

1 **MAYALL HURLEY, P.C.**
2 **ROBERT J. WASSERMANN (SBN: 258538)**
3 rwassermann@mayallaw.com
4 **JENNY D. BAYSINGER (SBN: 251014)**
5 jbaysinger@mayallaw.com
6 **112 S Church Street**
7 **Lodi, California 95240**
8 **Telephone (209) 477-3833**
9 **Facsimile: (209)473-4818**

10 **Attorneys for Plaintiffs LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR,**
11 **individually, on behalf of all others similarly situated, and as a proxy for the LWDA**

12 **UNITED STATES DISTRICT COURT**
13 **EASTERN DISTRICT OF CALIFORNIA**

14 **LEILANI KRYZHANOVSKIY, PATRICIA**
15 **SALAZAR ,individually, on behalf of all others**
16 **similarly situated, and as a proxy for the**
17 **LWDA;**

18 **Plaintiff,**

19 **v.**

20 **AMAZON.COM SERICES, INC., a Delaware**
21 **corporation; AMAZON.COM SERVICES,**
22 **LLC, a Delaware limited liability company; and**
23 **DOES 1-100, inclusive,**

24 **Defendants.**

25 **Case No.: 2:21-cv-01292-BAM**

26 **DECLARATION OF JENNY D.**
27 **BAYSINGER IN SUPPORT OF**
28 **PLAINTIFF'S MOTION FOR**
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: January 26, 2024
Time: 9:00 a.m.
Location: Courtroom 8, 6th Floor
Judge: Hon. Barbara A. McAuliffe

I, Jenny D. Baysinger, declare:

1. I am an attorney duly licensed to practice before all the courts of this state and am a shareholder of Mayall Hurley P.C., attorneys for Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar, individually, on behalf of all others similarly situated, and as proxy for the LWDA (collectively, "Plaintiffs").

2. I have personal knowledge of the matters set forth herein and, if called upon to do so, could and would competently testify thereto under oath.

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Pre-Mediation Procedural History

3. My office began investigating Leilani Kryzhanovskiy's claims in March 2021 and undertook formal representation of her in April 2021. Kryzhanovskiy was represented by Mark S. Adams of the Law Offices of Mark S. Adams. Mr. Adams contacted my office so that we could primarily handle the representation moving forward, with him/his office in an assisting role. My office and Mr. Adams' office will be collectively referred to as "Class Counsel."

4. At the time we undertook her representation, Kryzhanovskiy was a full time OnSite Medical Representative working in an Amazon warehouse in Stockton, California. Kryzhanovskiy continues to be employed by Amazon as an Onsite Medical Representative, but is now working in Texas.

5. On May 27, 2021, my office submitted a notification letter to the Labor & Workforce Development Agency ("LWDA") outlining Labor Code violations alleged to have been committed against Kryzhanovskiy and other aggrieved employees by Amazon.

6. On July 22, 2021, my office filed a Class and Representative Action Complaint for Damages and Civil Penalties on behalf of Kryzhanovskiy and all others similarly situated in the United States District Court, Eastern District of California Case No. 2:21-cv-01292-BAM (the "Action"). Through the initial complaint, Kryzhanovskiy asserted class action claims for 1) failure to pay overtime, 2) failure to furnish accurate wage statements, 3) violation of the Equal Pay Act, and 4) violation of the UCL.

7. The Complaint also asserted individual claims for gender discrimination, FEHA retaliation, Labor Code retaliation, failure to timely provide payroll records, and failure to timely provide personnel records (the "Kryzhanovskiy Individual Claims").

8. On August 20, 2021, my office filed a First Amended Class and Representative Action Complaint for Damages and Civil Penalties ("FAC") to add a claim seeking to assess and collect civil penalties pursuant to the PAGA.

9. On September 10, 2021, Defendants Amazon.com Services, Inc. and Amazon.com Services, LLC (collectively, "Amazon") filed a motion to dismiss Kryzhanovskiy's fourth cause of

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1 action (UCL violation), as well as Kryzanovskiy's individual retaliation claims, pursuant to Federal
2 Rules of Civil Procedure Rule 12(b)(6).

3 10. After full briefing, on June 29, 2022, United States District Judge Dale A. Drozd issued
4 an order denying Amazon's motion to dismiss, in its entirety.

5 11. On July 13, 2022, Amazon filed their Answer to the FAC.

6 **Investigation, Discovery**

7 12. Through independent inquiry, research, formal and informal discovery, Class Counsel
8 thoroughly and diligently investigated and pursued the Class Claims. This process has included, but
9 not been limited to, (1) obtaining and reviewing Plaintiffs' personnel files, payroll records, and time
10 records through formal and informal discovery; (2) researching Defendants, the scope of their
11 operations (both within and outside of California) and their relationship with one another; (3)
12 identifying, researching, and pleading the appropriate claims, including amending the Lawsuit to assert
13 additional claims as they ripened and/or were discovered; (4) exhausting administrative remedies; (5)
14 identifying, requesting, securing, and reviewing pertinent policies, practices, and procedures; (6)
15 identifying, requesting, and securing the payroll and time records for a statistically significant
16 sampling of 10% of the Class; (7) propounding formal and informal discovery to secure relevant
17 policy documents and numerical information regarding the size of the class and the scope of the
18 claims, (8) retaining an expert to analyze the payroll and time data provided by Defendants and
19 personally conducting spot checks to ensure the accuracy of the damages calculations; (9) researching
20 and evaluating the scope of additional and/or previous actions and their potential impact on the Class
21 Claims; (10) creating a reliable damages model; (11) developing and implementing a strategy for
22 mediation and settlement; and (12) securing Plaintiff Salazar's participation in order to ensure that
23 potential waiting time penalty claims would also be appropriately addressed through the Settlement.

24 13. In November 2021, the Parties exchanged initial disclosures pursuant to Federal Rules
25 of Civil Procedure Rule 26.

26 14. In April 2022, while Defendants' motion to dismiss was pending, Plaintiff propounded
27 initial formal discovery on each of the Defendants consisting of Interrogatories, Requests for
28 Production of Documents, and Requests for Admission (the "Initial Written Discovery").

1 15. In April 2022, Defendants also propounded initial written discovery on Plaintiff,
2 including Interrogatories and Requests for Admission.

3 16. On June 13, 2022, Defendants provided verified responses to the Initial Written
4 Discovery. Prior to formal discovery, Defendants had already produced 229 pages of records,
5 primarily consisting of information relating to Plaintiff Kryzhanovskiy individually.

6 17. In July 2022, Plaintiff provided verified responses and responsive documents to
7 Defendants' Initial Written Discovery.

8 18. In September 2022, Defendants produced an additional 250+ pages of responsive
9 documents.

10 19. Between October 2022 and February 2023, the Parties met and conferred regarding an
11 appropriate and acceptable sampling of the time and wage records of putative class members as well
12 as a potential *Belaire-West* notice process. Defendants agreed to produce a sampling of the time and
13 wage records (and contact information) of 10% of the 3000+ people putative class, pending further
14 discussion as to whether additional records/sampling would be appropriate/necessary.

15 20. In March 2023, the Parties selected experienced wage and hour class action mediator
16 Lisa Klerman, Esq. as a mutually acceptable neutral and scheduled mediation to proceed August 31,
17 2023.

18 21. Also in March 2023, Defendants produced the time and wage records of 315 current
19 and former California employees along with their contact information.

20 22. Between November 2021 and execution of the Class Action Settlement
21 Agreement and Release ("Settlement", "Settlement Agreement" or "SA") in December 2023, the
22 Parties exchanged initial disclosures, propounded formal discovery, and engaged in an informal pre-
23 mediation information/data exchange.

24 23. In advance of mediation, Defendants provided Class Counsel with numerical
25 information identifying the number of Class Members, the number of workweeks in the Class Period,
26 the number of PAGA Members, the number of pay periods in the PAGA Period, the average hourly
27 rate for Class Members, and the number of employees whose employment ended July 22, 2018 or
28 later.

24. In addition, the Parties spoke at length about the strengths and weaknesses of each sides' claims and defenses, the certifiability of the claims, and the scope of Defendants' potential liability.

25. My office retained a qualified and experienced expert to analyze the data and create a damages model for use during the mediation. This included providing full evaluation of all of the data furnished by Defendants and then extrapolating to determine potential exposure over the entire Class Period.

26. Prior to the mediation, I had multiple discussions with Plaintiffs' retained expert to ensure the parameters of the analysis were appropriate and accurate, the data provided was usable and reliable (including cross-checking with Plaintiffs' time records to ensure accuracy), and the reliability of the damages model. I also personally spot-checked a number of calculations to ensure their accuracy.

Settlement Negotiations and Mediation

27. The Parties participated in a full-day remote mediation with Lisa Klerman on August 31, 2023.

28. During the mediation, both the Class Claims and the Kryzhanovskiy Individual Claims were discussed, although they were discussed entirely separately.

29. Despite their best efforts, the Parties were unable to reach an agreed upon resolution at the mediation. Instead, after the Parties had reached an impasse, Ms. Klerman contemplated submitting a mediator's proposal to the Parties.

30. On September 1, 2023, Ms. Klerman made a mediator's proposal that expired on September 8, 2023.

31. All Parties ultimately accepted Ms. Klerman’s proposal to resolve Class Claims for payment of \$3,000,000 on September 8. The Parties further agreed to resolve the Kryzhanovskiy Individual Claims for separate payment of \$25,000 and a \$1.12 increase to her hourly wage—settlement of the individual claims is not contingent upon court approval of the Class Settlement.

32. The Parties executed a Memorandum of Understanding memorializing the terms of the negotiated resolution on October 9, 2023.

33. After months of additional negotiation/discussion as to an appropriate long form settlement agreement, the Parties executed the Class Action Settlement Agreement and Release (the “Settlement Agreement”, “Settlement”, or “SA”) on December 12, 2023. A true and correct copy of the fully executed Settlement is attached hereto as **Exhibit 1**. All of the Parties’ negotiations were at arms’ length and non-collusive at all times.

Post-Mediation Procedural History

34. Following the mediation, and in order to facilitate this Court’s review of the Settlement terms, the Parties stipulated to the filing of a Second Amended Class and Representative Action Complaint for Damages and Civil Penalties (“SAC”). Through the SAC, Plaintiff Patricia Salazar was added as an additional named Plaintiff and class representative, allegations relating to FLSA collective action claims and allegations relating to any non-CA class member were excised, the Equal Pay Act claim initially asserted on a class-wide basis was removed, and a claim for violation of Labor Code section 203 (waiting time penalties) was added. The discovery process revealed a general lack of evidence indicating a pattern and practice of underpaying female employees as compared to male employees and instead reflected the issue was likely unique to Plaintiff Kryzhanovskiy individually.

35. The SAC was filed November 29, 2023.

Summary of General Settlement Terms

36. The Settlement provides for payment of a total Gross Settlement Fund of \$3,000,000 (“GSF”); \$100,000 allocated to resolve PAGA Claims and \$2,900,000 allocated to resolve the claims of a Class believed to consist of 3,232 total “current and former non-exempt employees of Defendants in California during the Class Period [July 22, 2017 through November 7, 2023] who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including doubletime” (the “Class”). SA ¶ 36. The Class is believed to have worked 146,483 workweeks during the Class Period.

37. In an effort to protect the interests of the Class, Class Counsel negotiated an escalator clause providing that if *either* the number of Class Members or the number of Workweeks increases by more than 10%, the GSF will increase by a proportional amount (i.e. increase of 13% will cause a GSF increase of 3%). SA ¶ 60.

1 38. Each Class Member's individual settlement share will be calculated based on the
2 number of Workweeks he/she worked during the Class Period, with former employees receiving credit
3 for an additional four (4) Workweeks in order to account for the additional Labor Code section 203
4 claim those individuals are releasing.

5 **Class Counsel's Damages Analysis and Valuation of the Class Claims**

6 39. The Settlement Agreement represents a compromise of highly disputed claims.
7 Defendants vigorously deny Plaintiffs' allegations in their entirety, deny that certification is
8 appropriate (except for settlement purposes), contend they have complied with the law, and assert
9 numerous affirmative defenses, both legal and factual.

10 40. The SAC and Settlement have and will result in substantial benefits to all Class
11 Members and is in the collective best interest of the Class.

12 41. Reviewing and analyzing the payroll/time data sampling, Class Counsel and their
13 expert developed a damages model illustrating Defendants' maximum exposure. Class Counsel also
14 evaluated the maximum damages against the defenses asserted by Defendants, including the
15 contention the Signing Bonuses and On Sign Bonuses did not need to be included in the "regular rate",
16 that there were overpayments of wages made to Class Members (i.e. for Sunday pay, etc.) that
17 substantially offset any alleged regular rate deficiencies, that the bonuses actually were factored in at
18 some point and thus there were no underpayments (at least for portions of the Class Period), and the
19 likelihood of success of some of Defendants' arguments to determine a more realistic and reasonable
20 anticipated damages exposure. This damages model, considered in the context of Defendants'
21 financial condition, informed the litigation and the settlement negotiations.

22 **Maximum Damages Analysis**

23 **Underpaid Overtime and Redeemed Sick Leave**

24 42. The underpaid overtime and sick pay claims are founded on a regular rate theory.
25 Plaintiffs contend Defendants failed to include/consider remuneration they received in addition to
26 hourly pay, most notably contractual Signing Bonuses and On Sign Bonuses (bonuses earned during
27 the second year of employment), when calculating the "regular rate of pay" at which they were
28 compensated for overtime and doubletime work and redeemed sick leave. See Exhs. 2-6.

1 43. The expert retained by my office reviewed the sampling of wage records provided by
2 Defendants and calculated the actual underpaid OT/DT and sick pay due to regular rate miscalculations
3 for the sampled Class Members. That amount was then extrapolated across the entire Class and the
4 entire Class Period.

5 44. The expert retained by my office determined the maximum underpaid
6 overtime/doubletime *without any offsets* is **\$5,104,572** (applying offsets at the employee level reduces
7 the overall maximum exposure to \$4,468,881).

8 45. With respect to underpaid redeemed sick leave, our expert calculated the maximum
9 underpayment at **\$942,365**.

10 Waiting Time Penalties

11 46. According to data provided by Defendants, and confirmed by Plaintiffs' expert, it is
12 expected that 1,310 Class Members had their employment with Defendants end between July 22, 2018
13 and November 7, 2023. The average hourly rate determined through the sampling is \$25.08. The
14 *maximum* waiting time penalty exposure is thus **\$7,885,152**.

15 Wage Statement Damages

16 47. Plaintiffs asserted derivative wage statement violations, based upon the inaccuracies
17 outlined above. Specifically, since Defendants did not include bonus earnings in the regular rate of
18 pay, each wage statement during which an employee earned OT/DT and/or redeemed sick leave and
19 also earned a bonus failed to accurately identify gross wages earned, net wages earned, and the rate of
20 pay at which OT/DT or redeemed sick leave was actually paid.

21 48. In addition, because Signing Bonuses were paid in a lump sum (but earned on a per pay
22 period basis over the first year) and On Sign Bonuses were paid every other pay period (but earned
23 every pay period during the second year), the wage statements during the periods in which those
24 bonuses were earned fail to accurately identify gross and net wages earned.

25 49. Our expert identified the wage statements that would produce inaccuracies, both
26 derivative and stand-alone, and determined the maximum statutory penalty exposure for wage
27 statement violations is **\$1,932,500**.

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1 50. In total, Defendants' exposure for damages and statutory penalties based on the Class
2 Claims was calculated at **\$15,864,589**. This equates to a maximum average value of only \$4,908.60
3 per Settlement Class Member.

4 51. The Settlement amount allocated to Class Claims (\$2,900,000) constitutes 18% of the
5 maximum potential recovery available to the Class if they prevailed entirely on each of the legal
6 theories *and* proved all of the damages actually occurred (i.e. staved off any claims of potential offsets
7 because of overpayments for other types of wages).

8 52. The average gross value of the Settlement is \$897.28 per Class Member
9 (\$2,900,000/3232)

10 53. These all-in figures assume a 100% probability of prevailing at certification, defeating
11 Defendants' planned motion for summary judgment, maintaining certification through trial, and
12 prevailing completely after a trial on the merits.

13 54. Under the circumstances, and considering the legal and factual defenses asserted by
14 Defendants in the context of their financial state, 100% success and collection is unlikely.

15 **Defendant's Defenses and Realistic Liability**

16 55. Because 100% success in litigation is unrealistic, Class Counsel also determined a
17 much more realistic estimate for the potential recovery of the Class. Under this more measured
18 approach, Class Counsel (1) applied a one-third discount to the underpaid OT/DT claim to account for
19 the possibility that substantial offsets would be applied based on overpayments of wages to Class
20 Members in other contexts (including overpayments in connection with On Sign Bonuses because
21 those bonuses were factored into OT/DT whenever they were actually paid [every other period] and
22 since the value of each payment was twice the workweek value of the proportional bonus share, it
23 often resulted in substantial overpayments), leaving \$3,403,048; (2) applied no discount to the sick pay
24 claim, leaving \$942,365; (3) applied a 50% discount to the waiting time penalty claim to account for
25 the potential that some of the Class Members who are also former employees would be unable to
26 demonstrate any compensable wages that were actually unpaid during employment, leaving
27 \$3,942,576, (4) applied a 25% discount to the wage statement claim to account for the potential that

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1 injury could not be demonstrated for derivative violations and due to the technical nature of the
2 alleged deficiencies in the wage statements, leaving \$1,449,375.

3 56. Under this more measured approach, I determined the Class' realistic expectations as to
4 a damages/statutory penalty award after trial would be **\$9,737,364**.

5 57. The portion of the GSF allocated to Class claims, \$2,900,000 (\$3,000,000 - \$100,000
6 allocated to resolve PAGA Claims), represents nearly 30% (29.78%) of this realistic recovery.
7 Considering all of the risks, most notably that Defendants could claim net overpayments of wages and
8 thereby undercut the OT/DT claim and potentially eviscerate the waiting time penalty claim, I believe
9 this recovery is fair, adequate, and reasonable. The GSF allocated to Class Claims equates to an
10 average recovery of more than \$897.28 per Class Member and nearly \$20.00 (\$19.79) per workweek.

11 58. The Net Class Settlement Amount, after deducting attorneys' fees and costs
12 (\$1,000,000 and \$30,000), the Class Representative Enhancement Payments (\$17,500 total), the
13 amount allocated to resolve PAGA Claims (\$100,000), and the expected administration costs
14 (\$25,000), is expected to be \$1,827,500. Each Participating Settlement Class Member is slated to
15 actually receive a cognizable payment of \$565.44 on average; the Settlement is expected to actually
16 distribute more than \$12.00 (\$12.47) per workweek to Participating Settlement Class Members. This
17 equates to *actual* net recovery of nearly 20% (18.76%) per Class Member.

18 59. Overall, Defendants raised a number of legitimate substantive arguments against the
19 Class Claims, which have the potential to substantially limit and/or potentially eviscerate the Class'
20 recovery. At the very least, the defenses would have resulted in substantial motion practice.

21 60. Defendants were expected to vigorously challenge the substantive validity of the
22 overtime claims in two primary respects: 1) asserting the bonuses were discretionary and thus exempt
23 from inclusion in the "regular rate of pay" and 2) asserting they are entitled to offset any potential
24 underpayments based on Signing/On Sign Bonuses with premium payments/overpayments made for
25 other reasons (such as Sunday and holiday pay). 29 U.S.C. § 207(h)(2); 29 C.F.R §§ 548.501,
26 778.203; *Stiller v. Costco Wholesale Corp.*, 2013 WL 5417134 *1 (S.D. Cal. 2013).

27 61. While I believe there is little chance Defendants would be able to demonstrate the
28 Signing and On Sign Bonuses were discretionary or otherwise excludable from the regular rate of pay,

1 the offset potential creates some risk. Without question, in addition to bonuses, Amazon paid its
2 employees “premium pay” for work performed on Sundays and holidays. These types of payments are
3 expressly authorized as credits to an employer’s overtime payment obligations. While there is a
4 debate as to whether those credits can apply across work periods, or can only offset underpaid
5 overtime premiums in the same workweek, the credit issue necessarily impacts liability exposure to
6 some extent. *Stiller*, 2013 WL 5417134 * 3-6; *Franco v. City of Victorville*, 2009 WL 10668439 * 3
7 (C.D. Cal. 2009).

8 62. Certifiability of the overtime claims was likely to occur, but the actual amount of
9 damages to the class is uncertain.

10 63. In addition, Defendants were expected to argue that they could offset overtime liability
11 because of other voluntary over-payments/extra wages paid to employees (including “guarantee pay”
12 that was not required to be paid and \$2.00/hour OT premiums voluntarily paid *in addition* to OT
13 wages legally due). While I do not believe those amounts can technically operate as offsets to
14 underpaid OT and sick leave, because they are not within the narrow exceptions outlined in the FLSA,
15 they could pose a threat to the derivative waiting time penalty. *Clarke v. AMN Svcs., LLC*, 2022 WL
16 20275665 * 3-4 (C.D. Cal. 2022).

17 64. A “willful” failure to pay wages is a prerequisite to the imposition of waiting time
18 penalties. E.g. *Diaz v. Grill Concepts Svcs., Inc.*, 23 Cal.App.5th 859, 875 (Cal. 2d Dist. 2018);
19 *Brewer v. General Nutrition Corp.*, 2915 WL 5072039 * 15 (N.D. Cal. 2015); *Armenta v. Osmose,*
20 *Inc.*, 135 Cal.App.4th 314, 325 (Cal. 2d Dist. 2005). Defendants were expected to argue the alleged
21 underpayments here were not willful because they reasonably and in good faith believed that voluntary
22 overpayments of wages could be used to offset any alleged underpayments. While the law is clear that
23 an employer cannot deduct overpaid wages from wages to be paid, the law does not suggest an
24 employer cannot utilize overpayments as credit towards alleged underpayments. *Davis v. Farmers*
25 *Ins. Exchange*, 245 Cal.App.4th 1302, 1334 (Cal. 2d Dist. 2016). Moreover, the law within the Ninth
26 Circuit itself is somewhat inconsistent and unsettled as to whether overpayments can offset overall or
27 just within the same workweek (with the majority limiting the period of offset).

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1 65. Further challenging the viability of the waiting time claim is Defendants’ anticipated
2 argument that it acted in good faith. While I believe the policy of distributing On Sign Bonuses every
3 other pay period (and trueing up OT/DT *only* during the periods the bonuses were actually remitted) is
4 unlawful, Defendants’ position that it was appropriate to do so is not wholly against available
5 authority. As such, the argument Amazon had a good faith basis for believing it had no outstanding
6 wage obligation to class members upon separation may get some traction. *Estrada v. Royalty Carpet*
7 *Mills, Inc.*, 76 Cal.App.5th 685, 729 (Cal. 4th Dist. 2022).

8 66. Because of the unsettled nature of the off-set issue, a court (or jury) might be inclined
9 to determine Defendants underpayments were not “willful” sufficient to justify imposition of waiting
10 time penalties. If that determination were made, a substantial amount of Defendants’ exposure would
11 be avoided.

12 67. The certifiability of the derivative wage statement claims are tied to the certifiability of
13 the underlying overtime claims and are thus subject to the risks outlined in the preceding sections.
14 E.g. *Dawson v. Hertz Transporting, Inc.*, 2018 WL 6112623 * 9 (C.D. Cal. 2018); *Lampe v. Queen of*
15 *the Valley Med. Ctr.*, 19 Cal.App.5th 832, 852 (1st Dist. Cal. 2018).

16 68. In addition, the wage statement claim is subject to the substantive challenge that
17 requisite injury is lacking because of the wholly derivative nature of the claims and the fact the wage
18 statements accurately outlined amounts *actually paid* to Class Members. *Maldonado v. Epsilon*
19 *Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-1337 (2d Dist. Cal. 2018); *Price v. Starbucks Corp.*, 192
20 Cal.App.4th 1136, 1142-1143 (Cal. 2011).

21 69. The most clear-cut and consistent alleged violations are of 226(a)(1) and (a)(5) since
22 the gross and net wages *earned* during each pay period in which a Signing or On Sign Bonus should
23 have been pro-rated are necessarily inaccurate. Those specific sub-sections, however, *are not included*
24 within the sub-sections for which injury will be “deemed” as a matter of law. Instead, specific injury
25 would need to be demonstrated, which poses cognizable risk to both certification and ultimate
26 recovery. E.g. *Boyd v. Bank of Am. Corp.*, 300 F.R.D. 431, 440-441 (C.D. Cal. 2014). The fact the
27 full bonus amounts due were actually paid (at the commencement of employment for Signing Bonuses
28 and every other pay period for On Sign Bonuses) renders demonstrating actual injury difficult.

1 70. Considering all of the circumstances, and the inherent risks in further litigation that
2 would undoubtedly have included multi-pronged legal attacks in the Class Claims, the Settlement,
3 which is expected to provide an average net recovery of more than \$500 to each Participating Class
4 Member, presents a fair, adequate, and reasonable result and the most viable avenue to actually
5 receiving monetary redress for the alleged misconduct of Defendants.

6 71. While I am confident that certification and success on the merits could have been
7 attained, continued litigation was guaranteed to be costly, time consuming, and uncertain in outcome.
8 Appellate proceedings would only further delay and jeopardize recovery by Class Members. Shifting
9 sentiment regarding PAGA claims and potential standing issues add yet another layer of concern to
10 continued litigation. By contrast, the proposed Settlement ensures timely relief and substantial
11 recovery for the Class.

12 72. The Released Claims, defined in Paragraphs 28 and 62 of the Settlement, were
13 narrowly tailored to track the factual allegations underlying the claims advanced on behalf of the Class
14 and do not include a Civil Code section 1542 waiver.

15 73. Additionally underscoring the reasonableness of the Settlement is its proportional
16 comparability to other wage and hour settlements approved against Amazon.

17 74. In the matter of *Miller v. Amazon.com, LLC*, Alameda County Superior Court Case No.
18 17-CV-03488-MMC a settlement was reached in 2021 on behalf of more than 3,000 (3,035) non-
19 exempt California delivery drivers in exchange for payment of \$2,000,000; an average gross value of
20 \$658.98 per Class Member. The claims released in *Miller* broadly included claims for unpaid
21 minimum and overtime wages, failure to provide meal and rest periods, failure to reimburse employee
22 expenses, failure to provide accurate wage statements, waiting time penalties, and violations of the
23 UCL. The Settlement here is proportionally greater with a more narrow release.

24 75. In *In re: Amazon.com Inc. Fulfillment Center Fair Labor Standards Act (FLSA) and*
25 *Wage and Hour Litigation*, United States District Court, Western District of Kentucky Case No. 3:14-
26 md-2504, Defendants resolved alleged security check off-the-clock claims for 200,000 California non-
27 exempt warehouse workers in exchange for payment of \$11,132,134, an average gross value of
28 \$55.66/per Class Member.

1 76. In *Romanov v. Amazon.com Services, LLC, et al.*, United States District Court, Central
2 District of California Case NO. 2:20-cv-02692 (approved 3/2022), Defendants resolved the claims of
3 4,981 Delivery Associates (drivers) within California in exchange for payment of \$700,000; an
4 average gross value of \$140.53. The claims released in *Romanov* broadly included claims for unpaid
5 minimum and overtime wages, failure to provide meal and rest periods, failure to timely pay wages,
6 failure to reimburse employee expenses, failure to provide accurate wage statements, waiting time
7 penalties, and violations of the UCL. The Settlement here is proportionally greater with a significantly
8 more narrow release.

9 **PAGA Penalty Exposure Calculations**

10 77. Defendants' maximum exposure for civil penalties pursuant to the PAGA was
11 calculated to be \$7,851,000, only 25% of which would have been payable to PAGA Settlement
12 Members.¹

13 78. Because PAGA penalties are discretionary, often reduced significantly by courts, and
14 because the propriety of imposing the heightened 226.3 civil penalty is questionable², a steep discount
15 of 90% or more is appropriate, leaving \$785,100.

16 79. The Settlement allocates \$100,000 to resolution of claims for PAGA civil penalties
17 arising out of the alleged violations of the Labor Code committed against the Class. This equates to
18 1.27% of the maximum and 12.7% of the realistic PAGA exposure, which is an appropriate resolution
19 under the circumstances because the punitive and deterrent purposes of the PAGA are being served by
20 the substantial damages and statutory penalties being paid to the Class in resolution of substantive
21 Class Claims. *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057 *8-9 (N.D. Cal. 2018)

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23 _____
24 ¹ 75% of any civil penalties recovered shall be paid to the LWDA and 25% to the aggrieved employees. Section 2699(i).

25 ² There is a definite split of authority regarding whether the \$250 penalty in Labor Code section 226.3 or the default \$100
26 penalty provision applies to wage statement claims. *Gunther v. Alaska Airlines, Inc.*, 72 Cal.App.5th 334, 355-356 (4th
27 Dist. Cal. 2021) (holding default PAGA penalty controls in claims for wage statement violations); *Raines v. Coastal Pac.*
28 *Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (3d Dist. Cal. 2018) ("Section 226.3 provides the civil penalty for failure
to comply. In our view, LWDA would not be prohibited from seeking civil penalties for a grossly inadequate wage
statement simply because the employer did provide a statement. Otherwise, the purpose of the statute would be thwarted.").
Labor Code section 226.3 provides a civil penalty of "two hundred fifty dollars (\$250) per employee per violation. Under
Raines, Defendants would owe \$1,669,000 (\$250 x 6,676 deficient wage statements). If the \$100 penalty is used, Xtreme's
total PAGA exposure for failing to provide accurate itemized wage statements would plummet to only \$667,600 (6,676
deficient wage statements x \$100).

(approving PAGA recovery of 0.6% of maximum); *Ahmed v. Beverly Health & Rehabilitation Svcs., Inc.*, 2018 WL 746393 *10 (ED. Cal. 2018).

80. After deduction of Settlement Administration Costs, Attorneys' Fees and Costs, the Enhancement Payments to Plaintiff's, and the PAGA Settlement Amount, it is expected that \$1,827,500 will remain to be distributed to Participating Settlement Class Members and an additional \$25,000 will be distributed to PAGA Settlement Members (regardless of whether he/she opts out of the Settlement).

81. This is substantial and cognizable monetary recovery, particularly considering the nature and inherent risks of further litigation and Defendants' financial condition and cash flow difficulties.

The Class Notice and Notice Plan Comply with Rule 23 and Satisfy Due Process

82. Attached as **Exhibit A** to the Settlement Agreement is true and correct copy of the proposed Class Notice which has been reviewed and approved by the Parties.

83. The Class Notice meets all of the requirements of procedural due process and Rule 23(e) by identifying the Plaintiff and Defendant and describing the claims and the Class Action in a straightforward manner; succinctly describing the essential terms of the proposed Settlement, including the Class Representative's proposed Enhancement Payments and the amount Class Counsel will request for attorney's fees and costs; identifying the claims that are being released by the Class; identifying all parties against whom claims are being released; informing Class Members of other pending litigation and the impact participation in the Class may have on those claims; providing Class Members with information on how to participate in, exclude themselves from, or object to the Settlement; clearly providing all applicable deadlines for such action; informing Class Members of the consequences if they decide to exclude themselves from the Settlement; and advising them that, if they choose to participate and the Settlement is approved, they will be bound by the resulting judgment. Further, the Class Notice clearly explains the manner in which Class Members can obtain further information (e.g., through the Court's website or contacting the Court or Administrator) and that the Final Approval Hearing may be moved without further notice.

///

1 84. Because all Class Members are current or former employees of Defendants, for whom
2 Defendant has current or last known addresses as well as SSNs, notice here is simpler and more
3 reliable than in other types of class actions that require published notice to reach unidentifiable class
4 members.

5 **Atticus Class Action Administration Should be Approved as Claims Administrator**

6 85. My office solicited bids from several national settlement administrators, including
7 ILYM, Simpluris, Inc., Atticus Class Action Administration, and Phoenix Class Action Administration
8 Solutions. After negotiating in an effort to obtain the most reliable and cost-effective service possible,
9 the Parties have selected Atticus to serve as Administrator.

10 86. I have experience with Atticus and have found their fees fair and competitive amongst
11 other administrators in the industry. I believe Atticus' bid of \$23,350, which was lower than the other
12 bids received (and lower than the \$25,000 the Parties' contemplated at the time the Settlement was
13 executed), is reasonable in relation to a class of this size, the work to be performed, and as compared
14 to estimates received from other administrators.

15 **Notice to the Labor and Workforce Development Agency**

16 87. The Parties have agreed that \$100,000 will be allocated to settle claims to assess and
17 collect civil penalties brought pursuant the PAGA. Labor Code § 2699(i) affirmatively mandates that
18 75 percent of the apportioned PAGA Settlement Amount – or \$75,000 – shall be payable to the
19 LWDA. The remaining 25 percent, or \$25,000, will be distributed to the PAGA Settlement Members
20 (Settlement Class Members who were employed between August 20, 2020 to November 7, 2023).
21 Under the circumstances, I believe such amount is reasonable and sufficiently serves the deterrent and
22 punitive purposes of the PAGA. The Parties expect that at least at least \$1,827,500 will ultimately be
23 distributed to Participating Settlement Class Members, which will provide a cognizable average
24 recovery of more than \$500 to each Class Member (\$565.44).

25 88. PAGA Settlement Members are expected to receive an additional \$0.16/pay period
26 worked.

27 ///

28 ///

1 89. I transmitted the Settlement Agreement in compliance with Labor Code § 2699(1)(2).
2 See **Exhibit 7**. I will transmit a copy of the moving papers associated with the motion for preliminary
3 approval to the LWDA once they are filed.

4 **Plaintiffs Have and Will Serve the Class Well**

5 90. Plaintiffs' interests in prosecuting this Class Action and obtaining the most beneficial
6 recovery possible fully comport with the collective interests of the Class Members. Plaintiffs
7 understand the claims and theories that are being advanced, have been involved through the litigation
8 and have no conflicts with the other members of the Class they seek to jointly represent. Plaintiffs
9 were each subjected to the same unlawful policies, practices, and procedures, having been 1) provided
10 Signing and/or On Sign Bonuses that were not factored into the regular rate for the purposes of
11 overtime and redeemed sick leave, 2) furnished inaccurate itemized wage statements, and 3) not timely
12 paid all wages due and owing upon separation. Were each not serving as Class Representative,
13 Plaintiffs would each be a Class Member.

14 91. Plaintiffs Kryzhanovskiy and Salazar have and are prepared to continue adequately
15 representing the interests of the Class Members. Plaintiffs have demonstrated their commitment to
16 prosecuting this Class Action on behalf of the Class Members by, amongst other things, locating and
17 retaining attorneys, participating in discovery and investigation, filing this action and willingly
18 exposing their names and reputations to detriment by filing the Class Action, and helping to facilitate
19 the Settlement for which approval is now sought, including participating in and being available
20 throughout the entire remote mediation process and subsequent protracted settlement negotiations.

21 92. Plaintiffs, who have each worked diligently with Class Counsel throughout this entire
22 litigation, including taking numerous calls with Class Counsel, participating in responding to the
23 Parties' formal and informal information exchange, and participating in the mediation and settlement
24 negotiations, should be rewarded for taking the initiative to pursue these claims on behalf of their
25 former coworkers, and for their role in reaching a settlement providing for valuable monetary relief to
26 the Class.

27 93. Plaintiffs will each apply for an Enhancement Payment. Because Kryzhanovskiy has
28 been involved in the matter since its inception, and thereby participated more substantially including

1 responding to formal discovery (and supplementing that discovery) and gathering relevant documents
2 for production, will request an award in the amount of \$10,000 (0.33% of the GSA). Kryzhanovskiy
3 further seeks a larger award as she remains employed by Amazon and thus faces increased danger of
4 retaliation and reputational harm by maintaining this litigation against her current employer.

5 94. Salazar also actively participated in the action, albeit starting at a later point in time.
6 Salazar actively participated in the mediation session, its preparations, and all negotiations that took
7 place in its wake. Salazar will request an Enhancement Payment in the amount \$7,500, or 0.25% of
8 the \$3,000,000 GSA.

9 95. A total of \$17,500 total to all Plaintiffs, in consideration for their service as Class
10 Representatives will be requested. I believe this to be fair, reasonable and appropriate.

11 96. Class Members will be apprised of Plaintiffs' requests as well as their ability to review
12 the moving papers on the Court's website, or through the Administrator, and to object to the request if
13 they so desire.

14 **Experience of Class Counsel**

15 97. In May, 2004, I received a B.A. from California State University, Sacramento. In May
16 2007, I received a J.D. with distinction from the University of the Pacific, McGeorge School of Law.
17 In November, 2007, I became a member of the State Bar of California. I have been an attorney with
18 Mayall Hurley P.C. since 2013. I became a Shareholder in March 2019 and have been a member of
19 the management team as the Human Resources Director since 2020. Prior to joining Mayall Hurley, I
20 spent two (2) years as a Deputy District Attorney, and an additional three (3) years as a litigation
21 associate for the Sacramento law firm of Downey Brand, LLP. I have been focusing my practice
22 almost exclusively on employment litigation, representing both employees and employers, for the past
23 ten (10) years.

24 98. My law firm, Mayall Hurley P.C., primarily through attorneys Robert J. Wasserman
25 and me, has pursued this action aggressively with the assistance of co-counsel the Law Offices of
26 Mark S. Adams. My office has an established record of pursuing many other similar class, collective,
27 and representative actions. For instance, Mayall Hurley P.C. has recently been approved as class
28 counsel in *Kalaveras v. NCR Corporation*, Contra Costa County Superior Court Case No. C20-01186;

1 *Smith v. DI Logistics, Inc., et al*, San Bernardino County Superior Court Case No. CIVDS2011469;
2 *Gonzalez v. Xtreme Manufacturing, LLC*, Eastern District of California Case No. 2:20-cv-03734-PSG-
3 AGR; *Markson, et al. v. CRST International, Inc., et al*, Central District of California Case No. 5:17-
4 cv-01261-SB; *Espinoza/Renteria v. Love's Country Stores, Inc.*, San Bernardino County Superior
5 Court Case No. CIVDS2016581; *Rodriguez v. Allen Distribution, L.P.*, San Joaquin County Superior
6 Court Case No. STK-CV-UOE-2020-000; *McGee v. Brosnan Risk West Coast*, San Mateo County
7 Superior Court Case No. 19-CV-04464; *Botti v. SAFE Credit Union*, Sacramento County Superior
8 Court Case No. 34-2019-00261736; *Mediodia v. SoCal Jet Services, Inc.*, Los Angeles County
9 Superior Court Case No. 18STCCV09751; *Flores v. Dart Container Corp., et al*, Eastern District of
10 California Case No. 2:19-cv-00083-WBS-EFB; *Rodriguez v. J-M Manufacturing, Inc.*, San Joaquin
11 County Superior Court Case No. STK-CV-UOE-2019-6065; *Arata v. Cozad Trailer Sales, LLC*, San
12 Joaquin County Superior Court Case No. STK-CV-UOE-2020-1774; *Modica v. Iron Mountain*
13 *Information Management Svcs., Inc.*, United States District Court, Eastern District of California Case
14 No. 2:19-cv-00370-TLN-JDP; *Magee v. Thyssenkrupp Materials, N.A., et al.*, Alameda County
15 Superior Court Case No. RG19027231; *Basinger v. Il Palio Restaurant Group, Inc.*, San Diego
16 County Superior Court Case No. 37-2018-00004296-CU-OE-CTL; *Pacheco v. Bushfire Grill, Inc., et*
17 *al*, United States District Court, Southern District of California, Case No. 3:18-cv-01696-JAH-WVG;
18 *Wise v. ULTA Salon, Cosmetics & Fragrance, Inc.*, United States District Court, Eastern District of
19 California, Case No. 1:17-cv-00853-DAD-EPG; *Fernando and Kalaveras v. Burroughs, Inc.*,
20 Alameda County Superior Court, Case No. RG18906875; *Mansur v. Owens-Brockway Glass*
21 *Container, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOW-2018-14631; *Alderson*
22 *v. Alameda County Agricultural Fair Association*, Alameda County Superior Court, Case No.
23 RG18912654; *Terry v. Mare Island Dry Dock, LLC*, Solano County Superior Court, Case No.
24 FCS051650; *Mettler, Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San Joaquin
25 County Superior Court, Case No. STK-CV-UOE-2018-476; *Escalera v. La Tapatia Mexican Market,*
26 *Inc.*, San Joaquin County Superior Court, Case No., ST-CV-UOE-2017-5296; *Garcia, et al. v. HMS*
27 *Host USA, Inc.*, United States District Court, Northern District of California, Case No. 17-cv-03069-
28 RS; *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court, Case No. 34-

1 2017-00217486; *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Case No.
2 STK-CV-UOE-2017-13867; *Kumar v. Forty Niners Stadium Management Company*, Santa Clara
3 County Superior Court, Case No. 17CV3121427; *Gast v. Flooring Liquidators, Inc.*, Stanislaus County
4 Superior Court, Case No. 2026223; *Russell v. KeHe Distributors, Inc.*, United States District Court,
5 Eastern District of California, Case No. 2:17-at-00592; *Smith v. Wal-Mart Stores, Inc. et al.*, United
6 States District Court, Northern District of California, Case No. 3:16-cv-02832-JD; *Titus v. The Martin-*
7 *Brower, LLC*, United States District Court, Eastern District of California, Case No. 2:17-cv-00558-
8 *JAM-GGH*; *Hugues v. The Morning Star Trucking Company, LLC, et al.*, Yolo County Superior Court
9 Case No. CV16-1215; *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States
10 District Court, Eastern District of California, Case No. 2:16-cv-01747-WBS-KJN; *Guzman-Padilla, et*
11 *al. v. Gerard Van De Pol, et al.*, United States District Court, Eastern District of California, Case No.
12 2:17-cv-00196-JAM-KJN; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District
13 Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx); *Stevens v. Suncrest*
14 *Solar, Inc.*, Fresno County Superior Court, Case No. 16CECG03355; *Cardoza v. Blazona Concrete*
15 *Construction, Inc.*, Alameda County Superior Court Case No. RG17866256; *Maasrani v. Waterton*
16 *Hospitality Management*, San Mateo County Superior Court, Case No. 17CIV05470; *Huynh v.*
17 *Parker-Hannifin Corporation*, Stanislaus County Superior Court, Case No. 2022325; *Moser v.*
18 *O'Connor Woods Housing Corporation*, San Joaquin County Superior Court, Case No. STK-CV-
19 UOE-2014-0009861; *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County
20 Superior Court, Case No. 16cv297447; *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles
21 County Superior Court, Case No. BC592580; *Van Lith v. iHeartmedia + Entertainment, Inc. et al.*,
22 United States District Court, Eastern District of California, Case No. 1-16-cv-00066-SKO; *Clark v.*
23 *Arrow Sign Co.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6457, and
24 *Moreno v. B.R. Funsten & Co.*, Solano County Superior Court Case No. FCS046149, all wage-and-
25 hour class actions with claims similar to the instant matter. Not including this matter, we have several
26 other wage-and-hour class actions currently pending final approval in which we have been
27 preliminarily approved as class counsel. My law firm and I have also represented plaintiffs in
28 ///

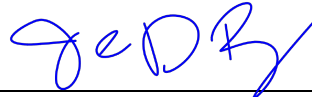
1 numerous representative employment actions, settlements in which have been approved by multiple
2 California and federal courts, and are currently prosecuting dozens more.

3 99. Mayall Hurley, P.C. has also obtained class and/or conditional certification (outside of
4 the settlement context) in a number of cases, including *Liu v. QNAP, Inc.*, Los Angeles County
5 Superior Court Case No. 19PSCV00668; *Bice v. Vensure HR, Inc., et al.*, San Joaquin County
6 Superior Court, Case No. STK-CU-UOE-2016-1264; *Perez et al. v. Abbate Family Farms Limited*
7 *Partnership et al.*, San Joaquin County Superior Court, Case No. 39-2012-00288653-CU-OE-STK,
8 *Wilk v. Skechers U.S.A., Inc.*, United States District court, Central District of California, Case No. 5-
9 18-CV-01921-JGB-SP; *Titus v. Paramount Equity Mortgage, LLC*, United States District Court,
10 Eastern District of California, Case No. 2:17-cv-00349-MCE-KJN; and *Solati v. RPM Mortgage, LLC*,
11 Solano County Superior Court Case No. FCS048401.

12 100. I am also currently lead counsel or co-lead counsel in approximately 7 employment
13 class action cases and a handful of PAGA representative cases.

14 101. In connection with the final approval hearing, Plaintiffs will seek approval of an
15 Attorneys' Fee Award of 1/3 of the GSF, to be distributed 90% to Mayall Hurley, P.C. and 10% to the
16 Law Offices of Mark S. Adams, along with a cost award of not more than \$30,000.

17 I declare under penalty of perjury under the laws of the State of California and the United
18 States of America that the foregoing is true and correct. Executed on this 18th day of December,
19 2023, in Lodi, California.

20 

21 JENNY D. BAYSINGER
22
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27
28

EXHIBIT 1

BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
LAUREN M. BLAS, SBN 296823
lblas@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

Attorneys for Defendants
AMAZON.COM SERVICES, INC. (*now known as*
Amazon.com Services LLC) and AMAZON.COM
SERVICES LLC

ROBERT J. WASSERMANN, SBN 258538
rwassermann@mayallaw.com
JENNY D. BAYSINGER, SBN 251014
jbaysinger@mayallaw.com
MAYALL HURLEY, P.C.
2453 Grand Canal Boulevard
Stockton, CA 95207-8253
Telephone: 209.477.3833
Facsimile: 209.473.4818

Attorneys for Plaintiffs
LEILANI KRYZHANOVSKIY and
PATRICIA SALAZAR

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

LEILANI KRYZHANOVSKIY and
PATRICIA SALAZAR, individually, on
behalf of all others similarly situated, and as a
proxy for the LWDA,

Plaintiff,

v.

AMAZON.COM SERVICES, INC., a
Delaware corporation; AMAZON.COM
SERVICES, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

CASE NO. 2:21-cv-01292-BAM

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

CLASS ACTION SETTLEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiffs Leilani Kryzhanovskiy (“Kryzhanovskiy”) and Patricia Salazar (“Salazar”) (collectively, the “Named Plaintiffs”), on behalf of themselves, the Settlement Class, as defined below, the State of California, and the PAGA Settlement Members, as defined below, on the one hand, and Defendants Amazon.com Services, Inc. and Amazon.com Services LLC (“Defendants” or “Amazon”) on the other.

Named Plaintiffs and Defendants (collectively, the “Parties”) enter into this Agreement to effectuate a full and final settlement and preclusive judgment resolving completely and to the fullest extent permitted by law the Released Class Claims and Released PAGA Claims, as defined below, and brought against Defendants in *Kryzhanovskiy v. Amazon.com Services, Inc. et al.* (Case No. 2:21-cv-01292-BAM) in the United States District Court for the Eastern District of California. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Class Claims and Released PAGA Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.

I. RECITALS

WHEREAS, on July 22, 2021, Leilani Kryzhanovskiy filed a putative class action in the Eastern District of California against Defendants alleging various wage-and-hour violations and asserting individual claims for alleged violations of the Fair Employment Housing Act and Labor Code in the matter *Kryzhanovskiy v. Amazon.com Services, Inc. et al.*, Case No. 2:21-cv-01292-BAM (the “Action”);

WHEREAS, on August 20, 2021, Kryzhanovskiy amended her complaint to add claims under the Private Attorneys General Act, codified in California Labor Code §§ 2698 *et seq.*, (“PAGA”);

WHEREAS, on August 31, 2023, the Parties attended a mediation session with experienced professional mediator Lisa Klerman, and, in preparation for mediation, engaged in written discovery and informal exchanges of information, documents, and voluminous data, which enabled a thorough evaluation of the claims, and the likely outcomes, risks, and expense of pursuing litigation;

WHEREAS, on September 8, 2023, the Parties reached an agreement in principle to resolve the Action;

WHEREAS, the Parties agree that Magistrate Judge Barbara McAuliffe will handle the review and approval of the settlement;

WHEREAS, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims that exist between them arising from the factual allegations that underlie the Action concerning any and all claims asserted therein, including:

Named Plaintiffs' class claims for: (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, (3) unlawful business practices under Unfair Competition Law including Business and Professions Code sections 17200 *et seq.*, and (4) Plaintiff Salazar's class claim for waiting time penalties in violation of Labor Code §§ 201–203;

Named Plaintiffs' PAGA claims for: (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226, (3) failure to pay sick leave in violation of Labor Code § 248.5, and (4) Plaintiff Salazar's claim for waiting time penalties in violation of Labor Code §§ 201–203; and

Kryzhanovskiy's individual claims for: (1) violation of California's Equal Pay Act, codified in Labor Code § 1197.5, (2) gender discrimination under California Government Code § 12940(a), (3) retaliation under California Government Code § 12940(h), (4) retaliation under California Labor Code § 1102.5, (5) failure to timely provide payroll records under California Labor Code §§ 226(b)–(c), and (6) failure to timely provide personnel records under California Labor Code § 1198.5.

To achieve a full and complete release of the claims against Defendants (and the "Released Parties" as defined in this Agreement), the Named Plaintiffs and Participating Settlement Class Members, as defined in this Agreement (which include any legal heirs and/or successors-in-interest of all Participating Settlement Class Members), through execution of the Agreement, acknowledge that this Settlement Agreement is intended to include in its effect the entirety of the Released Claims, as more fully described in Paragraphs 28, 29, and 62 of this Agreement.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Settlement Agreement, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

1. “Action” means *Kryzhanovskiy v. Amazon.com Services, Inc. et al.* (Case No. 2:21-cv-01292-BAM).

2. “Attorneys’ Fees and Costs” means attorneys’ fees sought by Class Counsel for litigation and resolution of the Action, and all reasonable costs incurred by Class Counsel in the Action as outlined in this Agreement. Subject to review and approval by the Court, Class Counsel has indicated that they intend to seek attorneys’ fees of not more than one third (1/3) of the Gross Settlement Fund, or One Million Dollars (\$1,000,000.00) plus reasonable costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), which shall be paid from the Gross Settlement Fund.

3. “Class Counsel” means and includes Robert J. Wassermann and Jenny D. Baysinger of Mayall Hurley, P.C. and Mark S. Adams of the Law Offices of Mark S. Adams.

4. “Class Counsel Award” means any attorneys’ fees, expenses, or costs awarded to Class Counsel by the Court.

5. “Class List” means a confidential list of all Settlement Class Members and PAGA Settlement Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty (30) calendar days after entry of an order granting Preliminary Approval of this Settlement. The Class List will include, to the extent available from Defendants’ records, each Class Member’s full name; most recent mailing address, and telephone number contained in Defendants’ personnel records; Social Security number; dates of employment; the number of “weeks worked” or “workweeks” that each Class Member worked during the Class Period according to Defendants’ records; and any other information needed to calculate Individual Settlement Payments. The data provided to the Settlement Administrator will be treated as confidential and will not be disclosed to anyone, except as may be required to applicable tax authorities, pursuant to Defendants’ express written consent, by order of the Court, or to carry out the reasonable steps described in this Settlement to locate missing Settlement Class Members. The data provided to the Settlement Administrator will not be shared with Class Counsel.

6. “Class Period” means the period from July 22, 2017 through November 7, 2023.

7. “Class Representative Enhancement Payment” means the amounts to be paid to Named Plaintiffs, subject to final approval by the Court, in recognition of their effort and work in prosecuting the Action on behalf of Settlement Class Members, and for their general release of claims under Civil Code section 1542. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Named Plaintiffs have stated that they will request Court approval of Class Representative Enhancement Payments of Seventeen Thousand Five Hundred Dollars (\$17,500.00) total, representing Ten Thousand Dollars (\$10,000.00) to Kryzhanovskiy and Seven Thousand Five Hundred Dollars (\$7,500.00) to Salazar.

8. “Court” or “Eastern District of California” means the U.S. District Court for the Eastern District of California.

9. “Defendants” means Amazon.com Services LLC and Amazon.com Services, Inc.

10. “Effective Date” means the later of: (i) if no timely objections are filed, or if filed, are withdrawn prior to final approval, the date upon which the Court enters an order granting Final Approval of the Settlement Agreement; or (ii) if timely objections are filed and not withdrawn, then either five (5) calendar days from the final resolution of any appeals timely filed or the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved without material modification.

11. “Final Approval” means the entry of an order that the Named Plaintiffs and Defendants will jointly seek from the Court, and the entry of which shall reflect the Court’s Judgment finally approving the Settlement Agreement.

12. “Final Approval Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the date the Settlement Administrator sends Notice Packets to Settlement Class Members for purposes of: (i) entering Final Approval; (ii) determining whether the Settlement Agreement shall be approved as fair, reasonable, and adequate; and (iii) ruling upon an application by Class Counsel for Attorneys’ Fees and Costs and Named Plaintiffs’ Class Representative Enhancement Payments.

13. “Funding Date” means thirty (30) calendar days after the Effective Date.

14. “Gross Settlement Fund” means the non-reversionary amount of Three Million Dollars (\$3,000,000.00), to be paid by Defendants in full satisfaction of all Released Claims, which includes all Individual Settlement Payments to Participating Settlement Class Members, Participating Settlement Class Members’ shares of applicable payroll tax payments (including FICA, FUTA, and SDI contributions), the Class Representative Enhancement Payments to Named Plaintiffs, the PAGA Settlement Amount for release of all PAGA claims, Attorneys’ Fees and Costs, and Settlement Administration Costs. In addition to the amount provided as part of the Gross Settlement Fund, Defendants agree to pay the employer’s share of applicable payroll tax payments (“Employer’s Payroll Tax Payments”). Other than the Employer’s Payroll Tax Payments, in no event will Defendants be liable in the Action for more than the Gross Settlement Fund set forth in this Paragraph, except as to the settlement of Kryzhanovskiy’s individual claims and except as to the Escalation Clause, if triggered, as set forth in Paragraph 60.

15. “Individual Settlement Payment” means each Participating Settlement Class Member’s respective share of the Net Settlement Amount.

16. “Individual PAGA Payment” means each PAGA Settlement Member’s respective share of the 25% of the PAGA Settlement Amount allocated to PAGA Settlement Members.

17. “Named Plaintiffs” means Leilani Kryzhanovskiy and Patricia Salazar.

18. “Net Settlement Amount” means the portion of the Gross Settlement Fund remaining after deducting the Class Representative Enhancement Payment, the Class Counsel Award, Settlement Administration Costs, and the PAGA Settlement Amount. The entirety of the Net Settlement Amount will be distributed to Participating Settlement Class Members pro rata, on a per “weeks worked” or “workweek” basis. Participating Settlement Class Members whose employment has ended will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the Net Settlement Amount. There will be no reversion of the Net Settlement Amount to Defendants.

19. “Notice of Objection” means a Settlement Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name, address, and signature; (ii) the case name and case number; (iii) a written statement of the grounds for the objection; and (iv) a statement whether the objector intends to appear

1 at the Final Approval Hearing. Unless the Court orders otherwise, any Settlement Class Member who
2 does not submit a timely written objection to the Settlement, who fails to appear at the Final Approval
3 Hearing to lodge his or her objection, or who fails to otherwise comply with the requirements of this
4 Paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review
5 of the Settlement, by appeal or otherwise.

6 20. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
7 attached as **Exhibit A**.

8 21. "PAGA Period" means the period from August 20, 2020 through November 7, 2023.

9 22. "PAGA Settlement Amount" means the amount that the Parties agree to allocate to the
10 PAGA Settlement Members and the California Labor and Workforce Development Agency ("LWDA")
11 in connection with resolution of the PAGA claims in the Action. The Parties agree that One Hundred
12 Thousand Dollars (\$100,000.00) of the Gross Settlement Fund will be allocated to the resolution of
13 PAGA Settlement Members' claims arising under PAGA. As required by PAGA, Seventy-Five
14 Percent (75%), or Seventy-Five Thousand Dollars (\$75,000.00), of the PAGA Settlement Amount will
15 be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent (25%), or Twenty-Five Thousand
16 Dollars (\$25,000.00), of the PAGA Settlement Amount will be distributed to PAGA Settlement
17 Members on a pro rata basis based on their respective number of "weeks worked" or "workweeks"
18 during the PAGA Period.

19 23. "PAGA Settlement Members" means all non-exempt employees of Defendants in
20 California during the PAGA Period who received a Signing and/or On Sign Bonus during a workweek
21 when he/she also worked overtime hours, including double-time.

22 24. "Participating Settlement Class Members" means all Settlement Class Members who do
23 not submit timely and valid Requests for Exclusion.

24 25. "Parties" means Named Plaintiffs and Defendants, collectively.

25 26. "Preliminary Approval" means the Court order granting preliminary approval of this
26 Settlement Agreement.

1 27. “Qualified Settlement Fund” means a fund, account, or trust satisfying the requirements
2 of 26 C.F.R. § 1.468B-1, established by the Settlement Administrator for the purpose of distributing
3 the Gross Settlement Fund according to the terms of this Settlement Agreement.

4 28. “Released Class Claims” means all claims, actions, demands, causes of action, suits,
5 debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and
6 legal theories asserted in the operative complaint of the Action, or which relate to the primary rights
7 asserted in the operative complaint, including without limitation claims for (1) failure to pay overtime
8 under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage
9 statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor
10 Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203, and (5) unlawful
11 business practices under Unfair Competition Law including Business and Professions Code sections
12 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.
13 The res judicata effect of the Judgment will be the same as that of the Release.

14 29. “Released PAGA Claims” means all claims for civil penalties pursuant to PAGA based
15 on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the
16 primary rights asserted in the operative complaint, including without limitation PAGA claims for (1)
17 failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish
18 accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in
19 violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201–
20 203. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res
21 judicata effect of the Judgment will be the same as that of the Release. Named Plaintiffs’ LWDA
22 notices are attached as **Exhibit B** to this Settlement Agreement.

23 30. “Released Claims” means the Released Class Claims and the Released PAGA Claims.

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

32. “Request for Exclusion” means a letter timely submitted by a Settlement Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name and address of the Settlement Class Member requesting exclusion; (ii) include the case name and case number (iii) be signed by the Settlement Class Member; (iv) be returned to the Settlement Administrator; (v) clearly state that the Settlement Class Member does not wish to be included in the Settlement; and (vi) be faxed or postmarked on or before the Response Deadline.

33. “Response Deadline” means the deadline by which Settlement Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or disputes as to workweeks. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

34. “Settlement Administration Costs” means the reasonable fees and expenses payable from the Gross Settlement Fund to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Settlement Class Member, tax reporting, distributing the LWDA Payment, Gross Settlement Fund, and Class Counsel Award, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The Parties have agreed to allocate up to Twenty Five Thousand Dollars (\$25,000.00) to Settlement Administration Costs. The Settlement Administration Costs will be paid from the Gross Settlement Fund. In the event the allocated Settlement Administration Costs exceed the actual costs incurred by the Settlement Administrator, the difference shall be a part of the Net Settlement Amount and distributed to the Participating Settlement Class Members.

35. “Settlement Administrator” means Atticus Class Action Administration, which the Parties have agreed to, subject to approval by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. “Settlement Class Member(s)” or “Settlement Class” means all current and former non-exempt employees of Defendants in California during the Class Period who received a Signing and/or On Sign Bonus in the same workweek as he/she worked overtime, including double-time.

III. TERMS OF AGREEMENT

Named Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

37. LWDA Notice. Plaintiff Salazar, for the purpose of this settlement only, filed a notice with the LWDA on October 11, 2023, which includes a claim for violation of California Labor Code §§ 201–203.

38. Amendment of Operative Complaint for Settlement Purposes. For the purpose of this settlement only, the Parties will jointly request that the Eastern District of California allow Kryzhanovskiy to file a second amended complaint in *Kryzhanovskiy v. Amazon.com Services, Inc. et al.*, Case No. 2:21-cv-01292-BAM (E.D. Cal.) to (a) remove all claims under the Fair Labor Standards Act; (b) remove her putative class claim for violation of the California Equal Pay Act, leaving only an individual claim for violation of that Act solely on behalf of Kryzhanovskiy; (c) add Patricia Salazar as a Named Plaintiff; and (d) add a putative class claim for waiting time penalties under California Labor Code §§ 201–203 on behalf of Plaintiff Salazar. The Parties agree that the complaint is being amended for settlement purposes only and that Defendants have no obligation to respond to the second amended complaint. The Parties further agree that, by assenting to the filing of the second amended complaint in the Action for purposes of this Settlement only, Defendants do not admit any facts or waive any defenses. In the event the Parties’ settlement agreement is not approved, Defendants agree to consent to the filing of a third amended complaint that reinstates Kryzhanovskiy’s Fair Labor Standards Act claims. Named Plaintiffs agree that Defendants would have no obligation to respond to any such third amended complaint. Instead, Defendants’ answer to Kryzhanovskiy’s first amended complaint would remain its operative answer.

39. Preliminary Approval Motion. The Parties agree to present the Settlement to the Eastern District of California for Preliminary Approval, and consent to continued jurisdiction in that District if Preliminary Approval is granted. Named Plaintiffs further agree to make a good-faith effort to file a

1 Motion for Preliminary Approval, including all executed and necessary exhibits, within thirty (30)
2 calendar days of executing this Settlement Agreement.

3 40. Funding of the Gross Settlement Fund and Employer's Payroll Tax Payments. By the
4 Funding Date, Defendants will make a one-time deposit of the Gross Settlement Fund of Three Million
5 Dollars (\$3,000,000.00) plus the Employer's Payroll Tax Payments into a Qualified Settlement Fund
6 to be established by the Settlement Administrator in exchange for the promises set forth in this
7 Settlement Agreement, including the Releases by the Participating Settlement Class Members, PAGA
8 Settlement Members, and Named Plaintiffs for the Released Claims. The Individual Settlement
9 Payments are not being made for any other purpose and will not be construed as compensation for
10 purposes of determining eligibility for any health and welfare benefits or unemployment compensation.
11 After the Effective Date, the Gross Settlement Fund will be used to pay: (i) Individual Settlement
12 Payments; (ii) the PAGA Settlement Amount; (iii) the Class Representative Enhancement Payment;
13 (iv) the Class Counsel Award; and (v) Settlement Administration Costs.

14 41. Non-Reversionary Settlement. Participating Settlement Class Members are entitled to
15 one hundred percent (100%) of the Net Settlement Amount, to be distributed as outlined in Paragraph
16 18. Defendants maintain no reversionary right to any portion of the Net Settlement Amount, including
17 any increase in the Net Settlement Amount resulting from a reduction in the Class Representative
18 Enhancement Payment, Class Counsel Award, the PAGA Settlement Amount, and/or the Settlement
19 Administration Costs. If there are any timely submitted opt outs or a reduction in the Class
20 Representative Enhancement Payments, Class Counsel Award, the PAGA Settlement Amount, and/or
21 the Settlement Administration Costs, the Settlement Administrator shall proportionately increase the
22 Individual Settlement Payments for each Participating Settlement Class Member so that the amount
23 actually distributed to Participating Settlement Class Members equals one hundred percent (100%) of
24 the corresponding Net Settlement Amount. If the amount of the Employer's Payroll Tax Payment is
25 overestimated, however, funds equivalent to the overestimated amount shall revert to Defendants.

26 42. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for attorneys' fees
27 of not more than one-third (1/3) of the Gross Settlement Fund, or One Million Dollars (\$1,000,000.00)
28 plus reasonable costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00)

subject to proof by Class Counsel. The Settlement Administrator (and not Amazon) shall issue an IRS Form 1099 to Class Counsel reflecting the Class Counsel Award. Defendants will not be responsible for attorneys' fees or costs and expenses incurred by any counsel for Named Plaintiffs that is not Class Counsel.

43. Class Representative Enhancement Payments. In exchange for general releases of all known and unknown claims that they may have against Defendants and Released Parties based on their employment with Defendants (including a waiver of claims under Civil Code section 1542), and in recognition of their service to the class, Named Plaintiffs shall jointly apply for Class Representative Enhancement Payments of Seventeen Thousand Five Hundred Dollars (\$17,500.00) total, representing Ten Thousand Dollars (\$10,000.00) to Kryzhanovskiy and Seven Thousand Five Hundred Dollars (\$7,500.00) to Salazar. The Class Representative Enhancement Payments will be paid from the Gross Settlement Fund and will be in addition to Named Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement Agreement. The Settlement Administrator (and not Amazon) shall issue an IRS Form 1099 to each of the Named Plaintiffs reflecting their Class Representative Enhancement Payments. Named Plaintiffs agree to assume responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts to be deducted by law, if any, from their Class Representative Enhancement Payments. In addition, Named Plaintiffs shall hold Defendants and the Released Parties harmless and indemnify and defend Defendants and the Released Parties for all taxes, interest, penalties, and costs incurred by Defendants or the Released Parties in connection with any claims relating to their non-withholding of taxes from the Class Representative Enhancement Payments.

44. Kryzhanovskiy's Individual Settlement Agreement. In exchange for a release of her individual claims for: (1) violation of California's Equal Pay Act, codified in California Labor Code § 1197.5, (2) gender discrimination under California Government Code § 12940(a), (3) retaliation under California Government Code § 12940(h), (4) retaliation under California Labor Code § 1102.5, (5) failure to timely provide payroll records under California Labor Code § 226(b)–(c), and (6) failure to timely provide personnel records under California Labor Code § 1198.5, Kryzhanovskiy will receive from Defendants Twenty-Five Thousand Dollars (\$25,000.00) and an increase of her current hourly

wage from \$24.74 to \$25.86 (so as to equalize her base hourly rate of pay to the current pay of her husband, Sergey Kryzhanovskiy).

45. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs it incurs for purposes of administering the Settlement and distributing payments from the Gross Settlement Fund. These costs, which will be paid from the Gross Settlement Fund, will include, inter alia, calculating, paying, and reporting the required tax payments on the Individual Settlement Payments; the issuing and collection of 1099 and W-2 IRS Forms; distributing Notice Packets; processing Requests for Exclusion, Notices of Objection, and workweek disputes; performing skip trace on Notice Packets returned as undeliverable; calculating and distributing from the Gross Settlement Fund all Individual Settlement Payments, the PAGA Settlement Amount, Class Representative Enhancement Payments, and the Class Counsel Award; and providing necessary reports and declarations, among other tasks that the parties may agree upon or as set forth in this Agreement.

46. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) from the Gross Settlement Fund will be designated for satisfaction of Named Plaintiffs' and PAGA Settlement Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000.00), of the PAGA Settlement Amount will be paid to the LWDA, and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000.00), will be distributed on a pro rata basis to the PAGA Settlement Members based on the number of "weeks worked" or "workweeks" during the PAGA Period. This amount will not revert to Defendants.

47. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Settlement Class Members as provided in Paragraphs 18 and 41. No portion of the Net Settlement Amount will revert to or be retained by Defendants.

48. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned on a pro rata basis from the Net Settlement Amount to Settlement Class Members who do not opt out depending on the number of "weeks worked" or "workweeks" (defined as any calendar week during the Class Period) in which a Settlement Class Member performed at least one day of work for Defendants. Participating Settlement Class Members whose employment has

ended will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the Net Settlement Amount. Settlement Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

49. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the 25% portion of the PAGA Settlement Amount allocated to PAGA Settlement Members on a pro rata basis depending on the number of “weeks worked” or “workweeks” in which a PAGA Settlement Member performed at least one day of work for Defendants during the PAGA Period. PAGA Settlement Members whose employment has ended will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the PAGA Settlement Amount. PAGA Settlement Members do not need to submit a claim to participate in the PAGA portion of the Settlement and also may not opt out of the resolution of the PAGA claim.

50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Settlement Class Members and Individual PAGA Payments made to PAGA Settlement Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members may be entitled under any benefit plans. For the avoidance of doubt, no Settlement Class Member shall be entitled to any additional right, contribution, or amount under any benefit plan as a result of this Settlement or payments made hereunder.

51. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

52. Notice to Labor and Workforce Development Agency. Upon the filing of the Motion for Preliminary Approval, Class Counsel will notify the LWDA of this Settlement Agreement. Within ten (10) calendar days of the entry of the Court’s order granting Preliminary Approval and of the

1 Court's entry of Judgment, Class Counsel will provide the LWDA with copies of that order and
2 Judgment, respectively, consistent with Paragraph 29 of this Agreement and California Labor Code
3 sections 2699(I)(1)–(3).

4 53. Preparation of the Class List. Within thirty (30) calendar days of the entry of the Court's
5 order granting Preliminary Approval, Defendants will provide the Class List to the Settlement
6 Administrator. Within fifteen (15) calendar days after the Response Deadline, the Settlement
7 Administrator will provide to counsel for Defendants the list of Participating Settlement Class
8 Members, which, unless the Court orders otherwise, shall exclude individuals who filed a timely
9 Request for Exclusion.

10 54. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the
11 Class List from Defendants, the Settlement Administrator will send a Notice Packet to all Settlement
12 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
13 identified in the Class List.

14 55. Confirmation of Contact Information in the Class Lists and Resending Notices Where
15 Initial Notice is Returned as Non-Deliverable. Prior to the initial distribution of Notice Packets, the
16 Settlement Administrator will perform a search based on the National Change of Address Database for
17 information to update and correct any known or identifiable address changes for those Settlement Class
18 Members who do not have a mailing address included in the Class List. Notice Packets sent via regular
19 First-Class U.S. Mail and returned to the Settlement Administrator as non-deliverable on or before the
20 Response Deadline, will be sent promptly via regular First-Class U.S. Mail within five (5) business
21 days of receipt to any forwarding address affixed thereto and the Settlement Administrator will indicate
22 the date of such remailing on the Notice Packet. If no forwarding address is provided, the Settlement
23 Administrator will promptly attempt to determine the correct address using a skip-trace or other search
24 using the name, address, and/or Social Security number of the Settlement Class Member involved, and
25 will then perform a single re-mailing within five (5) business days of receipt of the returned Notice
26 Packet. Settlement Class Members will have until the later of ten (10) calendar days from the date of
27 the re-mailing of the Notice Packet or the Response Deadline, to submit a Notice of Objection, Request
28 for Exclusion, or workweeks dispute.

56. Notice Packets. All Settlement Class Members will be sent a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement Agreement's principal terms; (iii) the Settlement Class definition; (iv) the number of workweeks each respective Settlement Class Member worked for Defendants during the Class Period; (v) each Settlement Class Member's estimated Individual Settlement Payment; (vi) each PAGA Settlement Member's estimated Individual PAGA Payment; (vii) the dates comprising the Class Period and the PAGA Period; (viii) instructions on how to submit Requests for Exclusion, Notices of Objection, and workweeks disputes; (ix) the deadlines by which the Settlement Class Member must postmark or fax Requests for Exclusion, Notices of Objection, and workweeks disputes; (x) the claims to be released; and (xi) the Settlement Administrator's contact information, including the website address where the electronic versions of the materials in the Notice Packet will be available. Settlement Class Members and PAGA Settlement Members will be specifically informed that neither Defendants nor Class Counsel make any representations regarding the tax implications of any amounts paid under this Settlement Agreement and that if Settlement Class Members or PAGA Settlement Members have any questions regarding those implications, they can and should consult a tax expert. The Parties' proposed Notice Packet is attached hereto as **Exhibit A**.

57. Disputed Information in Notice Packets. Settlement Class Members will have an opportunity to dispute the work week information provided in their Notice Packets. To the extent Settlement Class Members dispute their employment dates or the number of workweeks on record, Settlement Class Members may produce evidence to the Settlement Administrator by the Response Deadline showing that such information is inaccurate. The Settlement Administrator will decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided by the Settlement Administrator within fifteen (15) business days of the Response Deadline.

58. Request for Exclusion Procedures. Any Settlement Class Member wishing to opt out of the Settlement Agreement must sign and fax or mail a written Request for Exclusion to the Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are

1 mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine
2 whether a Request for Exclusion has been timely submitted. Consistent with California law, PAGA
3 Settlement Members may not opt out of the PAGA Settlement. Any Settlement Class Member who
4 timely submits a Request for Exclusion from the Settlement Class will still receive an Individual PAGA
5 Payment representing their portion of the PAGA Settlement Amount. All signatories and their counsel
6 must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly or indirectly,
7 through any means. Objective statements to Settlement Class Members who call Class Counsel with
8 inquiries regarding the Settlement Agreement, or the exercise of Class Counsel's ethical obligations,
9 shall not be deemed a violation of the prohibitions contained herein.

10 59. Defective Submissions. If a Settlement Class Member's Request for Exclusion is
11 defective as to the requirements listed herein, that Settlement Class Member will be given an
12 opportunity to cure the defect(s). The Settlement Administrator will send the Settlement Class Member
13 a cure letter within three (3) business days of receiving the defective submission to advise the
14 Settlement Class Member that his or her submission is defective and that the defect must be cured to
15 render the Request for Exclusion valid. The Settlement Administrator will send the cure letter by the
16 last method by which the Settlement Administrator sent the Notice Packet to the Settlement Class
17 Member. The Settlement Class Member will have until the later of (i) the Response Deadline or (ii)
18 ten (10) calendar days from the date of the cure letter to postmark or fax a revised Request for
19 Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period,
20 it will be deemed untimely.

21 60. Escalation Clause. Defendants represent that, as of mediation, there were approximately
22 146,483 workweeks for all Class Members during the Class Period. Defendants further represent that
23 the number of Class Members through the date of mediation was 3,232. If either the actual number of
24 Class Members and/or workweeks for all Class Members during the Class Period should increase by
25 more than ten percent (10%), the Gross Settlement Fund shall be increased on a pro-rata basis equal to
26 the percentage increase in the number of Class Members or the number of workweeks worked by Class
27 Members above 10%, meaning Defendants will increase the Gross Settlement Fund by the percentage
28 amount above 10%. If both the number of Class Members and the number of workweeks exceed the

above numbers by more than 10%, the factor with the greatest numerical percentage increase shall control. By way of example, if the total number of workweeks worked during the Class Period is determined to be 11% higher than 146,483 and the number of Class Members is determined to be 13% higher than 3,232, the Gross Settlement Fund will increase by 3%.

61. Cancellation of Settlement Agreement. Within fourteen (14) calendar days of the Response Deadline, as defined in the Court's Order granting Preliminary Approval of the Settlement, Defendants will have the option, in their sole discretion, to void the Settlement Agreement in its entirety if three percent (3%) or more of all individuals eligible to become members of the Settlement Class submit timely and valid Requests for Exclusion or are otherwise deemed by the Court not to be bound by the Settlement. If Defendants exercises this option, they shall be responsible for all Settlement Administration Costs incurred to the date of cancellation.

62. Releases.

a. Release of Class Claims by Participating Settlement Class Members. The Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Class Members, who shall release their right to pursue any and all claims against the Released Parties for the Released Class Claims, as fully described in Paragraph 28, arising during the Class Period.

b. Release of PAGA Claims by PAGA Settlement Members. The Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, demand, claims for civil penalties, or other action of any kind by each and all of the PAGA Settlement Members, who shall release their right to pursue any and all claims against the Released Parties for the Released PAGA Claims, as fully described in Paragraph 29, arising during the PAGA Period.

c. Release of Claims by Named Plaintiffs. Upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, in addition to the claims being released by all

Participating Settlement Class Members and PAGA Settlement Members, Named Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Named Plaintiffs have or may have against the Released Parties based in any way on, or otherwise related to or arising from, their employment with Defendants as of the date of execution of this Settlement Agreement. The releases include, but are not limited to, all disputes relating to or arising out of any state, local, or federal statute, ordinance, regulation, order, or common law, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000(e) *et seq.*; the Civil Rights Act of 1866, as amended, 42 U.S.C. §§ 1981 *et seq.*; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201 *et seq.* and Code of Federal Regulations; the Orders of the California Industrial Welfare Commission regulating wages, hours and working conditions; the California Fair Employment & Housing Act, as amended, Cal. Govt. Code §§ 12900 *et seq.*; the California Family Rights Act of 1991, as amended; Cal. Govt. Code § 12945.2; the California Unruh Civil Rights Act, as amended, Cal. Civ. Code §§ 51 *et seq.*; the California Labor Code (including any claim for civil penalties under the California Labor Code Private Attorneys General Act); the California Government Code; Article 1 of the California Constitution; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701 *et seq.*; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12100, *et seq.*; the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq.* and any state law equivalent; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; the National Labor Relations Act, as amended, 29 U.S.C. §§ 151 *et seq.*; California Business and Professions Code §§ 17200 *et seq.*; other statutory and common law claims; statutory or common law rights to attorneys' fees and costs, penalties/fines, and/or punitive damages; any action based on contract, quasi-contract, quantum meruit, implied contract, tort, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, defamation, libel, slander, immigration issues, infliction of emotional distress, negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any basis prohibited by statute or public policy, conversion, any interference with business opportunity or with contract or based upon any other theory; and/or similar causes of action.

d. Named Plaintiffs' General Release. Upon the Effective Date, to the extent allowed by California law, the Named Plaintiffs waive all rights and benefits afforded by section 1542 of the California Civil Code as to any Released Claims. Section 1542 provides:

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

63. Older Workers' Benefit Protection Act Waiver.

a. Salazar specifically intends that the claims she is releasing herein include any claims that Salazar may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990.

b. Salazar is advised to consult with her counsel before signing this Settlement Agreement because Salazar is permanently giving up significant legal rights. Salazar acknowledges that she has been so advised.

c. Salazar acknowledges that she has been given at least twenty-one (21) calendar days to execute and return this Settlement Agreement and has been advised that, after she executes this Settlement Agreement, Salazar has seven (7) calendar days to reconsider and revoke the Settlement Agreement, recognizing that Salazar will not be provided anything under this Settlement Agreement until at least that seven (7)-day revocation period has expired. The general release will then become effective on the eighth (8th) calendar day after it is signed, provided that Salazar does not revoke it.

d. In order to effectively revoke this general release, the Parties agree that Salazar must provide written notice of such revocation via email within seven (7) calendar days after Salazar executes this Agreement to counsel for Defendants, Bradley Hamburger and Lauren Blas, at bhamburger@gibsondunn.com and lblas@gibsondunn.com.

64. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Settlement Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion (*i.e.*, all Participating Settlement Class Members) will be bound by all of its terms, including those pertaining to the Released Class Claims and Released PAGA Claims (collectively, the "Released Claims"), as well as any Judgment that may be entered by the Court if it

1 grants final approval of the Settlement. The Settlement Agreement shall constitute, and may be pleaded
2 as, a complete and total defense to any Released Claims currently pending or raised in the future.
3 Notwithstanding the foregoing, this Settlement Agreement, if approved, precludes further PAGA
4 claims irrespective of whether a Request for Exclusion is submitted. As a result, all PAGA Settlement
5 Members—regardless of whether they submit a Request for Exclusion—shall receive a check for their
6 share of the PAGA Settlement Amount when settlement payments are delivered, and they will be bound
7 by a release of the PAGA claims as outlined in Paragraph 62(b).

8 65. Notice of Objection Procedures. To object to the Settlement Agreement, a Settlement
9 Class Member must mail or fax a valid Notice of Objection to the Settlement Administrator on or
10 before the Response Deadline. The Notice of Objection must be signed by the Settlement Class
11 Member and contain all information required by this Settlement Agreement. The postmark or fax-
12 stamp date will be deemed the exclusive means for determining that the Notice of Objection is timely.
13 The Settlement Administrator will notify any person from whom it receives a Notice of Objection that
14 is not timely and/or valid if, in fact, such Notice of Objection is not timely and/or valid. Any disputes
15 regarding the timeliness, validity, or effectiveness of a Notice of Objection shall be decided by the
16 Settlement Administrator consistent with the terms of this Agreement, and with the Parties' input, if
17 appropriate. Settlement Class Members who fail to object in the manner specified above will be
18 deemed to have waived all objections to the Settlement and will be foreclosed from making any
19 objections, whether by appeal or otherwise, to the Settlement Agreement, unless they appear at the
20 Final Approval Hearing and state their objection at that time. Settlement Class Members who submit
21 timely Notices of Objection may appear at the Final Approval Hearing in order to have their objections
22 heard by the Court. If the Court permits, Settlement Class Members who have not submitted a written
23 Notice of Objection in compliance with the Settlement Agreement may still appear at the Final
24 Approval Hearing and present their objections. At no time will any of the Parties or their counsel seek
25 to solicit or otherwise encourage Settlement Class Members to submit written objections to the
26 Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not
27 represent any Settlement Class Members with respect to any such objections to this Settlement.

66. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that identifies the number of Settlement Class Members who have submitted valid Requests for Exclusion, or objected to the Settlement, and whether any Settlement Class Member has submitted a challenge to any information contained in his or her Notice Packet as provided in Paragraph 56. Additionally, the Settlement Administrator will provide counsel for both Parties with any updated reports regarding the administration of the Settlement Agreement as needed or requested, as consistent with the terms of the Settlement Agreement.

67. Distribution Timing of Individual Settlement Payments. The Settlement Administrator will distribute the funds in the Gross Settlement Fund within the time period set forth with respect to each category of payment.

a. Class Counsel Award and Class Representative Enhancement Payments: Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue payments for the Class Counsel Award and Class Representative Enhancement Payments in the amounts awarded by the Court.

b. Individual Settlement Payment and PAGA Settlement Amount: Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue the LWDA Payment to the LWDA, the Individual Settlement Payments to the Participating Settlement Class Members, and the Individual PAGA Payments to the PAGA Settlement Members. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement in the amount approved by the Court.

c. Payroll Tax Payments and Penalties: The Settlement Administrator will also transmit Defendants' share of applicable Employer's Payroll Tax Payments and penalties to the appropriate government authorities.

68. Un-cashed Settlement Checks. Individual Settlement Payments and/or Individual PAGA Payment checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance will be void. Funds from the uncashed checks shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code

Sections 1500 *et seq.*, for the benefits of those Participating Settlement Class Members and PAGA Settlement Members who did not cash their checks, until such time they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code Section 384, as the entire Net Settlement Amount (plus the PAGA Settlement Amount) will be paid to the Participating Settlement Class Members and PAGA Settlement Members, whether or not they all cash their Individual Settlement Payment and/or Individual PAGA Payment checks.

69. Certification of Completion. Upon completion of the administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

70. Treatment of Individual Settlement Payments. For tax purposes, the Individual PAGA Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (i) Fifty Percent (50%) to settlement of wage claims and (ii) Fifty Percent (50%) to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator. Named Plaintiffs and Participating Settlement Class Members shall be solely responsible for taxes associated with the 1099 and W-2 payments, with the exception of employer payroll taxes. Participating Settlement Class Members shall be responsible for remitting to state and/or federal taxing authorities any applicable other taxes due. Neither this Agreement, nor any of its attachments, should be interpreted to contain or constitute representations or advice regarding any U.S. federal or state tax issue.

71. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Named Plaintiffs, Participating Settlement Class Members, PAGA Settlement Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding Defendants’ share of applicable employer payroll tax payments and penalties to the appropriate government authorities. All Settlement Class Members, including Named Plaintiffs, Participating Settlement Class Members and PAGA Settlement Members, shall be solely and

1 exclusively responsible for remitting to state and/or federal taxing authorities any applicable other taxes
2 due and shall hold Defendants and the Released Parties harmless for any taxes, penalties, interest,
3 liabilities, costs, and expenses caused by any such taxing authority relating in any way to the Settlement
4 Class Members', including Named Plaintiffs', PAGA Settlement Members' and Participating
5 Settlement Class Members', tax treatment of payments made to them pursuant to this Settlement or
6 failure to timely or properly pay any taxes owed on their respective Individual Settlement Payment or
7 Individual PAGA Payment.

8 72. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
9 of the payments called for hereunder, and Named Plaintiffs, Participating Settlement Class Members,
10 and PAGA Settlement Members are not relying on any statement, representation, or calculation by
11 Defendants or by the Settlement Administrator in this regard.

12 73. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
13 OF THIS SECTION, THE "ACKNOWLEDGING PARTY," AND EACH PARTY TO THIS
14 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
15 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
16 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
17 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
18 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
20 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
22 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
23 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
24 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
25 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
26 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
27 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
28 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY

HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

74. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

75. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement will be null and void, and Kryzhanovskiy and Salazar may file a third amended complaint that reinstates Kryzhanovskiy's Fair Labor Standards Act claim. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

76. Termination of Settlement Agreement. Named Plaintiffs and Defendants will each have the right to unilaterally terminate this Settlement Agreement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within ten (10) business days of any of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to address any issues the Court raises in connection with issuing Preliminary and/or Final Approval of the Settlement:

- a. three percent (3%) or more of the Settlement Class Members request exclusion from the Settlement Class;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the Settlement Agreement, but only if the Parties are not permitted to remedy any deficiencies the Court identifies;

- 1 c. an appellate court reverses the Final Approval Order, and the Settlement
2 Agreement is not reinstated without material change by the Court on remand; or
3 d. any court incorporates terms into, or deletes or strikes terms from, or modifies,
4 amends, or changes the Preliminary Approval Order, the Final Approval Order,
5 or the Settlement Agreement in a way that Named Plaintiffs or Defendants
6 reasonably consider material, unless the modification or amendment is accepted
7 in writing by all Parties, except that, as provided above, the Court's approval of
8 Attorneys' Fees and Costs, Class Counsel Awards, and Class Representative
9 Enhancement Payments, or their amounts, is not a condition of the Settlement
10 Agreement.

11 77. Reversion Nunc Pro Tunc. If this Settlement Agreement is terminated pursuant to its
12 terms, or the Effective Date for any reason does not occur: (a) all Orders certifying the Settlement
13 Class for purposes of effectuating this Settlement, and all preliminary and/or final findings regarding
14 the Settlement Class, shall be void *ab initio* and automatically vacated upon notice to the Court, (b) the
15 Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement
16 Agreement and such findings had never been made, and (c) as provided in Paragraph 38,
17 Kryzhanovskiy and Salazar may file a third amended complaint that reinstates Kryzhanovskiy's Fair
18 Labor Standards Act claim.

19 78. Preliminary Approval Hearing. Named Plaintiffs will obtain a hearing date before the
20 Court to request the Preliminary Approval of the Settlement Agreement and the entry of an order:
21 (i) conditionally certifying the Settlement Class for settlement purposes only; (ii) granting preliminary
22 approval to the proposed Settlement Agreement; (iii) setting a deadline for Class Counsel to file an
23 application for Attorneys' Fees and Costs and an application for a Class Representative Enhancement
24 Payments for Named Plaintiffs; and (iv) setting a date for a Final Approval Hearing. The Preliminary
25 Approval Order will provide for the Notice Packet to be sent to all Settlement Class Members as
26 specified herein. In conjunction with the Preliminary Approval hearing, Named Plaintiffs will submit
27 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
28 Notice Packet, which will include the proposed Notice of Class Action Settlement, attached as

1 **Exhibit A.** Class Counsel will be responsible for drafting all documents necessary to obtain
2 preliminary approval.

3 79. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to
4 postmark Requests for Exclusion or Notices of Objection (and no earlier than one hundred (100)
5 calendar days after the date on which Named Plaintiffs file their Motion for Preliminary Approval) and
6 with the Court's permission, a Final Approval Hearing will be conducted to determine the Final
7 Approval of the Settlement Agreement along with the amounts properly payable for: (i) Individual
8 Settlement Payments (including all applicable taxes); (ii) the PAGA Settlement Amount; (iii) the Class
9 Representative Enhancement Payments; (iv) the Class Counsel Award; and (v) all Settlement
10 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain
11 final approval. Class Counsel will also be responsible for drafting the Class Counsel Award and Class
12 Representative Enhancement Payments application to be heard at the Final Approval Hearing, which
13 may be filed concurrently with a motion requesting final approval.

14 80. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
15 Court or after the Final Approval Hearing, Class Counsel will present a proposed form of Judgment to
16 the Court for its approval that (i) approves the Settlement Agreement, adjudging the terms thereof to
17 be fair, reasonable, adequate, and directing consummation of its terms and provisions; (ii) approving
18 Class Counsel's application for an award of Attorneys' Fees and Costs; (iii) approving the Class
19 Representative Enhancement Payments; (iv) approving the PAGA Settlement Amount; (v) approving
20 the Settlement Administrator's fees from the Gross Settlement Amount; and (vi) barring all
21 Participating Settlement Class Members and PAGA Settlement Members from prosecuting against the
22 Released Parties, or any of them, any of the Released Claims. After entry of the Judgment, the Court
23 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
24 enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-
25 Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

26 81. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
27 the terms set forth in any attached Exhibits, which are incorporated by reference as though fully set
28 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

82. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms and, should this Settlement Agreement receive Final Approval, its terms will supersede all prior written or oral agreements between the Parties.

83. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

84. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

85. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

86. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

87. Execution and Counterparts. This Settlement Agreement is subject to the execution of all Parties. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

88. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

1 89. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

5 90. Waiver of Certain Appeals. With the exception of a right to appeal the reduction of any
6 award of attorneys' fees, costs, and expenses as provided herein, Named Plaintiffs and Defendants
7 hereby waive their right to appeal or seek other judicial review of any order that is materially consistent
8 with the terms of this Settlement Agreement.

9 91. Class Certification for Settlement Purposes Only. The Parties stipulate to class
10 certification of any claims not yet certified for purposes of implementing the Settlement only, and in
11 no way is that an admission by Defendants that class certification is proper. The Settlement will not
12 be admissible in any proceeding as evidence that (i) a class or collective should be certified as Named
13 Plaintiffs have proposed for any claims, including but not limited to any currently non-certified claims;
14 (ii) the Action should proceed on a representative basis pursuant to PAGA; or (iii) Defendants are liable
15 to Named Plaintiffs or any other individuals they claim to represent in the Action in connection with
16 any claims that were or could have been asserted in the Action.

17 92. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
18 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
19 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
20 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
21 or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
22 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
23 conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or
24 provisions, nor any of the negotiations connected with it, will be construed as an admission or
25 concession by Defendants of any such violations or failures to comply with any applicable law. Except
26 as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its
27 terms and provisions will not be offered or received as evidence in any action or proceeding to establish
28

any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

93. Media Restrictions. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. Unless required by applicable law, neither the Named Plaintiffs nor Class Counsel shall publicize the terms of this Settlement Agreement in any medium, or initiate or issue any press release or have any communications to the press or media concerning the Action, the Settlement of the Action, and/or this Settlement Agreement, except as posted by the Settlement Administrator as ordered by the Court. Class Counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing, website, or other communication. If counsel for either Party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for Preliminary Approval has been filed and only by confirming the terms of the Settlement. Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating confidentially with Settlement Class Members as necessary to fulfill their obligations as Class Counsel.

94. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

95. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

96. Disputes Regarding Settlement Agreement. In the event that there are any disputes arising out of or relating to the implementation of this Settlement Agreement, any such dispute will be submitted to Lisa Klerman, Esq. or a mutually agreeable mediator for mediation.

97. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be

1 construed more strictly against one party than another merely by virtue of the fact that it may have been
2 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
3 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
4 Agreement.

5 98. Representation by Counsel. The Parties acknowledge that they have been represented
6 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
7 that this Settlement Agreement has been executed with the advice of counsel. Further, Named Plaintiffs
8 and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

9 99. All Terms Subject to Final Court Approval. All amounts and procedures described in
10 this Settlement Agreement herein will be subject to final Court approval.

11 100. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
12 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
13 Settlement Agreement.

14 101. Binding Agreement. The Parties warrant that they understand and have full authority
15 to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
16 enforceable and binding on all parties, with retention of jurisdiction by the Court as provided therein,
17 and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

18
19 SIGNATURE PAGES FOLLOW

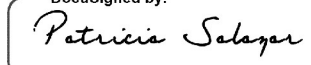
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21 **READ CAREFULLY BEFORE SIGNING.**
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Leilani Kryzhanovskiy
Named Plaintiff and Class Representative

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6 Dated: 12/11/2023

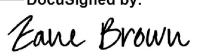
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Patricia Salazar
Named Plaintiff and Class Representative

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12 Dated: December 12, 2023

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Amazon.com Services LLC
Defendant

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18 Dated: December 12, 2023

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DDF214FDB377494...
Amazon.com Services Inc.
Defendant

APPROVED AS TO FORM

Dated: December 12, 2023

Gibson, Dunn & Crutcher LLP

By: 
Bradley J. Hamburger
Attorneys for Defendants

Dated:

Mayall Hurley, P.C.

By: 
Robert J. Wassermann
Attorneys for Plaintiffs Leilani Kryzhanovskiy
and Patricia Salazar and the Class

Dated: 12/11/2023

Law Offices of Mark S. Adams

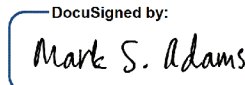
By: 
Mark S. Adams
Attorneys for Plaintiffs Leilani Kryzhanovskiy
and Patricia Salazar and the Class

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR, individually and on behalf of all others similarly situated and as a proxy for the LWDA,

Plaintiffs,

v.

AMAZON.COM SERVICES, INC., a Delaware corporation; AMAZON.COM SERVICES, LLC, a Delaware limited liability company; and DOES 1-100, inclusive,

Defendants.

CASE NO. 2:21-cv-01292-BAM

**NOTICE OF PENDENCY OF
CLASS ACTION, PRELIMINARY
APPROVAL OF SETTLEMENT,
AND HEARING FOR FINAL APPROVAL**

IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. YOU ARE NOT BEING SUED.

TO: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF DEFENDANTS IN CALIFORNIA BETWEEN JULY 22, 2017 AND NOVEMBER 7, 2023 WHO RECEIVED A SIGNING AND/OR ON SIGN BONUS IN THE SAME WORKWEEK HE/SHE WORKED OVERTIME, INCLUDING DOUBLE TIME

RE: Notice of settlement of a class action lawsuit for alleged California Labor Code violations and announcement of a court hearing that you may choose to attend. You are entitled to receive a payment under the terms of this class action settlement.

THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW. DEFENDANTS DENY THAT THEY VIOLATED THE LAW OR THAT THEY HARMED THEIR WORKERS IN ANY WAY. DEFENDANTS ARE SETTLING THIS LAWSUIT TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

NO SETTLEMENT CLASS MEMBER WILL BE SUBJECT TO RETALIATION IN ANY MANNER RELATED TO THIS LAWSUIT.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:	
DO NOTHING AND RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT	If you do nothing, you will receive a payment under the terms of the Settlement. You should ensure that the Settlement Administrator has your current mailing address on file if it changes from the address to which this Notice was mailed. Payment will be mailed to you after the Court grants final approval of the Settlement.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an “opt-out” within sixty (60) calendar days

FROM THE SETTLEMENT	after mailing of this Notice. If you opt out, you will not be bound by the Settlement and will not receive a payment. By submitting an opt-out request, you can only exclude yourself from the Class Settlement. You will still be bound by the PAGA Settlement and you will receive an Individual PAGA payment.
OBJECT TO THE SETTLEMENT	You may submit a signed written statement to the Settlement Administrator about why you do not like the Settlement or you may appear at the Final Approval Hearing. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
DISPUTE THE NUMBER OF WORKWEEKS	If you believe that the number of workweeks you were credited with working is incorrect, within sixty (60) calendar days after mailing of this Notice, you must notify the Settlement Administrator of your belief and provide supporting documentation

YOUR OPTIONS ARE MORE FULLY EXPLAINED BELOW.

THE DEADLINE TO OPT-OUT OR OBJECT TO THE SETTLEMENT IS _____, 2024.

1. WHY DID I RECEIVE THIS NOTICE?

Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar (“Plaintiffs”) and Defendants Amazon.com Services, Inc. and Amazon.com Services, LLC (“Defendants” or “Amazon”, collectively with Plaintiff, the “Parties”) have proposed to settle this class action lawsuit. Your employment records indicate that you are a member of the Settlement Class. If the Court approves the Settlement, your legal rights may be affected. This court-approved Notice of Pendency of Class Action, Preliminary Approval of Settlement, and Hearing for Final Approval (“Notice”), is only a summary. A more detailed document, called the “Class Action Settlement Agreement and Release” (the “Settlement”), containing the complete terms of the agreement is on file with the Court as part of the motion for preliminary approval, and is available for your review on the Court’s website and on the website relating to this Class Action that is maintained by the Settlement Administrator.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Kryzhanovskiy initially filed this lawsuit against Defendants on July 22, 2021, in the United States District Court, Eastern District of California. A First Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed August 20, 2021. On November 29, 2023, a Second Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed which, among other things, added Plaintiff Salazar as a named plaintiff. Through the operative complaint, Plaintiffs allege: (1) failure to pay overtime; (2) failure to furnish accurate wage statements; (3) failure to timely pay all wages upon separation; (4) unlawful business practices in violation of Business & Professions Code § 17200; and (5) violation of the Private Attorneys’ General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Kryzhanovskiy also separately asserts individual claims for alleged violations of the California Fair Employment and Housing Act (Cal. Govt. Code §§ 12940, et al.), California’s Equal Pay Act, and failure to timely provide her copies of her personnel and payroll records (the “Kryzhanovskiy Individual Claims”).

Counsel for Plaintiffs, and the attorneys approved by the Court to represent the Settlement Class, Mayall Hurley P.C., Robert Wassermann and Jenny Baysinger, of Mayall Hurley P.C. and Mark S. Adams of the Law Office of Mark S. Adams (collectively “Class Counsel”), have investigated and researched the facts and

circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members and PAGA Settlement Members.

Defendants deny any liability or wrongdoing of any kind, maintain their practices were lawful, and believe that they have valid defenses to the asserted claims. The Court has made no determination about the strengths and weaknesses of the claims or contentions of either Plaintiffs or Defendants. By agreeing to settle this Action, Defendants do not admit liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class or representative action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

There are multiple ongoing cases against Defendants including the following:

- *Juan Trevino v. Golden State FC LLC* – a consolidated action pending in the Eastern District of California Case No. 1:18-cv-00120-DAD-BAM
- *Porter v. Amazon.com Services, LLC* – Central District of California Case No. 2:20-cv-09496-JVS-SHK
- *Clayborn v. Amazon.com Services, LLC* – Central District of California Case No. 5:20-02368-JVS-SHK

The plaintiffs in these other matters have alleged class claims against Defendants, some of which may overlap with the claims asserted in this Action and subject to the Settlement. To the extent claims in any of the above matters overlap with claims in this Action, they will be resolved along with the class claims in this Action upon the Court’s final approval of the Settlement.

3. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement was agreed upon between Defendants and Plaintiffs following extensive litigation including formal discovery, informal information/data exchange, and months of negotiations. The Parties concluded, after taking into account the risks and costs attendant to further litigation and substantial benefits to be received pursuant to the Settlement, that the Settlement is fair, adequate, and in the best interest of the Settlement Class Members and the PAGA Settlement Members. The United States District Court, Eastern District of California, by and through the Honorable Barbara A. McAuliffe, approved the Settlement on a preliminary basis on [REDACTED], 2024.

A. Overall Summary of the Settlement Terms.

Defendants will pay \$3,000,000 to settle this case (referred to as the “Gross Settlement Fund” or “GSF”). The GSF includes payments to Participating Settlement Class Members and PAGA Settlement Members, the fees and costs of the Settlement Administrator, a service payment to Plaintiffs, Class Counsel’s attorneys’ fees and costs, as well as a payment to the State of California.

B. Costs of Settlement Administrator.

The Parties have agreed to employ Atticus Class Action Administration to serve as Settlement Administrator. The Settlement Administrator’s fees and costs for administering the Settlement, estimated to be no more than \$25,000, if approved by the Court, will be paid out of the GSF.

C. PAGA Settlement.

The Parties will also seek approval for a PAGA settlement from the GSF in the amount of \$100,000, \$75,000 to be paid to the California Labor and Workforce Development Agency, and the remaining \$25,000 to be paid to all current and former non-exempt employees of Defendants in California during the PAGA Period who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including doubletime (“PAGA Settlement Members”). Each PAGA Settlement Member is entitled to a pro rata share of the PAGA Settlement allocated to the PAGA Settlement Members. Payments will be distributed to PAGA Settlement Members based on the number of workweeks he or she worked during the PAGA Period (August 20, 2020 to November 7, 2023). Each Individual PAGA Payment is to be calculated as follows: the number of the PAGA Settlement Member’s credited workweeks worked during the PAGA Period, divided by the total number of credited workweeks worked by all PAGA Settlement Members during the PAGA Period, multiplied by 25% of the PAGA Settlement. An additional four workweeks will be credited to any PAGA Settlement Member whose employment with Defendants has terminated since the beginning of the PAGA Period through November 7, 2023. The full amount of the PAGA Payment will be allocated as penalties on a Form 1099.

D. Enhancement Payments to Class Representatives.

Plaintiffs have each been approved by the Court to serve as a “Class Representative.” As Class Representatives, each Plaintiff is entitled to a payment for her services to the Class. The Parties have agreed, and the Court has preliminarily approved a payment of \$10,000, or 0.33% of the GSF, to Plaintiff Kryzhanovskiy and \$7,500, or 0.25% of the GSF, to Plaintiff Salazar for their respective service to the Class.

E. Class Counsel’s Fees and Costs.

Class Counsel is entitled to attorneys’ fees and costs for representing the Class Members. Class Counsel will request attorneys’ fees of one-third of the GSF, presently \$1,000,000, to be split 90% to Mayall Hurley, P.C. and 10% to the Law Offices of Mark S. Adams. Class Counsel will request reimbursement of actual litigation costs up to \$30,000. Defendants do not object to Class Counsel’s request. The Court has preliminarily approved payment to Class Counsel in the amounts and allocation set forth above.

F. Kryzhanovskiy’s Individual Settlement Agreement.

Separate and apart from the Class claims, Plaintiff Kryzhanovskiy also agreed to settle the Kryzhanovskiy Individual Claims for a separate amount of \$25,000. The resolution of those claims *is not* contingent on the Court approving the Class Settlement. Plaintiff Kryzhanovskiy has provided Defendants with a complete release broader than that impacting the Settlement Class, including a section 1542 waiver of her individual claims as well as all other claims, known or unknown which she may have against Defendants.

G. Expected Net Settlement Amount and Individual Settlement Payments.

The Net Settlement Amount is expected to be at least \$1,827,500. This amount will be distributed to Participating Settlement Class Members based on the number of workweeks he/she worked for Defendants between July 22, 2017 and November 7, 2023 (the “Class Period”). Participating Settlement Class Members whose employment with Defendants ended by November 7, 2023 will be credited with an additional four (4) workweeks for purposes of calculating his/her proportional Individual Settlement Payment.

H. What Can I Expect to Receive?

The payments to Participating Settlement Class Members (those who do not opt out) will be calculated as follows:

Individual Settlement Payments will be calculated and apportioned on a pro rata basis from the Net Settlement Amount to Participating Settlement Class Members who do not opt out depending on the number of “weeks worked” or “workweeks” (defined as any calendar week during the Class Period) in which a Participating Settlement Class Member performed at least one day of work for Defendants. Participating Settlement Class Members whose employment has ended by November 7, 2023 will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the Net Settlement Amount. Participating Settlement Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

The Parties estimate that the *average* payment to each Participating Settlement Member will be approximately \$[].

Defendants’ records indicate that you are a member of the Settlement Class. The records also indicate that you worked: (a) [] workweeks [and that you separated from employment with Defendants] during the Class Period. It is estimated that your Individual Settlement Payment will be \$[]. It will not be possible to know the exact amount of your payment until the deadline to opt out has passed and the Settlement Administrator knows the number of Participating Settlement Class Members.

50% of each Individual Settlement Payment will be treated as wages and reported on a W-2 Form, and the remaining 50% will be treated as penalties and interest and reported on a Form 1099.

Any and all employer tax obligations that Defendants would normally be responsible for paying will be paid by Defendants in addition to the Gross Settlement Fund. Participating Settlement Class Members are responsible for any other taxes owing on their settlement payment(s).

All checks will be voided 180 days after issuance. After the 180-day period, the associated funds from all uncashed or undeliverable Class Member Settlement Payments and PAGA Member Settlement Payments will be directed to the California State Controller and held in the name of the individual who did not cash those checks.

4. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?

The Settlement covers the claims of a number of current and former employees of Defendants (referred to as the “Class Members” and collectively as the “Class”) consisting of the following:

All current and former non-exempt employees of Defendants in California during the Class Period who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including doubletime.

There are approximately 3,330 total Class Members.

If you are a Class Member as defined above, you are automatically a “Participating Settlement Class Member” unless you opt-out (i.e., exclude yourself from the Settlement by following the procedures set forth in this Notice). Participating Settlement Class Members are entitled to a share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Individuals who opt-out will not be bound by the Settlement and will not be eligible to receive a payment. However, all PAGA Settlement Members will receive a pro rata portion of the PAGA Settlement regardless of whether they opt out of the Settlement Class.

5. WHAT AM I GIVING UP IF I DO NOT OPT OUT OF THE SETTLEMENT?

Each Participating Settlement Class Member shall forever and completely release and discharge Defendants and Released Parties from the Released Class Claims and each PAGA Settlement Member shall forever and completely release and discharge Defendants and Released Parties from the Released PAGA Claims.

“Released Parties” means Defendants and each of their 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.

“Released Class Claims” means 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 of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203, and (5) unlawful business practices under Unfair Competition Law including Business and Professions Code sections 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.

“Released PAGA Claims” means all claims for civil penalties pursuant to PAGA based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation PAGA claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201–203. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period.

If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released these claims.

6. HOW DO I RECEIVE A PAYMENT?

All Settlement Class Members will receive a payment under this Settlement unless they opt-out. The PAGA Settlement Payment will be paid to all PAGA Settlement Members regardless of whether a Settlement Class Member requests exclusion from the Settlement. If you are a Class Member and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to the Settlement Administrator, Atticus Class Action Administration, [ADDRESS].

7. WHAT ARE THE REASONS FOR THE SETTLEMENT?

Class Counsel and Plaintiffs agreed to enter into the proposed Settlement after weighing the risks and benefits of the Settlement when compared with those of continuing the litigation. The factors that Class Counsel and Plaintiffs considered included the strength of the Settlement Class Members’ claims, the uncertainty and delay associated with continued litigation, a trial, and appeals, and the uncertainty of particular legal issues yet to be determined, including whether the Class would be certified. Class Counsel and Plaintiffs balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of Settlement Class Members.

Although Defendants deny any liability or wrongdoing of any kind, they have agreed to the Settlement in order to avoid risks, costs, and disruption of business associated with protracted litigation.

8. **WHAT ARE MY RIGHTS AND OPTIONS?**

If you are a Settlement Class Member as defined above, you have the following rights and options under the proposed Settlement:

A. Participate in the Settlement, be represented by Class Counsel, and take no action.

If you take no further action, you will be a Participating Settlement Class Member, will be represented by Class Counsel, and will have the right to a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released the Released Class Claims against Defendants and the other Released Parties. As a Participating Settlement Class Member, you will not be charged for the services of Class Counsel.

B. Participate in the Settlement, but elect to hire your own attorney.

If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below no later than _____, _____ 2024, and must also file same with the Court. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Exclude yourself from the Settlement by opting out.

If you are a Settlement Class Member but **do not** want to participate in the Settlement, you may exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the Settlement and you will not be eligible to claim a share of the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Settlement Administrator in writing, at the address listed below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement Administrator no later than [60 calendar days from the mailing of the Class Notice], and must be signed, contain your full name, current home (or mailing) address, phone number, and written affirmation of your desire to opt-out containing the following, or substantially similar language:

"I elect to opt-out of the *Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement and will not receive a share of the settlement proceeds."

If you do not comply with these procedures, you will lose any opportunity to exclude yourself from the Settlement, will be a Participating Settlement Class Member, will be represented by Class Counsel, and will receive a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released the Released Class Claims against Defendants and the other Released Parties.

D. Object to the terms of the Settlement.

If you are dissatisfied with the terms of the Settlement, you may, but are not required to, object to the Settlement. All objections and supporting papers must be written and shall (a) clearly identify the case name and number (*Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:21-cv-01292-BAM); (b) include your full name and address; (c) concisely state each objection and the grounds therefore; (d) state whether you would like to appear at the Final Approval Hearing; and (e) be mailed or faxed to the Settlement Administrator. To be timely, your objection must be postmarked on or before [60 calendar days following the mailing of the Class Notice].

Objections not timely postmarked or delivered to the Settlement Administrator by [60 days after the mailing of the Notice Packet] may not be considered by the Court. If you have filed a timely and proper objection, you also may, but are not required to, appear and present argument at the Final Approval Hearing.

You may be represented by an attorney at the Final Approval Hearing.

9. WHEN IS THE FINAL APPROVAL HEARING AND WHAT IS IT FOR?

The Court will hold the Final Approval Hearing on [REDACTED], 2024, at [REDACTED] a.m./p.m. **with all participants appearing via Zoom**, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve the fees and costs of the Settlement Administrator, the payment to the State of California, the service payments to the Class Representatives, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to participate in the Settlement.** If you want to be heard orally in support of opposition to the Settlement, either personally or through counsel, you must comply with the procedures set forth above. All appearances at the final approval hearing will be by Zoom. If you wish to attend the Final Approval Hearing and comment upon the Settlement (other than objecting subject to the procedures above), you must notify the Settlement Administrator on or before [REDACTED], 2024, and must contact Class Counsel no later than [REDACTED], 2024 to obtain instructions regarding how to appear by Zoom for the hearing.

10. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action Settlement and Release. The Settlement, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Enhancement Payments, are available by accessing the Court docket in this case through the Court's Public Access to Electronic Records (Pacer) system at <https://ecf.caed.uscourts.gov>, or by visiting the Court Clerk at any time between 9:00 a.m. and 4:00 p.m., Monday through Friday, in the Clerk's Office located at 2500 Tulare Street, Fresno, California 93721. You may also view the Court's Order of Preliminary Approval and, once they are filed, the Motion for Attorneys' Fees, Costs and Enhancement Payments, Motion for Final Approval, and Order Granting Final Approval, online at [www.\[REDACTED\].settlement.com](http://www.[REDACTED].settlement.com). The Motion for Attorneys' Fees, Costs and Enhancement Payments and the Motion for Final Approval will be filed on or before [REDACTED], 2024, will be available on the Court's website at that time, and will appear online on the settlement website within 24 hours.

If you have questions about the Settlement, you may contact Class Counsel or the Settlement Administrator. The contact information for Class Counsel and the Settlement Administrator are as follows:

Class Counsel:

Jenny D. Baysinger
Robert J. Wassermann
Mayall Hurley P.C.
112 S. Church Street
Lodi, CA 95240
Tel.: (209) 477-3833
Fax: (209) 473-4818
Email: rwassermann@mayalllaw.com
jbaysinger@mayalllaw.com
Website: www.mayalllaw.com

Mark S. Adams
Law Offices of Mark S. Adams
3031 West March Lane, Suite 120
Stockton, CA 95219
Tel: 209-481-3485
Fax: 209-956-0640
Email: madams@adamsemploymentlawyer.com
Website: www.adamsemploymentlawyer.com

Settlement Administrator

Atticus Class Action Administration
[INSERT ADDRESS AND PHONE NUMBER]

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

THE COURT HAS APPROVED THIS NOTICE.

EXHIBIT B

SOUTHERN CALIFORNIA OFFICE
.....
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE P. HOOVER
KEVIN A. ARMONIO

May 27, 2021

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/266>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Amazon.com Services, Inc.
202 Westlake Ave N
Seattle, WA 98109

Re: Leilani Kryzhanovskiy (SSN: xxx-xx-3486; DOB: 02/18/1990)

To Whom It May Concern:

This firm represents Leilani Kryzhanovskiy, in relation to her employment with Amazon.com Services LLC and/or Amazon.com Services, Inc. (collectively, "Amazon"). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Kryzhanovskiy's written notice to the Labor and Workforce Development Agency ("LWDA") and Amazon regarding the following Labor Code violations, and the facts and theories supporting the same.

Ms. Kryzhanovskiy was hired by Amazon in January 2020 as an Onsite Medical Representative. See **Exhibit 1**.¹ Throughout her employment, Ms. Kryzhanovskiy was a non-exempt employee. As such, she was entitled to be paid for every hour worked and overtime as appropriate. Ms. Kryzhanovskiy was also entitled to off-duty meal and rest periods in accordance with California law.

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees are also eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation including, but not limited to, "Imputed Income", "Shift Pay", "Additionalpay", "Guarantee Pay" and "On Sign Bonus". **Exhibits 2-4**. Throughout her employment and before,

¹ Exhibits 1-5 are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

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however, Amazon failed to properly calculate and pay the overtime wages owed to Ms. Kryzhanovskiy and its other non-exempt California employees. Specifically, pursuant to its uniform policy, practice and procedure, Amazon a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime or b) miscalculated Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime.

For example, during the weekly pay period spanning from January 10, 2021 to January 16, 2021, Ms. Ms. Kryzhanovskiy received "Guarantee Pay" of \$375.09. See **Exhibit 3**. Pursuant to its uniform policy and practice, Amazon failed to include Ms. Kryzhanovskiy's "Guarantee Pay" when calculating her regular rate of pay. Instead, Amazon utilized only Ms. Kryzhanovskiy's base hourly rate and multiplied it by 1.5 to get the \$32.82 rate paid for overtime work performed. Ms. Kryzhanovskiy also received "Shift Pay" at the rate of \$0.60/hr for 36.60 hours worked, but only received "Shift Pay @O/T" at the rate of \$0.8889/hr. See *Id.* The "Shift Pay @O/T rate is less than 1.5x Ms. Kryzhanovskiy's base "Shift Pay" rate. Since Ms. Kryzhanovskiy's "Shift Pay @O/T rate was inaccurately low *and* her "Guarantee Pay" was not factored into the rate paid for her overtime hours *at all*, she was underpaid overtime wages.

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also entitled to sick pay pursuant to California Labor Code section 245, et seq. Although Labor Code section 248.5, subdivision (l)(1) mandates that paid sick leave for non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time", pursuant to its uniform policy, practice and procedure, Amazon failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt California employees' regular rate of pay for purposes of sick pay. As such, Amazon did not properly "provide" its California non-exempt employees with sick pay in violation of Labor Code section 233. See **Exhs. 2-4** (paying "personal time", which was used for qualifying sick leave, at Ms. Kryzhanovskiy's base hourly rate).

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. Amazon regularly required Ms. Kryzhanovskiy and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands. On the occasions that Ms. Kryzhanovskiy and Amazon's other California non-exempt employees were able to take their meal breaks, they routinely occurred after 5 hours of work. Further, Amazon frequently failed to relieve Ms. Kryzhanovskiy and its other non-exempt California employees of employer control during their meal and rest breaks. When Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were not provided compliant meal and rest breaks, Amazon routinely did not pay premiums as required by California law. There were some occasions, however, when Amazon did pay meal and rest period premiums to Ms. Kryzhanovskiy and its other California non-exempt employees, thereby acknowledging it had deprived them of the required meal and rest

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periods. Finally, when premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay. See **Exhs. 2, 4**.

Because of the violations set forth above, and as evidenced in the samples of Ms. Kryzhanovskiy's wage statements attached hereto as **Exhibits 2-4**, the wage statements furnished by Amazon to its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:

- a. The gross wages earned, in violation of section 226(a)(1);
- b. The net wages earned, in violation of section 226(a)(5); and
- c. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

Separate and independent from the foregoing, the wage statements Amazon furnishes to Ms. Kryzhanovskiy and its other non-exempt California employees violate Labor Code section 226(a)(2) and (9) insofar as they fail to accurately show the employee's total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Specifically, the total hours worked and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate never match Ms. Kryzhanovskiy's time records and, further, are confusing in that Amazon frequently purported to pay her "shift pay" for more hours than identified as her "total hours worked" in the separate "Information" section of the wage statements. See **Exhs. 2-4**.

For example, during the pay period of January 10 to January 16, 2021, Ms. Kryzhanovskiy's wage statement reflects 33.13 hours at "Regular" and .27 hours at "Overtime" for a total of 33.40 total hours worked. See **Exhibit 3**. During that same pay period, Ms. Kryzhanovskiy's wage statement also shows 36.60 hours of "Shift Pay" and 0.27 hours of "Shift Pay @ O/T." *Id.* Accordingly, either the total hours listed on her wage statement are inaccurate in violation of Labor Code section 226(a)(2) or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate are inaccurate in violation of Labor Code section 226(a)(9). Further, if the former, Amazon is also underpaying Ms. Kryzhanovskiy and its other non-exempt California employees in violation of Labor code section 510 and 1182.12 et. seq.

Because Amazon underpays its non-exempt California employees, fails to properly calculate and pay their overtime and sick pay, and because they are not provided compliant meal and rest breaks, or the premiums associated with missing the same, they are not timely paid all wages due and owing to them during each pay period and at the end of their employment in violation of Labor Code sections 204 and 201-203.

Also separate and independent from the foregoing, Amazon pays Ms. Kryzhanovskiy and its other female employees are paid at wage rates less than the rates paid to male employees for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and

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performed under similar working conditions in violation of Labor Code section 1197.5. Labor Code section 1197.5, subdivision (b) prohibits employers from compensating employees of different genders differently for substantially similar work. Despite this mandate, Amazon paid Ms. Kryzhanovskiy and its other current and former female employees within California at wage rates less than those paid to male employees for substantially similar work. Specifically, at the time Ms. Kryzhanovskiy was hired she was offered a base hourly wage of \$21.88 along with an initial signing bonus of \$8,000 and a bonus after one year in the amount of \$6,000. A male employee hired to the *exact* same position in the *exact* same physical location as Ms. Kryzhanovskiy in April 2020, however, was paid an initial base salary of \$23.80, provided an initial signing bonus of \$10,000 and a bonus after one year of \$7,000, all substantially more than Ms. Kryzhanovskiy was paid for performing the same job duties. See **Exhibit 5**. The male employee was initially paid a base hourly rate 8.7% more than his female counterpart and received a signing bonus and second sign-on payments that were 25% and 16.67% greater, respectively. See **Exhibits 1, 5**. Recently, Amazon adjusted the compensation of Ms. Kryzhanovskiy and her male contemporary, however the adjustment did not equalize the pay rates—Ms. Kryzhanovskiy continues to be paid more than 8% less (\$22.21 vs. \$24.08). Ms. Kryzhanovskiy is informed and believe Amazon routinely underpays its female employees as compared to male employees performing substantially similar job functions and that there are no bona fide factors, other than gender, that justify the widespread pay disparities.

Accordingly, and as set forth above, Ms. Ms. Kryzhanovskiy contends Amazon has violated Labor Code sections 201-204, 226, 226.7, 233, 246, 510, 512, 1197.5, and 1182.12, as well as and the applicable IWC Wage Orders.

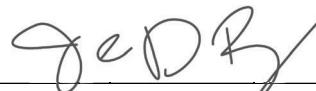
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Kryzhanovskiy intends to file a civil complaint, or amend a pre-existing civil complaint, against Amazon pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By



JENNY D. BAYSINGER

Enclosures

EXHIBIT 1



1/10/2020

Leilani Kryzhanovskiy

US

Dear Leilani:

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on January 20, 2020 ("Start Date"). Your salary will be \$21.88 per hour, (\$45,510.40 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$8,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2021. Ordinarily this process occurs each April.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Steven McCoy

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire December 29, 2019.

Leilani, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Steven McCoy
WHS Manager II

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

~~Jan 14, 2020~~
Date

Leilani Kryzhanovskiy

2020-01-10-08-01-79d43945-392c-4393-86cd-c2995cb0a68a

EXHIBIT 2

SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	65.27	1,428.11	4,751.90
Overtime	32.8200	1.83	60.06	262.23
Ca Meal Prem	21.8800	1.00	21.88	65.64
Imputed Income			0.51	1.02
Personal Time	21.8800	9.88	216.17	338.70
Shift Pay @O/T	0.9016	1.83	1.65	1.65
Shift Pay	0.6000	76.15	45.69	45.69
Signing Bonus				8,000.00
Gross Pay			\$1,774.07	13,466.83

Deductions	Statutory
Federal Income Tax	-51.76
Social Security Tax	-95.73
Medicare Tax	-22.39
CA State Income Tax	-1.77
CA SUI/SDI Tax	-15.42
Other	
Imputed	-0.51
Pre-Tax Dental	-30.00*
Pre-Tax Medical	-197.54*
Pre-Tax Vision	-4.15*
Slifcd	-0.70
Slifsp	-0.34
401K	-70.94*
Net Pay	\$1,282.82
Checking Dep.	-1,282.82

LEILANI KRYZHANOVSKIY

Net Check \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,471.44

Other Benefits and Information	this period	total to date
Group-term Life	1.52	4.56
Personal	5.62	
Tot Work Hours	67.10	
Vacation	4.65	

Important Notes

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
CA: Married
Exemptions/Allowances:
CA: 3

AMAZON.COM SERVICES INC.
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 00000126196
Pay date: 03/06/2020

Deposited to the account of LEILANI KRYZHANOVSKIY
account number xxx8957
transit ABA xxxx xxxx
amount \$1,282.82

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 3

SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	33.13	724.88	724.88
Overtime	32.8200	.27	8.86	8.86
Guarantee Pay			375.09	1,750.40
Imputed Income			0.20	0.60
Personal Time	21.8800	3.47	75.92	75.92
Shift Pay @O/T	0.8889	.27	0.24	0.24
Shift Pay	0.6000	36.60	21.96	26.76
Holiday Pay				175.04
Gross Pay			\$1,207.15	2,762.70

Deductions	Statutory
Federal Income Tax	-58.56
Social Security Tax	-67.18
Medicare Tax	-15.71
CA State Income Tax	-38.64
CA SUI/SDI Tax	-12.99

Other	
Imputed	-0.20
Pre-Tax Dental	-15.69*
Pre-Tax Medical	-106.62*
Pre-Tax Vision	-2.08*
Slifcd	-0.35
Slifsp	-0.22
401K	-48.28*
Net Pay	\$840.63
Checking Dep.	-840.63

LEILANI KRYZHANOVSKIY

[REDACTED]

Net Check \$0.00

* Excluded from federal taxable wages
Your federal taxable wages this period are \$1,034.48

Other Benefits and Information	this period	total to date
Group-term Life	0.76	2.28
Personal Balance	12.12	
Tot Work Hours	33.40	
Vacation Balance	23.78	

Important Notes
YOUR COMPANY PHONE NUMBER IS 888-892-7180

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information
Taxable Marital Status: Single
CA: Single

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 00000070505
Pay date: 01/22/2021

Deposited to the account of LEILANI KRYZHANOVSKIY
account number xxx8957
transit ABA xxxx xxxx
amount \$840.63

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 1
Y1K 667495 129900 2136 0000070505 1

Page 2 012-0208

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Earnings Statement

ADP

Period Beginning: 01/10/2021
Period Ending: 01/16/2021
Pay Date: 01/22/2021

LEILANI KRYZHANOVSKIY

[REDACTED]

EXHIBIT 4

SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	38.95	852.23	3,503.65
Overtime	32.8200	.25	8.21	292.10
Ca Meal Prem	21.8800	3.00	65.64	109.40
Imputed Income			0.20	110.25
O/T Premium 2	8.8900	.25	2.22	
On Sign Bonus			230.77	873.63
Personal Time	21.8800	1.85	40.48	282.69
Shift Pay @O/T	0.9200	.25	0.23	8.02
Shift Pay	0.6000	43.80	26.28	116.43
Guarantee Pay				1,750.40
Holiday Pay				350.08
Gross Pay			\$1,226.26	7,443.81

Deductions	Statutory
Federal Income Tax	-42.17
Social Security Tax	-60.66
Medicare Tax	-14.19
CA State Income Tax	-28.43
CA SDI Tax	-11.73

Other	
Imputed	-0.20
Pre-Tax Dental	-31.38*
Pre-Tax Medical	-213.24*
Pre-Tax Vision	-4.16*
Slifcd	-0.70
Slifsp	-0.44
401K	-79.62*

LEILANI KRYZHANOVSKIY

[REDACTED]

Net Pay	\$739.34
Checking Dep.	-739.34
Net Check	\$0.00

* Excluded from federal taxable wages
Your federal taxable wages this period are \$897.86

Other Benefits and Information	this period	total to date
Group-term Life	0.76	7.60
Personal Balnce	11.92	
Tot Work Hours	39.20	
Vacation Balnce	31.53	

Important Notes
YOUR COMPANY PHONE NUMBER IS 888-892-7180
BASIS OF PAY: HOURLY
LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109
@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information
Taxable Marital Status: CA: Single

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 00000123651
Pay date: 03/12/2021

Deposited to the account of	account number	transit ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx xxxx	\$739.34

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO
Y1K 667495 129900 2136 0000123651 1

Page 2 004-0208

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Earnings Statement

ADP

Period Beginning: 02/28/2021
Period Ending: 03/06/2021
Pay Date: 03/12/2021

LEILANI KRYZHANOVSKIY

[REDACTED]

EXHIBIT 5



4/24/2020

Sergey Kryzhanovskiy

US

Dear Sergey:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on May 4, 2020 ("Start Date"). Your salary will be \$23.80 per hour, (\$49,504.00 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$10,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$7,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2022. Ordinarily this process occurs each April. Please note that the number of shares scheduled to vest on a particular vesting date will be rounded down to the nearest whole share, and if the number is less than one whole share, you will not receive any shares until the next scheduled vesting date.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Rick Borszcz

Shift Pattern: AAAA

Your shift or schedule may change in the future. Based on business need, Amazon.com Services LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access

to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire April 5, 2020.

Sergey, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Rick Borszcz
Regional WHS Manager

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.

Sergey Kryzhanovskiy

Signature

Apr 28, 2020

Date

Sergey Kryzhanovskiy

2020-04-24-13-01-c3d763fc-909e-4193-a39f-f49651a96993

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
.....
360 EAST SECOND STREET, SUITE 800
LOS ANGELES, CA 90012

STOCKTON OFFICE
.....
2453 GRAND CANAL BLVD.
STOCKTON, CA 95207

LODI OFFICE
.....
118 W. OAK STREET
LODI, CA 95240

MAILING ADDRESS:
112 S CHURCH STREET
LODI, CA 95240

112 S CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

October 11, 2023

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/266>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA ELECTRONIC MAIL ONLY TO COUNSEL FOR AMAZON

nkhansari@gibsondunn.com; bhamburger@gibsondunn.com; lblas@gibsondunn.com

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Amazon.com Services, Inc.
202 Westlake Ave N
Seattle, WA 98109

Re: Patricia Salazar (DOB: 11/12/1949)

To Whom It May Concern:

This firm represents Patricia Salazar in relation to her employment with Amazon.com Services LLC and/or Amazon.com Services, Inc. (collectively, "Amazon"). Salazar was hired by Defendant Amazon.com Services, LLC on or around August 2, 2022 to work in the position of ERC HR Specialty. See **Exhibit 1**.¹ At all relevant times, Plaintiff was properly classified as a non-exempt hourly employees and were, thereby, entitled to be paid at least minimum wage for all hours worked and overtime/doubletime as appropriate. In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Salazar's written notice to the Labor and Workforce Development Agency ("LWDA") and Amazon regarding the following Labor Code violations, and the facts and theories supporting the same.

Employers have, within the last year and beyond, as to Ruiz and other current and former employees within California, failed to do the following:

¹ Exhibits 1-3 are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

October 11, 2023

Page 2 of 3

1. Properly Calculate and Pay Overtime. Ms. Salazar and Amazon's other non-exempt California employees are eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation including, but not limited to "Signing Bonus". **Exhibits 2.** Throughout her employment and before, however, Amazon failed to properly calculate and pay the overtime wages owed to Ms. Salazar and its other non-exempt California employees. Specifically, pursuant to its uniform policy, practice and procedure, Amazon a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Salazar and its other non-exempt employees' "regular rate of pay" for purposes of overtime or b) miscalculated Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime.
2. Failure to Properly Calculate and Pay Meal Period Premiums. – Ms. Salazar and Amazon's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. Amazon regularly required Ms. Salazar and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands. There were some occasions, however, when Amazon did pay meal and rest period premiums to Ms. Salazar and its other California non-exempt employees, thereby acknowledging it had deprived them of the required meal and rest periods. Finally, when premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay. See **Exhs. 2.**
3. Furnish Accurate Itemized Wage Statements – Because of the violations set forth above, and as evidenced in the samples of Ms. Salazar's wage statements attached hereto as **Exhibits 2-3**, the wage statements furnished by Amazon to its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:
 - a. The gross wages earned, in violation of section 226(a)(1);
 - b. The net wages earned, in violation of section 226(a)(5); and
 - c. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).
4. Timely Pay Wages – Because Employers failed to properly pay overtime premium wages when they became due, they necessarily violated the provisions of Labor Code section 204.
5. Pay All Wages on Separation – Because Employers failed, and continue to fail, to compensate properly for overtime wages due there are necessarily wages that remained outstanding at the time Ruiz and other California employees separate from employment with Employers that are not timely paid at the end of their employment.

Accordingly, and as set forth above, Ms. Salazar alleges Amazon has violated Labor Code sections 201-204, 226, 226.7, 510, and 512 as well as and the applicable IWC Wage Orders.

October 11, 2023

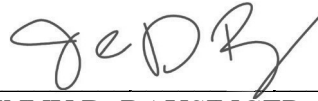
Page 3 of 3

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Salazar intends to file a civil complaint, or amend a pre-existing civil complaint, against Amazon pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By 
JENNY D. BAYSINGER

Enclosures

EXHIBIT 1



8/2/2022

Patricia Salazar

United States

Dear Patricia:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of ERC HR Specialty . This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on August 8, 2022 ("Start Date"). Your salary will be \$27.04 per hour, (\$56,243.20 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2024. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$7,200.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,600.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 228 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2024. Ordinarily this process occurs each April.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Background Check

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

A copy of the Agreement is provided in Appendix A at the end of this document. An identical Agreement will be sent separately for your signature.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire August 12, 2022.

Patricia, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Cheri Gould
HR Manager, US – ERC

EXHIBIT 2

W3K 017857 867800 VCA 0000350572 1

Page 1(Con't Next Page)

AMAZON.COM SERVICES LLC

ATTN: AMAZON PAYROLL

202 WESTLAKE AVE N

SEATTLE, WA 981099

Earnings Statement

Period Beginning: 08/21/2022

Period Ending: 08/27/2022

Pay Date: 09/02/2022

Filing Status: Single/Married filing separately

Exemptions/Allowances:

Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	38.78	1,048.61	3,108.52
Overtime	40.5600	4.22	171.16	186.57
Double Time	54.0800	.25	13.52	13.52
O/T Premium	5.7405	.38	2.18	2.18
Rest/M meal Prem				135.20
Signing Bonus				7,200.00
Gross Pay			\$1,235.47	10,645.99

Net Check \$0.00

Correction: .38 OT Hours for 08/21/22 - 08/27/22

*** Excluded from federal taxable wages**Your federal taxable wages this period are
\$1,075.44

Deductions	Statutory		
	Federal Income Tax	-97.52	1,856.48
	Social Security Tax	-76.04	659.12
	Medicare Tax	-17.79	154.15
	CA State Income Tax	-39.93	845.57
	CA SDI Tax	-13.46	116.85
	Other		
	Accident Ins	-0.87	1.74
	Grp Legal Plan	-3.48	6.96
	Healthcare Fsa	-6.00*	12.00
	Pre-Tax Dental	-2.08*	4.16
	Pre-Tax Vision	-3.69*	7.38
	Supp Ad/D	-0.12	0.24
	Supp Life Ins	-8.28	16.56
	401K-Roth	-61.77	61.77
	401K-Trad	-148.26*	325.10
	Net Pay	\$756.18	
	Checking Acct 1	-756.18	

Other Benefits and Information

	this period	total to date
Ca Pto Balance	6.93	
Groupterm Life	2.85	8.55
Tot Work Hours	43.25	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.IF YOU HAVE PAY RELATED QUESTIONS, VISIT
[HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

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AMAZON.COM SERVICES LLC

ATTN: AMAZON PAYROLL

202 WESTLAKE AVE N

SEATTLE, WA 981099

Advice number:

00000350572

Pay date:

09/02/2022

Deposited to the account of

PATRICIA J SALAZAR

account number

xxxxxxx5466

transit ABA

xxxx xxxx

amount

\$756.18

NON-NEGOTIABLE

EXHIBIT 3

W3K 017857 867800 VCA 0000330568 1

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 [REDACTED]
 SEATTLE, WA 981099

Earnings Statement



Period Beginning: 08/07/2022
 Period Ending: 08/13/2022
 Pay Date: 08/19/2022

Filing Status: Single/Married filing separately
 Exemptions/Allowances:
 Federal: Standard Withholding Table

PATRICIA J SALAZAR
 [REDACTED]

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	40.00	1,081.60	1,081.60
Rest/M meal Prem	27.0400	1.00	27.04	27.04
Signing Bonus			7,200.00	7,200.00
Gross Pay			\$8,308.64	8,308.64

Other Benefits and Information	this period	total to date
Ca Pto Balance	2.31	
Group term Life	2.85	2.85
Tot Work Hours	40.00	

Deductions	Statutory	
Federal Income Tax	-1,672.56	1,672.56
Social Security Tax	-515.31	515.31
Medicare Tax	-120.52	120.52
CA State Income Tax	-771.69	771.69
CA SDI Tax	-91.40	91.40

Other	
401K-Trad	-88.69*
	88.69

Net Pay	\$5,048.47
Checking Acct 1	-5,048.47

Net Check	\$0.00
------------------	---------------

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
 DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT
[HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

Additional Tax Withholding Information

Taxable Marital Status:

CA: Single

Exemptions/Allowances:

CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$8,219.95

© 2000 ADP, Inc.

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 981099

Advice number: 00000330568
 Pay date: 08/19/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	[REDACTED]

NON-NEGOTIABLE

EXHIBIT 2



1/10/2020

Leilani Kryzhanovskiy
[REDACTED]

US

Dear Leilani:

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on January 20, 2020 ("Start Date"). Your salary will be \$21.88 per hour, (\$45,510.40 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$8,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2021. Ordinarily this process occurs each April.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Steven McCoy

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire December 29, 2019.

Leilani, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

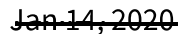
Steven McCoy
WHS Manager II

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature



Date

Leilani Kryzhanovskiy

2020-01-10-08-01-79d43945-392c-4393-86cd-c2995cb0a68a

EXHIBIT 3

11772-0051

AMAZON.COM SERVICES INC.
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Earnings Statement



Period Beginning: 01/19/2020
Period Ending: 02/01/2020
Pay Date: 02/07/2020

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

LEILANI KRYZHANOVSKIY

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	71.98	1,574.92	1,574.92
Overtime	32.8200	1.48	48.57	48.57
Ca Meal Prem	21.8800	2.00	43.76	43.76
Personal Time	21.8800	.10	2.19	2.19
Signing Bonus			8,000.00	8,000.00
Gross Pay			\$9,669.44	9,669.44

Other Benefits and Information

	this period	total to date
Group-term Life	1.52	1.52
Personal	13.60	
Tot Work Hours	73.46	
Vacation	1.55	

Important Notes

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

Deductions	Statutory		year to date
	Federal Income Tax	-1,831.56	1,831.56
	Social Security Tax	-599.60	599.60
	Medicare Tax	-140.23	140.23
	CA State Income Tax	-824.52	824.52
	CA SUI/SDI Tax	-96.69	96.69
	Net Pay	\$6,176.84	
	Checking Dep.	-6,176.84	
	Net Check	\$0.00	

Additional Tax Withholding Information

Taxable Marital Status:
CA: Married
Exemptions/Allowances:
CA: 3

Your federal taxable wages this period are
\$9,669.44

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AMAZON.COM SERVICES INC.
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 00000075722
Pay date: 02/07/2020

Deposited to the account of	account number	transit	ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx	xxxx	\$6,176.84

THIS IS NOT A CHECK

NON-NEGOTIABLE

CONFIDENTIAL

AMZ-KRY_0000104

EXHIBIT 4

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Earnings Statement



Period Beginning: 03/14/2021
Period Ending: 03/20/2021
Pay Date: 03/26/2021

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

LEILANI KRYZHANOVSKIY

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	38.93	851.79	5,012.50
Overtime	32.8200	.02	0.66	320.00
Ca Meal Prem	21.8800	2.00	43.76	153.16
Imputed Income			0.20	110.65
O/T Premium 2	8.8900	.02	0.18	
On Sign Bonus			230.77	1,104.40
Personal Time	21.8800	.87	19.04	489.24
Shft Pay @O/T	1.0000	.02	0.02	8.79
Shift Pay	0.6000	41.80	25.08	164.67
Guarantee Pay				1,750.40
Holiday Pay				350.08
Gross Pay			\$1,171.50	9,511.23

Net Pay	\$794.02
Checking Dep.	-794.02
Net Check	\$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are \$971.87

Other Benefits and Information

	this period	total to date
Groupterm Life	0.76	9.12
Personal Balnce	6.18	
Tot Work Hours	38.95	
Vacation Balnce	34.63	

Important Notes

YOUR COMPANY PHONE NUMBER IS 888-892-7180

BASIS OF PAY: HOURLY

LEGAL ADDR 110 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single

Deductions	Statutory		
	Federal Income Tax	-51.05	370.08
	Social Security Tax	-64.97	497.72
	Medicare Tax	-15.19	116.40
	CA State Income Tax	-33.31	254.53
	CA SDI Tax	-12.56	96.22
	Other		
	Imputed	-0.20	110.65
	Pre-Tax Dental	-15.69*	188.28
	Pre-Tax Medical	-106.62*	1,279.44
	Pre-Tax Vision	-2.08*	24.96
	Slifcd	-0.35	4.20
	Slifsp	-0.22	2.64
	401K	-75.24*	484.25

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 00000142167
Pay date: 03/26/2021

Deposited to the account of	account number	transit ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx xxxx	\$794.02

THIS IS NOT A CHECK

NON-NEGOTIABLE

CONFIDENTIAL

001-0208

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Earnings Statement



Period Beginning: 03/21/2021
Period Ending: 03/27/2021
Pay Date: 04/02/2021

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

LEILANI KRYZHANOVSKIY

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	39.67	867.98	5,880.48
Overtime	32.8200	.17	5.58	325.58
Imputed Income			0.20	110.85
Personal Time	21.8800	.07	1.53	490.77
Shft Pay @O/T	0.8824	.17	0.15	8.94
Shift Pay	0.5999	39.74	23.84	188.51
Ca Meal Prem				153.16
Guarantee Pay				1,750.40
Holiday Pay				350.08
On Sign Bonus				1,104.40
Gross Pay			\$899.28	10,410.51

Deductions	Statutory		
	Federal Income Tax	-22.03	392.11
	Social Security Tax	-48.09	545.81
	Medicare Tax	-11.25	127.65
	CA State Income Tax	-16.19	270.72
	CA SDI Tax	-9.30	105.52
	Other		
	Imputed	-0.20	110.85
	Pre-Tax Dental	-15.69*	203.97
	Pre-Tax Medical	-106.62*	1,386.06
	Pre-Tax Vision	-2.08*	27.04
	Slifcd	-0.35	4.55
	Slifsp	-0.22	2.86
	401K	-71.93*	556.18
Net Pay		\$595.33	

Other	this period	year to date
Checking Dep.	-595.33	
Net Check	\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are \$702.96

Other Benefits and Information

	this period	total to date
Groupterm Life	0.76	9.88
Personal Balnce	7.97	
Tot Work Hours	39.84	
Vacation Balnce	36.18	

Important Notes

YOUR COMPANY PHONE NUMBER IS 888-892-7180

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

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AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 00000155345
Pay date: 04/02/2021

Deposited to the account of	account number	transit	ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx	xxxx	\$595.33

THIS IS NOT A CHECK

NON-NEGOTIABLE

CONFIDENTIAL

AMZ-KRY_0000117

EXHIBIT 5



8/2/2022

Patricia Salazar



United States

Dear Patricia:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of ERC HR Specialty . This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on August 8, 2022 ("Start Date"). Your salary will be \$27.04 per hour, (\$56,243.20 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2024. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$7,200.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,600.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 228 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2024. Ordinarily this process occurs each April.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Background Check

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

A copy of the Agreement is provided in Appendix A at the end of this document. An identical Agreement will be sent separately for your signature.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire August 12, 2022.

Patricia, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Cheri Gould
HR Manager, US – ERC

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.

Signature

Date

Patricia Salazar

EXHIBIT 6

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Earnings Statement



Period Beginning: 08/21/2022
Period Ending: 08/27/2022
Pay Date: 09/02/2022

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

PATRICIA J SALAZAR

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	38.78	1,048.61	3,108.52
Overtime	40.5600	4.22	171.16	186.57
Double Time	54.0800	.25	13.52	13.52
O/T Premium	5.7405	.38	2.18	2.18
Rest/M meal Prem				135.20
Signing Bonus				7,200.00
Gross Pay			\$1,235.47	10,645.99

Net Check \$0.00

Correction: .38 OT Hours for 08/21/22 - 08/27/22

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,075.44

Deductions	Statutory	
Federal Income Tax	-97.52	1,856.48
Social Security Tax	-76.04	659.12
Medicare Tax	-17.79	154.15
CA State Income Tax	-39.93	845.57
CA SDI Tax	-13.46	116.85
Other		
Accident Ins	-0.87	1.74
Grp Legal Plan	-3.48	6.96
Healthcare Fsa	-6.00*	12.00
Pre-Tax Dental	-2.08*	4.16
Pre-Tax Vision	-3.69*	7.38
Supp Ad/D	-0.12	0.24
Supp Life Ins	-8.28	16.56
401K-Roth	-61.77	61.77
401K-Trad	-148.26*	325.10
Net Pay	\$756.18	
Checking Acct 1	-756.18	

Other Benefits and Information

	this period	total to date
Ca Pto Balance	6.93	
Groupterm Life	2.85	8.55
Tot Work Hours	43.25	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Sppl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT
[HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

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AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Advice number: 00000350572
Pay date: 09/02/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	\$756.18

NON-NEGOTIABLE

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Earnings Statement



Period Beginning: 08/28/2022
Period Ending: 09/03/2022
Pay Date: 09/09/2022

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

PATRICIA J SALAZAR

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	40.00	1,081.60	4,190.12
Overtime	40.5600	.82	33.26	219.83
O/T Premium	5.4555	4.47	24.39	26.57
Double Time				13.52
Rest/Meal Prem				135.20
Signing Bonus				7,200.00
Gross Pay			\$1,139.25	11,785.24

Net Check \$0.00

Correction: 4.47 OT Hours for 08/28/22 - 09/03/22

*** Excluded from federal taxable wages**

Your federal taxable wages this period are \$990.77

Deductions	Statutory		year to date
	Federal Income Tax	-85.06	1,941.54
	Social Security Tax	-70.08	729.20
	Medicare Tax	-16.39	170.54
	CA State Income Tax	-33.21	878.78
	CA SDI Tax	-12.40	129.25
	Other		
	Accident Ins	-0.87	2.61
	Grp Legal Plan	-3.48	10.44
	Healthcare Fsa	-6.00*	18.00
	Pre-Tax Dental	-2.08*	6.24
	Pre-Tax Vision	-3.69*	11.07
	Supp Ad/D	-0.12	0.36
	Supp Life Ins	-8.28	24.84
	401K-Roth	-56.96	118.73
	401K-Trad	-136.71*	461.81
	Net Pay	\$703.92	
	Checking Acct 1	-703.92	

Other Benefits and Information

	this period	total to date
Ca Pto Balance	9.24	
Groupterm Life	2.85	11.40
Tot Work Hours	40.82	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Sppl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT
[HTTPS://ATOZ.AMAZON.WORK](https://ATOZ.AMAZON.WORK) AND CLICK RESOURCES.

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single

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202 WESTLAKE AVE N
SEATTLE, WA 981099

Advice number: 00000367610
Pay date: 09/09/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	\$703.92

NON-NEGOTIABLE

EXHIBIT 7

Jenny Baysinger

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, December 18, 2023 9:48 AM
To: Jenny Baysinger
Subject: Thank you for your Proposed Settlement Submission

12/18/2023 09:48:08 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cj%2Fbaysinger%40mayallaw.com%7Cee000d49961d4a7ae0af08dbff189c4%7C05d52ced3a0f41ca99a7a9f9e83f079b%7C0%7C0%7C638385185107160818%7CUnknown%7CTWFPbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=RRmWAZRg2uDGOCsZjQUzddldk4hGN2o01woXuTE7A4%3D&reserved=0