members and the Individual PAGA Payments
20 to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs,
21 the Enhancement Payments to Plaintiffs, and the employer/employee payroll taxes to the
22 appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement
23 or as the Parties mutually agree or as the Court orders.

24 3. On April 6, 2023, Phoenix received a data file from Defense Counsel that contained
25 the names, last known mailing addresses, Social Security numbers, dates of employment, and
26 workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list
27 contained twenty-three thousand one hundred eighty-two (23,182) individuals identified as Class
28 Members.

1 4. On April 21, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5 5. On April 21, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all twenty-three thousand one hundred eighty-two (23,182) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6 6. Shortly after conclusion of the Notice period, Defendant advised Phoenix of an inadvertently excluded Class Member. The proper information was provided to Phoenix, and the individual was mailed a Notice. Accounting for the one (1) additional individual, there are twenty-three thousand one hundred eighty-three (23,183) Class Members.

7 7. As of the date of this declaration, one thousand one hundred fifteen (1,115) Notices have been returned to Phoenix. None were returned with a forwarding address. For the one thousand one hundred fifteen (1,115) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the Notices that were skip traced, one thousand forty (1,040) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

8 8. As of the date of this declaration, seventy-five (75) Notices remain undeliverable since an updated address could not be obtained via skip trace.

9 9. As of the date of this declaration, Phoenix has received nine (9) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was June 5, 2023.

10 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was June 5, 2023.

11 11. As of the date of this declaration, Phoenix has received one (1) Workweek Dispute from Class Members, which has since been resolved. The deadline for submitting a dispute was June 5, 2023.

1 12. There are twenty-three thousand one hundred seventy-four (23,174) Class Members
2 who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement
3 Class Members, representing 99.96% of the Class. Settlement Class Members have worked a
4 collective total of one million twenty-six thousand four hundred sixty-seven (1,026,467)
5 Workweeks during the Class Period. Each Workweek is valued at approximately \$2.93.

6 13. The Escalation Clause of the Settlement Agreement indicates if the actual number
7 of Settlement Class Members exceeds twenty-one thousand three hundred forty-five (21,345) by
8 more than 10% (i.e., if there are more than twenty-three thousand four hundred eighty (23,480)
9 Settlement Class Members), then defendant shall either increase the Gross Settlement Fund
10 commensurate to the increase in Settlement Class Members, or modify the Class and PAGA Period
11 end dates such that there were no more than twenty-three thousand four hundred eighty (23,480)
12 Settlement Class Members. Because the number of Settlement Class Members did not exceed the
13 specified cap, the Escalation Clause was not triggered.

14 14. The Net Settlement Amount of \$2,957,696.51 available to pay Settlement Class
15 Members was determined by subtracting the requested Class Counsel attorneys' fees
16 (\$1,716,666.67), and Class Counsel costs (\$11,636.82), requested Enhancement Payment to
17 Plaintiffs Hyde and Dubose (\$20,000.00 each) and Trotter and Turner (\$10,000.00 each) (totaling
18 \$60,000.00), the PAGA Amount (\$200,000.00), estimated employer's share of payroll taxes
19 (\$107,000.00) and the requested Settlement Administration Costs (\$97,000.00) from the Gross
20 Settlement Fund (\$5,150,000.00).

21 15. Based upon the calculations stipulated in the Settlement, the highest Individual
22 Settlement Payment to be paid is approximately \$827.37, the lowest Individual Settlement Payment
23 to be paid is approximately \$2.88, while the average Individual Settlement Payment to be paid is
24 approximately \$127.63. Settlement Class Members will be issued payment of their Individual
25 Settlement Payments subject to reduction for the employee's share of taxes and withholdings with
26 respect to the wages portion of the Individual Settlement Payment.

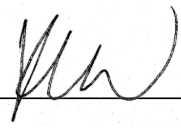
27 16. Additionally, \$200,000.00 of the Gross Settlement Fund has been allocated toward
28 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or

1 \$150,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%,
2 or \$50,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
3 are or were employed by Defendant during the PAGA Period. There are twenty-two thousand nine
4 hundred thirty-two (22,932) Aggrieved Employees who worked a total of nine hundred thirty-five
5 thousand nine hundred fifteen (935,915) workweeks during the PAGA Period. The highest
6 Individual PAGA Payment to be paid is approximately \$8.98, and the average Individual PAGA
7 Payment to be paid is approximately \$2.18.

8 17. Phoenix’s costs associated with the administration of this matter are \$97,000.00.
9 This includes all costs incurred to date, as well as estimated costs involved in completing the
10 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
11 **Exhibit B.**

12 I declare under penalty of perjury of the laws of the State of California that the foregoing is
13 true and correct.

14 Executed this 12th day of July 2023, at Orange, California.

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KEVIN LEE

Exhibit A

Cinthia Mendoza, et al. v. Prime Now LLC
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
(CASE NO. RG20068286)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF PRIME NOW LLC IN THE STATE OF CALIFORNIA AND YOU:

- WERE PAID ADDITIONAL REMUNERATION (BEYOND WAGES) WHICH WERE TREATED AS NON-DISCRETIONARY AND INCLUDABLE IN THE REGULAR RATE OF PAY AND MEAL PERIOD PREMIUM PAY DURING THE SAME WORKWEEK AT ANY TIME FROM APRIL 6, 2016 THROUGH AND INCLUDING AUGUST 15, 2022 (“Meal Period Class”);

and/or

- WERE PAID ADDITIONAL REMUNERATION (BEYOND WAGES) WHICH WERE TREATED AS NON-DISCRETIONARY AND INCLUDABLE IN THE REGULAR RATE OF PAY AND SICK PAY WAGES OR PAID TIME OFF DURING THE SAME WORKWEEK AND WHOSE EMPLOYMENT ENDED AT ANY TIME FROM APRIL 6, 2017 THROUGH AND INCLUDING AUGUST 15, 2022 (“Sick Pay Class”)

YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT.

The Alameda County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

PSA ID: «PSA_ID»

ATTN: «First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY «Total_Amount»
THROUGH THIS CLASS ACTION
SETTLEMENT**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to assert claims against Prime Now LLC (“Prime Now”) separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: June 5, 2023)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to assert claims against Prime Now separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment for the Released Class Claims (defined below). However, if you are an Allegedly Aggrieved Employee (defined below), you may not request to exclude yourself from the Released PAGA Claims (defined below) and you will still receive your Individual PAGA Payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: June 5, 2023)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline or personally appear at the final approval hearing. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and has preliminarily approved the settlement as proposed, but the Court still has to decide whether to ultimately approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read this Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Plaintiffs allege that Prime Now failed to include all non-discretionary remuneration in the regular rate of pay during pay periods when Plaintiffs and other employees earned meal period premiums and/or sick pay wages. As a result of the alleged underpayment of meal period premiums and/or sick pay wages, Plaintiffs allege that the corresponding wage statements failed to list accurate rates of pay and gross and net wages earned. Furthermore, Plaintiffs allege that Prime Now failed to timely pay all wages owed upon separation of employment.

Prime Now denies all of the allegations in the lawsuit and denies it has engaged in any wrongdoing. Prime Now asserts that it complied with all legal requirements, but is resolving this action in order to avoid the risk and costs of further legal proceedings.

3. Why is this a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Delishia Hyde, Eugenia Dubose, Clara Trotter, and Araya Turner), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Alameda County Superior Court is in charge of the case. The lawsuit is known as *Cinthia Mendoza v. Prime Now LLC*, Case No. RG20068286.

4. Why is There a Settlement?

The Court did not decide in favor of Plaintiffs or Prime Now. Plaintiffs think they could have won at trial. Prime Now thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys believe the settlement is fair and reasonable.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following individuals are class members:

- all current and former non-exempt employees of Prime Now in the State of California who were paid additional remuneration (beyond wages) which were treated as non-discretionary and includable in the regular rate of pay and meal period premium pay during the same workweek at any time during April 6, 2016 through and including August 15, 2022 (“Meal Period Class”)
- and/or
- all current and former non-exempt employees of Prime Now in the State of California who were paid additional remuneration (beyond wages) which were treated as non-discretionary and includable in the regular rate of pay and sick pay wages or paid time off during the same workweek and whose employment ended at any time during April 6, 2017, through and including August 15, 2022 (“Sick Pay Class”).

Together, the Meal Period Class and Sick Pay Class comprise the “Class.”

If you received this Notice, you are a member of the Class.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by Prime Now in the amount of Five Million One Hundred Fifty Thousand Dollars (\$5,150,000.00) to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Fund”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the Gross Settlement Fund minus the following (the “Net Settlement Amount”): (a) settlement administration costs estimated at \$97,000.00; (b) class representative enhancement payments to (i) Plaintiff Delishia Hyde not to exceed \$20,000.00, (ii) Plaintiff Eugenia Dubose not to exceed \$20,000.00, (iii) Plaintiff Clara Trotter not to exceed \$10,000.00, and (iv) Plaintiff Araya Turner not to exceed \$10,000.00, for their work and efforts in prosecuting this case and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$1,716,666.67; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$30,000.00; and (e) payment of \$150,000.00 to the Labor and Workforce Development Agency. **Class Counsel’s attorneys’ fees and costs remain subject to final Court approval.**

No portion of the Net Settlement Amount will be returned to Prime Now. Instead, any unclaimed portions will be conveyed to Feeding America, a United States-based nonprofit organization that operates a nationwide network of more than 200 food banks that feed more than 46 million people through food pantries, soup kitchens, shelters, and other community-based agencies, including throughout California.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of Qualifying Workweeks you worked. A Qualifying Workweek is determined as follows:

- If you are a member of the Meal Period Class, it is the number of weeks in which you performed at least one day of work, during the period from April 6, 2016 through and including August 15, 2022.
- If you are a member of the Sick Pay Class, it is the number of weeks in which you performed at least one day of work, during the period from April 6, 2017 through and including August 15, 2022.
- If you are a member of both classes, then it will be based on the total number of Qualifying Workweeks that were worked in each class.

Based upon Prime Now's records, you are a member of the Meal Period and Sick Pay Classes. Based thereon, the number of Qualifying Workweeks you worked is determined to be «Weeks». If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of Qualifying Workweeks, see below (Question 9).

8. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately sixty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of Qualifying Wage Statements you received is inaccurate, you may dispute it by sending a letter to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 no later than June 5, 2023. Be sure to include your name, address, telephone number, last four digits of your Social Security number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot assert claims against, continue to assert claims against, or be part of any other lawsuit against Prime Now or the other Released Parties for any legal claims based on the subject matter of this settlement.

“Released Parties” means Prime Now and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

Specifically, you will be giving up or “releasing” the claims summarized below, as fully defined within the Parties’ Settlement Agreement:

- If you are a member of the Meal Period Class, you are releasing all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation claims for (1) failure to provide meal periods or meal period premiums in violation of Labor Code §§ 226.7 and 512; (2) failure to pay sick time pay or paid time off in violation of Labor Code §§ 201-203 and 246; (3) failure to timely pay all wages due upon separation of employment in violation of Labor Code §§ 201, 202, and 203; (4) failure to provide accurate wage statements in violation of Labor Code § 226; and (5) violations of Business and Professions Code § 17200, *et seq.* based solely on the facts alleged in the operative complaint during the period from April 6, 2016 through and including August 15, 2022;

- If you are a member of the Sick Pay Class, you are releasing all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation claims for (1) failure to provide meal periods or meal period premiums in violation of Labor Code §§ 226.7 and 512; (2) failure to pay sick time pay or paid time off in violation of Labor Code §§ 201-203 and 246; (3) failure to timely pay all wages due upon separation of employment in violation of Labor Code §§ 201, 202, and 203; (4) failure to provide accurate wage statements in violation of Labor Code § 226; and (5) violations of Business and Professions Code § 17200, *et seq.* based solely on the facts alleged in the operative complaint during the period from April 6, 2017 through and including August 15, 2022.

Together, the above shall be referred to as the “Released Class Claims.”

For Class Members who are classified as Allegedly Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) will provide an additional release of the following claims (“Released PAGA Claims”):

- All claims for civil penalties pursuant to the Private Attorneys General Act (codified in Labor Code § 2698, *et seq.*) based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation PAGA claims for (1) failure to provide meal periods or meal period premiums in violation of Labor Code §§ 226.7 and 512; (2) failure to pay sick time pay or paid time off in violation of Labor Code §§ 201-203 and 246; and (3) failure to timely pay all wages due upon separation of employment in violation of Labor Code §§ 201, 202, and 203; and (4) failure to provide accurate wage statements in violation of Labor Code § 226 based solely on the facts alleged in the operative complaint during the period from June 11, 2019 through August 15, 2022.

Allegedly Aggrieved Employees are defined as:

- all current and former non-exempt employees of Prime Now in the State of California who were paid additional remuneration (beyond wages) which were treated as non-discretionary and includable in the regular rate of pay and meal period premium pay during the same workweek at any time during June 11, 2019 through August 15, 2022 and/or
- all current and former non-exempt employees of Prime Now in the State of California who were paid additional remuneration (beyond wages) which were treated as non-discretionary and includable in the regular rate of pay and sick pay wages or paid time off during the same workweek and whose employment ended at any time during June 11, 2019, through and including August 15, 2022.

Even if you decide you do not want to participate in the settlement of the Released Class Claims, if you are an Allegedly Aggrieved Employee the LWDA will still release the Released PAGA Claims. The Parties agree that the Agreement is and can be used, to the fullest extent permitted by law, as a complete and total defense to any subsequent claims asserted by the Allegedly Aggrieved Employees under PAGA purportedly on behalf of the LWDA, which are covered by the Agreement and specifically the Releases in Paragraphs 28 and 58.

11. How Do I Exclude Myself From the Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Cynthia Mendoza v. Prime Now LLC* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security number, and your signature. You must mail your exclusion letter postmarked or faxed no later than June 5, 2023, to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class action portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit as it pertains to the class action claims. You will keep any rights to assert class action claims against (or continue asserting class action claims against) Prime Now in the future for the same legal claims made in this lawsuit, at your own expense.

Class members who meet the criteria of Allegedly Aggrieved Employees may not opt out of the settlement as it pertains to the Released PAGA Claims. Such individuals who timely submit a Request for Exclusion will still receive an Individual PAGA Payment representing their portion of the PAGA Settlement Amount.

12. How Do I Tell the Court That I Don't Believe That the Settlement is Fair?

As a class member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. (See Question 14.).

All written objections should be signed by you and should include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; (3) any copies of papers, briefs, or documents upon which the objection is based; and (4) the case name and number (*Cynthia Mendoza v. Prime Now LLC*, Case Number RG20068286).

You must mail your objection postmarked or faxed no later than June 5, 2023, to the Settlement Administrator, Phoenix Settlement Administrators, at P.O. Box 7208, Orange, CA 92863.

13. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the case. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement and be legally bound by the settlement if it is approved by the Court.

If you are an Allegedly Aggrieved Employee, you may not exclude yourself from the Released PAGA Claims.

14. Do I Have a Lawyer in this Case?

The Court decided that the law firm of Diversity Law Group (contact information below), which represents the Plaintiffs, is also qualified to represent you and all class members. You will not be charged for these lawyers. This law firm is referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will the Attorneys for the Class and the Class Representatives be Paid?

The attorneys for the Plaintiffs and the class will be paid from the Gross Settlement Fund. Class Counsel will ask for up to \$1,716,666.67 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$30,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 16 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, a service payment to (i) Plaintiff Delishia Hyde of an amount up to \$20,000.00, (ii) Plaintiff Eugenia Dubose of an amount up to \$20,000.00, (iii) Plaintiff Clara Trotter of an amount up to \$10,000.00, and (iv) Plaintiff Araya Turner of an amount up to \$10,000.00, will be paid from the Gross Settlement Fund for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

16. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Evelio Grillo on August 8, 2023, at 10:00 a.m., in Department 21 of the Superior Court of California for the County of Alameda, located at 1221 Oak Street, Oakland, CA 94612, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter a judgment, and all class members who have not requested exclusion will be deemed to have waived the Released Class Claims set forth above.

17. How Do I Receive More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement and the Amendment thereto. You can get a copy of the Settlement Agreement or Amendment by contacting Class Counsel.

Additionally, the pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>. To access the eCourt Public Portal, you must first create a new account at <https://eportal.alameda.courts.ca.gov/?q=user/register>.

After creating a new account, log in to the portal and click on the 'Searches' link, then click on the "Case Number Search." Enter RG20068286 as the case number, complete the reCAPTCHA, and click on "Search." Select the resulting link, named "Mendoza VS Prime Now LLC." The Register of Actions lists every document filed in the case. You may view those documents marked as available to download at a minimal charge.

You may also obtain copies of documents relevant to the case by reaching out to Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

18. What is the Contact Information for Class Counsel?

The address for Class Counsel is as follows:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Nicholas Rosenthal
Max W. Gavron
Kwanporn "Mai" Tulyathan
Shalom "Christine" Choo
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Cynthia Mendoza, et al. v. Prime Now LLC
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT PRIME NOW, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

NOTIFICACIÓN DEL ACUERDO DE DEMANDA COLECTIVA ("NOTIFICACIÓN")

SI USTED ES UN EMPLEADO ACTUAL O ANTERIOR NO EXENTO DE PRIME NOW LLC EN EL ESTADO DE CALIFORNIA Y USTED:

- SE LES PAGÓ UNA REMUNERACIÓN ADICIONAL (MÁS ALLÁ DEL SALARIO) QUE SE CONSIDERÓ NO DISCRECIONARIA E INCLUIBLE EN EL SALARIO ORDINARIO Y EN LA PRIMA POR PERÍODO DE COMIDAS DURANTE LA MISMA SEMANA LABORAL EN CUALQUIER MOMENTO DESDE EL 6 DE ABRIL DE 2016 HASTA EL 15 DE AGOSTO DE 2022 INCLUIDO ("Clase del Período de Comidas");

y/o

- SE LES PAGÓ UNA REMUNERACIÓN ADICIONAL (MÁS ALLÁ DEL SALARIO) QUE SE CONSIDERÓ NO DISCRECIONARIA E INCLUIBLE EN EL SALARIO ORDINARIO Y EN EL SALARIO POR ENFERMEDAD O EN EL TIEMPO LIBRE PAGADO DURANTE LA MISMA SEMANA LABORAL Y CUYO EMPLEO FINALIZÓ EN CUALQUIER MOMENTO DESDE EL 6 DE ABRIL DE 2017 HASTA EL 15 DE AGOSTO DE 2022 INCLUIDO ("Clase de la paga por enfermedad").

USTED PUEDE SER ELEGIBLE PARA RECIBIR DINERO COMO PARTE DE UN ACUERDO.

El Tribunal Superior del Condado de Alameda ("Tribunal") autorizó el envío de este Aviso por parte de Phoenix Settlement Administrators ("Administrador del Acuerdo"). Esto no es un anuncio. Esto no es una solicitud de un abogado.

PSA ID: PRNMDZ10001
ATTN: Arbreesha M Aaron
2305 E 118th St
Los Angeles, CA 90059-2615

**SE ESTIMA QUE USTED RECIBIRÁ
APROXIMADAMENTE \$52.51 A
TRAVÉS DE ESTE ACUERDO DE
DEMANDA COLECTIVA**

SUS DERECHOS Y OPCIONES LEGALES EN ESTE PLEITO

NO HACER NADA	Usted recibirá un pago del acuerdo. Si no hace nada, continuará su participación en esta demanda, y se verá afectado por el resultado de este caso. Recibirá un pago del acuerdo; sin embargo, perderá cualquier derecho a presentar reclamaciones contra Prime Now LLC ("Prime Now") por separado por las mismas reclamaciones legales presentadas en la demanda. El importe estimado de su pago de conciliación se muestra más arriba. Para recibir su pago de liquidación, todo lo que tiene que hacer es mantener informado al Administrador de la Liquidación de su dirección postal actual. Una vez que el Tribunal conceda la aprobación definitiva del acuerdo, el Administrador del Acuerdo le enviará por correo su cheque a la dirección que conste en sus archivos.
PUEDE PEDIR QUE SE LE EXCLUYA DEL ACUERDO (Fecha límite: 5 de junio de 2023)	Si solicita ser excluido del acuerdo, no obtendrá ningún pago del acuerdo, pero conservará cualquier derecho a presentar reclamaciones contra Prime Now por separado por las mismas reclamaciones legales presentadas en esta demanda. Importante: No puede solicitar ser excluido y aún así obtener un pago del acuerdo por las Reclamaciones colectivas liberadas (definidas más adelante). Sin embargo, si usted es un Empleado Presuntamente Agraviado (definido más adelante), no puede solicitar excluirse de las Reclamaciones PAGA Liberadas (definidas más adelante) y aún así recibirá su Pago PAGA Individual.
PUEDE OBJETAR EL ACUERDO (Fecha límite: 5 de junio de 2023)	Si no está de acuerdo con el acuerdo, puede enviar una objeción por escrito al Administrador del Acuerdo antes de la fecha límite o comparecer personalmente en la audiencia de aprobación final. Si su objeción es desestimada por el Tribunal, seguirá estando obligado por los términos del acuerdo y recibirá el pago del mismo. Importante: Si objeta al acuerdo, no puede solicitar también ser excluido.

ESTOS DERECHOS Y OPCIONES -Y LOS PLAZOS PARA EJERCERLOS- SE EXPLICAN EN ESTE AVISO.

El Tribunal está a cargo de esta demanda y ha aprobado preliminarmente el acuerdo tal y como se propuso, pero el Tribunal aún tiene que decidir si aprueba finalmente el acuerdo. Los pagos se efectuarán si el Tribunal aprueba el acuerdo y después de que se resuelvan las apelaciones, si las hubiera. **Por favor, tenga paciencia.**

1. ¿Por qué debe leer este aviso?

Debe leer este Aviso porque puede tener derecho a recibir dinero de un acuerdo de demanda colectiva.

2. ¿De qué trata esta demanda?

En la demanda, los demandantes alegan que Prime Now no incluyó todas las remuneraciones no discrecionales en la tarifa salarial regular durante los periodos de pago en los que los demandantes y otros empleados devengaron primas por periodo de comidas y/o salarios por baja por enfermedad. Como resultado del supuesto pago insuficiente de las primas del periodo de comidas y/o de los salarios por enfermedad, los Demandantes alegan que las declaraciones salariales correspondientes no indicaban con exactitud las tarifas salariales y los salarios brutos y netos devengados. Además, los demandantes alegan que Prime Now no pagó puntualmente todos los salarios adeudados tras la separación del empleo.

Prime Now niega todas las acusaciones de la demanda y niega que haya cometido ninguna infracción. Prime Now afirma que cumplió con todos los requisitos legales, pero está resolviendo esta acción para evitar el riesgo y los costes de nuevos procedimientos legales.

3. ¿Por qué se trata de una demanda colectiva?

Esta demanda es una demanda colectiva. En una demanda colectiva, una o más personas, denominadas representante de la clase (en este caso, Delishia Hyde, Eugenia Dubose, Clara Trotter y Araya Turner), demandan en nombre de personas que supuestamente tienen reclamaciones similares. Todas estas personas constituyen una clase o miembros de una clase. Un caso resuelve las cuestiones para todos los miembros de la clase, excepto para aquellos que se excluyan de la clase. El Tribunal Superior del Condado de Alameda es el encargado del caso. La demanda se conoce como *Cinthia Mendoza contra Prime Now LLC*, Caso n° RG20068286.

4. ¿Por qué hay un acuerdo?

El Tribunal no decidió a favor de los demandantes ni de Prime Now. Los demandantes creen que podrían haber ganado en el juicio. Prime Now piensa que habría ganado en el juicio. Pero no hubo juicio. En su lugar, ambas partes acordaron un acuerdo. De ese modo, evitan los riesgos y el coste del litigio, y las personas potencialmente afectadas obtendrán una compensación. Los representantes del colectivo y los abogados creen que el acuerdo es justo y razonable.

5. ¿Cómo sé si soy parte del acuerdo?

El Tribunal ha decidido que los siguientes individuos son miembros de la clase:

- todos los empleados actuales y anteriores no exentos de Prime Now en el Estado de California a los que se les pagó una remuneración adicional (más allá del salario) que fue tratada como no discrecional e incluíble en la tarifa regular de pago y en la paga extra del periodo de comidas durante la misma semana laboral en cualquier momento desde el 6 de abril de 2016 hasta el 15 de agosto de 2022 inclusive ("Clase del periodo de comidas")

y/o

- todos los empleados actuales y anteriores no exentos de Prime Now en el Estado de California a los que se les pagó una remuneración adicional (más allá del salario) que fue tratada como no discrecional e incluíble en la tarifa regular de pago y salarios por enfermedad o tiempo libre pagado durante la misma semana laboral y cuyo empleo terminó en cualquier momento durante el 6 de abril de 2017, hasta el 15 de agosto de 2022 inclusive ("Clase de la paga por enfermedad").

Juntos, el Grupo del Periodo de Comidas y el Grupo de la Paga por Enfermedad constituyen el "Grupo".

Si ha recibido esta Notificación, usted es miembro de la Clase.

6. ¿Qué proporciona el acuerdo?

El acuerdo propuesto prevé un pago en efectivo por parte de Prime Now por un importe de Cinco Millones Ciento Cincuenta Mil Dólares (\$5,150,000.00) para resolver total y definitivamente todas las reclamaciones del pleito (denominado "Fondo Bruto del Acuerdo"). El importe total que se distribuirá a los miembros del grupo que puedan ser localizados, y que no se excluyan del acuerdo, será el Fondo Bruto del Acuerdo menos lo siguiente (el "Importe Neto del Acuerdo"): (a) costos de administración de la conciliación estimados en \$97,000.00; (b) pagos de mejora de los representantes de la clase a (i) la demandante Delishia Hyde que no excederán los \$20,000.00, (ii) la demandante Eugenia Dubose que no excederán los \$20,000.00, (iii) la demandante Clara Trotter que no excederán los \$10,000.00, y (iv) la demandante Araya Turner que no excederán los \$10,000.00, por su trabajo y

esfuerzos en la prosecución de este caso y por asumir los riesgos de los costos (en caso de que el resultado no fuera favorable); (c) los honorarios de los abogados del Abogado de la Clase que no excedan de \$1,716,666.67; (d) los costos y gastos reales del litigio del Abogado de la Clase, respaldados por declaración, que no excedan de \$30,000.00; y (e) el pago de \$150,000.00 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral. **Los honorarios y costos de los abogados de los Abogados de la Clase quedan sujetos a la aprobación final del Tribunal.**

Ninguna parte del Importe Neto del Acuerdo será devuelta a Prime Now. En su lugar, cualquier porción no reclamada se entregará a Feeding America, una organización sin ánimo de lucro con sede en Estados Unidos que gestiona una red nacional de más de 200 bancos de alimentos que alimentan a más de 46 millones de personas a través de despensas de alimentos, comedores sociales, refugios y otras agencias comunitarias, incluso en todo California.

7. ¿A cuánto ascenderá mi pago?

Su parte estimada de la liquidación se indica más arriba y se basa en el número de Semanas Laborales Habilitantes que haya trabajado. Una Semana Laboral Habilitante se determina de la siguiente manera:

- Si usted es miembro de la Clase del Periodo de Comidas, es el número de semanas en las que realizó al menos un día de trabajo, durante el periodo comprendido entre el 6 de abril de 2016 hasta el 15 de agosto de 2022 inclusive.
- Si pertenece a la categoría de subsidio por enfermedad, es el número de semanas en las que realizó al menos un día de trabajo, durante el periodo comprendido entre el 6 de abril de 2017 y el 15 de agosto de 2022, ambos inclusive.
- Si es miembro de ambas clases, entonces se basará en el número total de Semanas Laborales Calificadas que se hayan trabajado en cada clase.

En base a los registros de Prime Now, usted es miembro del Clases de período de comida y pago por enfermedad. En base a ello, se determina que el número de Semanas Laborales Calificadas que usted trabajó es 18. Si esta información parece correcta, no necesita hacer nada más para recibir el pago de su liquidación. Si no está de acuerdo con el número de Semanas Laborales Habilitantes, consulte a continuación (Pregunta 9).

8. ¿Cómo recibo un pago?

Para tener derecho al pago, no es necesario que haga nada. El Administrador del Acuerdo le enviará por correo un cheque en un plazo aproximado de sesenta y cinco días después de que el Tribunal dicte una sentencia basada en este acuerdo, pero posiblemente más tarde dependiendo de si hay alguna apelación de la sentencia dictada por el Tribunal.

9. ¿Qué pasa si creo que la información es inexacta?

Si cree que el número de Declaraciones de Salario Calificado que recibió es inexacto, puede disputarlo enviando una carta a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 a más tardar el 5 de junio de 2023. Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y una declaración sobre qué y por qué impugna. Adjunte también una copia de cualquier documentación que desee incluir para apoyar su disputa.

10. ¿A qué estoy renunciando para recibir un pago de liquidación?

A menos que solicite ser excluido del acuerdo, usted sigue formando parte de la clase del acuerdo, y eso significa que no puede hacer valer reclamaciones contra, seguir haciendo valer reclamaciones contra, o ser parte de cualquier otra demanda contra Prime Now o las otras Partes Exoneradas por cualquier reclamación legal basada en el objeto de este acuerdo.

"Partes exoneradas" significa Prime Now y cada uno de sus pasados, presentes y/o futuros, directos y/o indirectos, funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversores, accionistas, administradores, empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas.

Específicamente, usted estará renunciando o "liberando" las reclamaciones que se resumen a continuación, tal y como se definen completamente en el Acuerdo de Solución de las Partes:

- Si usted es miembro de la Clase del Período de Comida, usted está liberando todos los reclamos, acciones, demandas, causas de acción, juicios, deudas, obligaciones, demandas, derechos, responsabilidades, o teorías legales de desagravio, que se basan en los hechos y teorías legales afirmadas en la demanda operativa en la Acción, incluyendo sin limitación reclamos por (1) no proporcionar períodos de comida o primas por períodos de comida en violación del Código Laboral §§ 226.7 y 512 del Código Laboral; (2) falta de pago del tiempo por enfermedad o del tiempo libre remunerado en violación de los artículos 201-203 y 246 del Código Laboral; (3) falta de pago oportuno de todos los salarios adeudados por separación del empleo en violación de los artículos 201, 202 y 203 del Código Laboral; (4) falta de entrega de

declaraciones salariales precisas en violación del artículo 226 del Código Laboral; y (5) violaciones del artículo 17200 y *siguientes* del Código de Negocios y Profesiones, basadas únicamente en los hechos alegados en la demanda operativa durante el período comprendido entre el 6 de abril de 2016 y el 15 de agosto de 2022 inclusive;

- Si usted es miembro del Grupo de la Paga por Enfermedad, está renunciando a todas las reclamaciones, acciones, demandas, causas de acción, juicios, deudas, obligaciones, exigencias, derechos, responsabilidades o teorías legales de reparación, que se basen en los hechos y las teorías legales afirmadas en la demanda operativa de la Acción, incluyendo sin limitación las reclamaciones por (1) no proporcionar períodos de comida o primas por períodos de comida en violación del Código Laboral §§ 226.7 y 512 del Código Laboral; (2) falta de pago del tiempo por enfermedad o tiempo libre remunerado en violación de los artículos 201-203 y 246 del Código Laboral; (3) falta de pago oportuno de todos los salarios adeudados por separación del empleo en violación de los artículos 201, 202 y 203 del Código Laboral; (4) falta de entrega de declaraciones salariales precisas en violación del artículo 226 del Código Laboral; y (5) violaciones del artículo 17200 y *siguientes* del Código de Negocios y Profesiones, basadas únicamente en los hechos alegados en la demanda operativa durante el período comprendido entre el 6 de abril de 2017 y el 15 de agosto de 2022 inclusive.

En conjunto, se hará referencia a lo anterior como las "Reclamaciones colectivas exoneradas".

Para los Miembros de la Clase clasificados como Empleados Presuntamente Agraviados, la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA", por sus siglas en inglés) proporcionará una liberación adicional de las siguientes reclamaciones ("Reclamaciones PAGA Liberadas"):

- Todas las reclamaciones de sanciones civiles conforme a la Ley de Abogados Generales Privados (codificada en el Código Laboral § 2698, y *siguientes*) basadas en los hechos y las teorías legales afirmadas en la demanda operativa en la Acción, incluyendo sin limitación las reclamaciones PAGA por (1) no proporcionar períodos de comida o primas por períodos de comida en violación del Código Laboral §§ 226.7 y 512; (2) falta de pago de tiempo por enfermedad o tiempo libre remunerado en violación de los §§ 201-203 y 246 del Código Laboral; y (3) falta de pago oportuno de todos los salarios adeudados por separación del empleo en violación de los §§ 201, 202 y 203 del Código Laboral; y (4) falta de entrega de declaraciones salariales precisas en violación del § 226 del Código Laboral basadas únicamente en los hechos alegados en la demanda operativa durante el período comprendido entre el 11 de junio de 2019 y el 15 de agosto de 2022.

Los Empleados Presuntamente Agraviados se definen como:

- todos los empleados actuales y anteriores no exentos de Prime Now en el Estado de California a los que se les pagó una remuneración adicional (más allá del salario) que fue tratada como no discrecional e incluible en la tarifa regular de pago y en la paga extra del periodo de comidas durante la misma semana laboral en cualquier momento entre el 11 de junio de 2019 y el 15 de agosto de 2022

y/o

- todos los empleados actuales y anteriores no exentos de Prime Now en el Estado de California a los que se les pagó una remuneración adicional (más allá del salario) que fue tratada como no discrecional e incluible en la tarifa regular de pago y salarios por enfermedad o tiempo libre pagado durante la misma semana laboral y cuyo empleo finalizó en cualquier momento durante el 11 de junio de 2019, hasta el 15 de agosto de 2022 inclusive.

Aún si usted decide que no desea participar en el acuerdo de las Demandas Colectivas Liberadas, si usted es un Empleado Presuntamente Agraviado la LWDA aún liberará las Demandas PAGA Liberadas. Las Partes acuerdan que el Acuerdo es y puede ser usado, en la mayor medida permitida por la ley, como una defensa completa y total ante cualquier reclamación posterior hecha valer por los Empleados Presuntamente Agraviados bajo PAGA supuestamente en nombre de la LWDA, las cuales están cubiertas por el Acuerdo y específicamente las Exoneraciones en los Párrafos 28 y 58.

11. ¿Cómo me excluyo del acuerdo?

Para excluirse del acuerdo, debe enviar por correo una carta al Administrador del Acuerdo indicando que desea ser excluido del acuerdo *Cynthia Mendoza contra Prime Now LLC*.

Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y su firma. Debe enviar su carta de exclusión por correo con matasellos o por fax a más tardar el 5 de junio de 2023, al Administrador del Acuerdo a P.O. Box 7208, Orange, CA 92863.

Si presenta una solicitud de "exclusión voluntaria" válida y a tiempo, dejará de ser miembro de la demanda colectiva y no recibirá ningún dinero de la parte del acuerdo correspondiente a la demanda colectiva, ni podrá oponerse al acuerdo, pero no estará legalmente obligado por nada de lo que ocurra en este pleito en lo que se refiere a las reclamaciones de la demanda colectiva. Usted conservará cualquier derecho a hacer valer reclamaciones de demanda colectiva contra (o seguir haciendo valer reclamaciones de demanda colectiva contra) Prime Now en el futuro por las mismas reclamaciones legales formuladas en este pleito, corriendo con los gastos.

Los miembros del Grupo que cumplan los criterios de Empleados Presuntamente Agraviados no podrán excluirse del acuerdo en lo que respecta a las Reclamaciones PAGA Exoneradas. Dichas personas que presenten oportunamente una Solicitud de Exclusión seguirán recibiendo un Pago PAGA Individual que represente su parte del Importe del Acuerdo PAGA.

12. ¿Cómo le digo al tribunal que no creo que el acuerdo sea justo?

Como miembro del grupo, puede oponerse al acuerdo si cree que es injusto o inadecuado. Puede exponer las razones por las que cree que el Tribunal no debería aprobar el acuerdo. Si se opone y sigue los procedimientos establecidos en esta sección, su objeción será tenida en cuenta.

Si decide oponerse al acuerdo propuesto, puede hacerlo por escrito. También puede comparecer en la Audiencia de Aprobación Definitiva, en persona o a través de un abogado a sus expensas, siempre que notifique al Tribunal su intención de hacerlo. (Véase la pregunta 14.).

Todas las objeciones escritas deben estar firmadas por usted y deben incluir (1) su nombre completo, dirección y número de teléfono; (2) una declaración escrita de la base de su objeción; (3) cualquier copia de papeles, escritos o documentos en los que se base la objeción; y (4) el nombre y número del caso (*Cinthia Mendoza contra Prime Now LLC*, Caso Número RG20068286).

Debe enviar su objeción por correo con matasellos o por fax a más tardar el 5 de junio de 2023, al Administrador del Acuerdo, a Phoenix Settlement Administrators, at P.O. Box 7208, Orange, CA 92863.

13. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del acuerdo. Sólo puede objetar si permanece en la demanda colectiva. Excluirse, por otro lado, es decirle al Tribunal que no quiere formar parte del caso. Si se excluye, no tiene base para objetar porque el caso ya no le afecta. Sin embargo, si presenta una objeción, seguirá recibiendo los beneficios del acuerdo y estará legalmente obligado por el mismo si el Tribunal lo aprueba.

Si usted es un Empleado Presuntamente Agraviado, no puede excluirse de las Reclamaciones PAGA Exoneradas.

14. ¿Tengo abogado en este caso?

El Tribunal decidió que el bufete de abogados Diversity Law Group (información de contacto más abajo), que representa a los demandantes, también está cualificado para representarle a usted y a todos los miembros del grupo. No se le cobrará por estos abogados. A este bufete de abogados se le denomina "Abogado del grupo". Si desea ser representado por su propio abogado, puede contratar uno a su costa.

15. ¿Cómo se pagará a los abogados del grupo y a los representantes del grupo?

Los abogados de los demandantes y del grupo de demandantes serán pagados con cargo al Fondo Bruto del Acuerdo. Los Abogados del grupo solicitarán hasta \$1,716,666.67 en concepto de honorarios de abogados y por los costes reales del litigio incurridos hasta un máximo de \$30,000.00, cuyo importe real será determinado por el Tribunal en la vista de aprobación final (véase la sección 16 más adelante para más detalles sobre cuándo tendrá lugar esta vista). Los miembros de la demanda colectiva (como usted) no tienen que pagar los honorarios ni las costas del abogado de la demanda colectiva. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

Si el Tribunal lo aprueba, se pagará un pago por servicios a (i) la demandante Delishia Hyde de un monto de hasta \$20,000.00, (ii) la demandante Eugenia Dubose de un monto de hasta \$20,000.00, (iii) la demandante Clara Trotter de un monto de hasta \$10,000.00, y (iv) la demandante Araya Turner de una cantidad de hasta \$10,000.00, serán pagados del Fondo Bruto de Compensación por su trabajo y esfuerzos en la prosecución de este caso, y por asumir los riesgos de los costos (en caso de que el resultado de esta demanda no fuera favorable).

16. Notificación de Audiencia sobre la Aprobación Definitiva y las Objeciones al Acuerdo de Demanda Colectiva.

El Tribunal ha aprobado preliminarmente el acuerdo y celebrará una audiencia de aprobación definitiva para decidir si otorga la aprobación definitiva al acuerdo. Esta audiencia se celebrará ante el Honorable Evelio Grillo el 8 de agosto de 2023, a las 10:00 a.m., en el Departamento 21 del Tribunal Superior de California para el Condado de Alameda, ubicado en 1221 Oak Street, Oakland, CA 94612, para determinar si el acuerdo propuesto es justo, razonable y adecuado, y si debe ser aprobado definitivamente por el Tribunal. Si hay objeciones, el Tribunal las considerará. Tras la vista, el Tribunal decidirá si aprueba el acuerdo. No sabemos cuánto tiempo llevará esta decisión. La audiencia de aprobación final puede ser aplazada sin previo aviso. El Tribunal podrá aplazar o continuar la audiencia de vez en cuando, sin más notificación, según le indique el Tribunal.

Una vez que el Tribunal conceda la aprobación final, el Tribunal dictará sentencia, y se considerará que todos los miembros del grupo que no hayan solicitado la exclusión han renunciado a las Demandas Colectivas Liberadas expuestas anteriormente.

17. ¿Cómo puedo recibir más información?

Esta Notificación resume el acuerdo propuesto. Encontrará más detalles en el Acuerdo de Conciliación y en la Enmienda al mismo. Puede obtener una copia del Acuerdo de Conciliación o de la Enmienda poniéndose en contacto con el Abogado del Grupo.

Además, los alegatos y otros expedientes de este litigio, incluido el Acuerdo transaccional, pueden examinarse en línea en el sitio web del Tribunal Superior del Condado de Alameda, conocido como "eCourt Public Portal", en <https://eportal.alameda.courts.ca.gov/>. Para acceder al Portal, primero debe crear una nueva cuenta en <https://eportal.alameda.courts.ca.gov/?q=user/register>.

Después de crear una nueva cuenta, entre en el portal y haga clic en el enlace "Searches", después haga clic en "Case Number Search". Introduzca RG20068286 como número de caso, complete el reCAPTCHA y haga clic en "Search". Seleccione el enlace resultante, llamado "Mendoza VS Prime Now LLC". El Registro de Acciones enumera todos los documentos presentados en el caso. Puede ver los documentos marcados como disponibles para descargar con un coste mínimo.

También puede obtener copias de los documentos relevantes para el caso poniéndose en contacto con el Abogado del Grupo.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O AL ABOGADO DEL DEMANDADO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE RECLAMACIÓN.

18. ¿Cuál es la información de contacto de los abogados del grupo?

La dirección de los Abogados del Grupo es la siguiente:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Nicholas Rosenthal

Max W. Gavron

Kwanporn "Mai" Tulyathan

Shalom "Christine" Choo

515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

Teléfono: (213) 488-6555

Fax: (213) 488-6554

¿Y SI TENGO PREGUNTAS?

Si tiene alguna pregunta sobre el acuerdo, puede ponerse en contacto con el Administrador del Acuerdo:

Cinthia Mendoza, et al. contra Prime Now LLC

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Teléfono: (800) 523-5773

Fax: (949) 209-2503

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE ACUERDO.

POR FAVOR, NO SE PONGA EN CONTACTO CON PRIME NOW, SUS DIRECTIVOS O ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE ACUERDO.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	23183
Opt Out Rate	0.04%
Opt Outs Received	9
Total Class Claimants	23174
Subtotal Admin Only	\$113,886.07

TOTAL COSTS	\$97,000.00
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Fixed Fee

July 12, 2023

Case: Mendoza v. Prime Now

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	2,318	\$4,636.60
NCOA (USPS)	\$0.15	23183	\$3,477.45
Total			\$8,854.05

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	23,183	\$3,477.45
Notice Packet & Opt-Out Form	\$1.25	23,183	\$28,978.75
Postage (up to 1 oz.)	\$0.84	23,183	\$19,473.72
Language Translation	\$1,200.00	1	\$1,200.00
Total			\$53,444.92

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	1,115	\$1,672.50
Remail Notice Packets	\$1.25	1,040	\$1,300.00
Postage	\$0.84	1,040	\$873.60
Programing Undeliverables	\$50.00	2	\$100.00
Total			\$4,111.10

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	23,174	\$23,174.00
Estimated Postage Checks, W2 and 1099	\$0.50	23,174	\$11,587.00
Total			\$36,076.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	100	\$150.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	5,000	\$7,500.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$10,480.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$113,886.07