

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Joshua Shirian (SBN 341909)

josh@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, LAKEITHSHA LONDON YOUNG,
as an aggrieved employee, and on behalf of all other aggrieved employees

Additional Counsel Listed on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LAKEITHSHA LONDON YOUNG, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

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

CASE NO.: 21STCV38280

[Assigned to the Hon. Elaine Lu in Dept.
26]

PAGA SETTLEMENT AGREEMENT

1 RAMON A. MIYAR (SBN 284990)

2 rmiyar@kslaw.com

3 **KING & SPALDING LLP**

4 633 West Fifth Street, Suite 1600

5 Los Angeles, CA 90071

6 Telephone: (213) 443 4355

7 Facsimile: (213) 443 4310

8 GINA MERRILL

9 gmerrill@kslaw.com

10 **KING & SPALDING LLP**

11 1185 Avenue of the Americas

12 New York, NY 10036

13 Telephone: (212) 790 5367

14 **admitted pro hac vice*

15 Attorneys for Defendants Prime Now LLC and
16 Amazon.com Services LLC
17
18
19
20
21
22
23
24
25
26
27
28

1 This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Lakeithsha London Young (“Plaintiff”), and
3 defendants Amazon.com Services LLC and Prime Now LLC (“Prime Now”) (together,
4 “Defendants”). Plaintiff and Defendants shall collectively be referred to herein as the “Parties,”
5 or individually as “Party.”

6 **1. DEFINITIONS**

7 **1.1. “Action”** means Plaintiff’s PAGA lawsuit alleging employment law violations
8 against Defendants captioned *Lakeithsha London Young v. Amazon.com, LLC, et al.*, Case No.
9 21STCV38280 in the Superior Court of the State of California, County of Los Angeles.

10 **1.2. “Administrator”** means Phoenix Class Action Administration Solutions
11 (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

12 **1.3. “Administration Expenses Payment”** means the amount the Administrator will
13 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with approval of this Settlement.

16 **1.4. “Aggrieved Employee”** means a person currently or formerly employed by
17 Prime Now in an L3 and/or L4 position in California during the PAGA Period, who were subject
18 to the version of the Confidentiality and Invention Assignment Agreement ("CIAA") that was
19 executed by Plaintiff.

20 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying
21 information in Defendants’ possession including the Aggrieved Employee’s name, last-known
22 mailing address, Social Security number, dates of employment (*i.e.* hire dates, termination dates
23 (as applicable) and re-hire dates (as applicable), and total number of pay periods worked during
24 the PAGA Period while subject to the version of the CIAA that was executed by Plaintiff.

25 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s
26 investigation and search for current Aggrieved Employees’ mailing addresses using all
27 reasonably available sources, methods and means, including, but not limited to, the National
28

1 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved
2 Employees.

3 **1.7. “Approval Order”** means the Court order granting approval of the PAGA
4 Settlement.

5 **1.8. “Court”** means the Superior Court of California, County of Los Angeles.

6 **1.9. “Defense Counsel”** means Gina Merrill and Ramon Miyar of King & Spalding
7 LLP.

8 **1.10. “Effective Date”** means the date by when both of the following have occurred:
9 (a) the Court enters a Judgment on its Approval Order and (b) the Judgment is final. The
10 Judgment is final as of the latest of the following occurrences: (i) if no objections to the settlement
11 are filed, no third party intervenes, and the LWDA does not comment on the settlement, the day
12 the Court enters Judgment; (ii) if any objection to the Settlement is filed, any party intervenes, or
13 the LWDA comments on the settlement, but no appeal of the Judgment is filed, the day after the
14 deadline for filing a notice of appeal from the Judgment; (iii) if there is an appeal of the Court’s
15 Judgment, the latest of the date the Judgment is affirmed on appeal and a remittitur is issued, the
16 date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari
17 to the California Supreme Court; or (iv) if a petition for writ of certiorari to the California
18 Supreme Court is filed, the date of denial of the petition for writ of certiorari, or the date the
19 Judgment is affirmed in the event the petition is granted.

20 **1.11. “Gross Settlement Amount”** means One Million Dollars and Zero Cents
21 (\$1,000,000.00), which is the total amount Defendants are obligated to pay in connection with
22 this Settlement Agreement except as provided in Paragraph 8.1 below. The Gross Settlement
23 Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the
24 PAGA Counsel Fees Payment, the Incentive Award Payment, the PAGA Counsel Litigation
25 Expenses Payment and the Administration Expenses Payment.

26 **1.12. “Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
27 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
28 Employee worked during the PAGA Period.

1 **1.13. “Incentive Award Payment”** means the amount of Seven Thousand Five
2 Hundred Dollars and Zero Cents (\$7,500.00) to be paid to Plaintiff, subject to approval by the
3 Court.

4 **1.14. “Judgment”** means the judgment entered by the Court based upon the Final
5 Approval.

6 **1.15. “LWDA”** means the California Labor and Workforce Development Agency, the
7 agency entitled, under Labor Code section 2699, subd. (i).

8 **1.16. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
9 LWDA under Labor Code section 2699, subd. (i).

10 **1.17. “Net Settlement Amount”** means the Gross Settlement Amount, less the
11 following payments in the amounts approved by the Court: the LWDA PAGA Payment, the
12 PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Incentive
13 Award Payment, and the Administration Expenses Payment. The remainder is to be paid to
14 Aggrieved Employees as Individual PAGA Payments.

15 **1.18. “PAGA Counsel”** means, David D. Bibiyan, Jeffrey D. Klein, and Vedang J.
16 Patel of Bibiyan Law Group, P.C. The term “PAGA Counsel” shall be used synonymously with
17 the term “Plaintiff’s Counsel.”

18 **1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
19 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
20 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

21 **1.20. “PAGA Pay Period” or “Pay Period”** means any pay period during which an
22 Aggrieved Employee worked for Prime Now during the PAGA Period, based on hire dates,
23 termination dates (if applicable) and re-hire dates (if applicable), and was subject to the version
24 of the CIAA that was executed by Plaintiff.

25 **1.21. “PAGA Period”** means the period from July 30, 2020 through the date on which
26 the Court grants approval of this settlement.

27 **1.22. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

28 ///

1 **1.23. “PAGA Notice”** means Plaintiff’s letter dated July 30, 2021 to Defendants and
2 the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

3 **1.24. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
4 from the Net Settlement Amount, allocated seventy-five percent (75%) or no less than
5 \$459,937.50 to the Labor and Workforce Development Agency (“LWDA”) and twenty-five
6 percent (25%) or no less than \$153,312.50 to Aggrieved Employees in the form of Individual
7 PAGA Payments.

8 **1.25. “Plaintiff”** means Lakeithsha London Young, the named plaintiff in the Action.

9 **1.26. “Released PAGA Claims”** means the claims being released by the Plaintiff,
10 Aggrieved Employees and PAGA Counsel and as described in Paragraph (5) below.

11 **1.27. “Released Parties”** means the Defendants, and each of their former and present
12 directors, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors,
13 successors, assigns, subsidiaries and affiliates.

14 **1.28. “Settlement”** means the disposition of the Action effected by this Agreement and
15 the Judgment.

16 **1.29. “Defendants”** means the named Defendants, Amazon.com Services, LLC
17 (“Amazon”) and Prime Now, LLC (“Prime Now”), collectively.

18 **2. RECITALS**

19 **2.1.** On July 30, 2021, Plaintiff filed with the Labor and Workforce Development
20 Agency (“LWDA”) and served on Defendants a notice under Labor Code section 2699.3, stating
21 Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of herself
22 and other employees of Defendants for various Labor Code violations (“PAGA Notice”).

23 **2.2.** On October 18, 2021, Plaintiff initiated this action against Defendants for civil
24 penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), for
25 the various Labor Code violations set forth in the PAGA Notice.

26 **2.3.** On July 15, 2022, Plaintiff filed a First Amended Complaint adding additional
27 factual allegations to support Plaintiff’s claims, which Defendants then answered on November
28 10, 2022.

1 **2.4.** On August 2, 2023, the Parties filed a stipulation for the dismissal without
2 prejudice of Defendants Amazon.com, Inc. and Amazon.com LLC. On August 28, 2023, the
3 Court entered an order dismissing Amazon.com, Inc. and Amazon.com LLC from this action
4 without prejudice.

5 **2.5.** On September 1, 2023, the Parties attended mediation with Michael Dickstein,
6 Esq., a well-regarded mediator experienced in mediating complex labor and employment matters.
7 With the aid of the mediator's evaluation, and subsequent arm's-length settlement negotiations,
8 the Parties reached the Settlement to resolve the Action. The terms of the Settlement were
9 memorialized in a Memorandum of Understanding executed by the parties on October 17, 2023
10 ("MOU").

11 **2.6.** Prior to mediation, each of the Parties exchanged and responded to written
12 discovery requests. In addition, Plaintiff obtained, through informal discovery: (1) the number
13 of estimated Aggrieved Employees and Pay Periods in the PAGA Period; (2) the CIAA executed
14 by Plaintiff; and (3) other documents pertaining to Plaintiff.

15 **3. MONETARY TERMS**

16 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
17 below, Defendants promise to pay \$1,000,000.00 and no more as the Gross Settlement Amount.
18 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated
19 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
20 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
21 payment. None of the Gross Settlement Amount will revert to Defendants. Defendants shall not
22 be liable for any amounts beyond the consideration expressly set forth in this Agreement.

23 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
24 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
25 by the Court in the Final Approval:

26 **3.2.1 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
27 35% of the Gross Settlement Amount, which is currently estimated to be
28 \$350,000.00 and PAGA Counsel Litigation Expenses Payment of not more

1 than \$25,000.00. Defendants will not oppose requests for Court approval
2 of these payments provided that they do not exceed these amounts, unless
3 the Gross Settlement Amount is increased as provided in Paragraph 8.1
4 below. Plaintiff and/or PAGA Counsel will file an application or motion
5 for PAGA Counsel Fees Payment and PAGA Litigation Expenses
6 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a
7 PAGA Counsel Litigation Expenses Payment less than the amounts
8 requested, the Administrator will allocate the remainder to the Net
9 Settlement Amount. Released Parties shall have no liability to PAGA
10 Counsel or any other Plaintiff's Counsel arising from any claim to any
11 portion any PAGA Counsel Fees Payment and/or PAGA Counsel
12 Litigation Expenses Payment. The Administrator will pay the PAGA
13 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment
14 using one or more IRS 1099 Forms. PAGA Counsel assumes full
15 responsibility and liability for taxes owed on the PAGA Counsel Fees
16 Payment and the PAGA Counsel Litigation Expenses Payment and holds
17 Defendants harmless, and indemnifies Defendants, from any dispute or
18 controversy regarding any division or sharing of any of these Payments.
19 In the event Defendants fail to fully fund the Gross Settlement Amount
20 without justification under the terms of this Agreement, and Plaintiff, after
21 meeting and conferring with Defendants in good faith, is required to move
22 the Court to enforce the Agreement, Plaintiff reserves the right to apply to
23 the Court for reasonable attorneys' fees incurred seeking such enforcement
24 in the event Plaintiff is the prevailing party on such motion to enforce the
25 settlement, and Defendants reserve the right to oppose any such fee
26 application.

27 ///

28 ///

1 **3.2.2 To the Plaintiff:** An Incentive Award Payment not to exceed Seven
2 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), subject to
3 approval by the Court.

4 **3.2.3 To the Administrator:** An Administrator Expenses Payment not to
5 exceed \$4,250.00. To the extent the administration expenses are less or the
6 Court approves payment of less than \$4,250.00, any remainder shall be
7 allocated to the Net Settlement Amount.

8 **3.2.4 To the LWDA and Aggrieved Employees:** PAGA Penalties, as currently
9 estimated and subject to change, in the amount of no less than \$613,250.00
10 to be paid from the Gross Settlement Amount, with seventy-five percent
11 (75%) or approximately \$459,937.50 to be paid to the Labor and
12 Workforce Development Agency (“LWDA”) and twenty-five percent
13 (25%) or approximately \$153,312.50 to be paid to Aggrieved Employees
14 in the form of Individual PAGA Payments.

15 **3.2.4.1** The Administrator will calculate each Individual PAGA Payment
16 by (a) dividing the amount of the Aggrieved Employees’ 25% share
17 of PAGA Penalties (\$153,312.50) by the total number of PAGA
18 Pay Periods worked by all Aggrieved Employees during the PAGA
19 Period and (b) multiplying the result by each Aggrieved
20 Employee’s PAGA Pay Periods. Aggrieved Employees assume full
21 responsibility and liability for any taxes owed on their Individual
22 PAGA Payment.

23 **3.2.4.2** The Administrator will report the Individual PAGA Payments on
24 IRS 1099 Forms.

25 **4. SETTLEMENT FUNDING PAYMENTS**

26 **4.1. Aggrieved Employee Pay Periods.** Based on a review of its records, Defendants
27 estimate there were 379 Aggrieved Employees who worked a total of 27,306 PAGA Pay Periods
28 as of August 8, 2023.

1 **4.2. Aggrieved Employee Data.** Within 15 business days of the Effective Date, Prime
2 Now will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft
3 Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must
4 maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only
5 for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved
6 Employee Data to Administrator employees who need access to the Aggrieved Employee Data
7 to effect and perform under this Agreement. Defendants have a continuing duty to immediately
8 notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
9 identifying information and to provide corrected or updated Aggrieved Employee Data as soon
10 as reasonably feasible. Without any extension of the deadline by which Defendants must send
11 the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
12 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
13 to missing or omitted Aggrieved Employee Data.

14 **4.3. Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
15 Settlement Amount by transmitting the funds to the Administrator no later than 30 business days
16 after the Effective Date.

17 **4.4. Payments from the Gross Settlement Amount.** Within 14 days after Defendants
18 funds the Gross Settlement Amount, the Administrator will simultaneously mail checks for all
19 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
20 the Incentive Award Payment, the PAGA Counsel Litigation Expenses Payment and PAGA
21 Counsel Attorneys' Fees. Disbursement of the PAGA Counsel Litigation Expenses Payment and
22 PAGA Counsel Attorneys' Fees shall not precede disbursement of Individual PAGA Payments.

23 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
24 and send them to the Aggrieved Employees via First Class U.S. Mail,
25 postage prepaid. The face of each check shall prominently state the date
26 (not less than 180 days after the date of mailing) when the check will be
27 voided. The Administrator will cancel all checks not cashed by the void
28 date and said cancellation shall not affect the validity of the releases

provided for herein and the Aggrieved Employee shall be deemed to, nevertheless, be bound by the releases provided herein. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must include a notice in the form of Exhibit A along with the check mailed to each Aggrieved Employee.

4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 3 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

1 **5.1. Release by Aggrieved Employees.** For the period of July 30, 2020 to the date on
2 which the Court grants approval of the Settlement, all Aggrieved Employees release, for
3 themselves and their respective former and present representatives, agents, attorneys, heirs,
4 administrators, successors and assigns, the Released Parties from all claims for PAGA civil
5 penalties, known or unknown, that were alleged or reasonably could have been alleged, based on
6 the facts stated in the First Amended Complaint and the PAGA Notice, including, without
7 limitation, civil penalties for alleged violation of Labor Code sections 96(k), 98.6, 232, 232.5,
8 1102.5, and 1197.5(k), and any other derivative claims under California law including claims for
9 statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees,
10 litigation and other costs, expenses, restitution, and equitable and declaratory relief.
11 **Notwithstanding the above, no claims for wages are released by this Settlement.**

12 **5.2. Additional Release by Plaintiff.** In addition to the releases given by each
13 Aggrieved Employee in Paragraph 5.1 above, Plaintiff, for herself and her respective former and
14 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
15 generally releases and discharges Released Parties from any and all claims, debts, liabilities,
16 demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of
17 action of whatever kind or nature, whether known or unknown, contingent or accrued, under any
18 legal theory under any body of law, from the beginning of time through the date on which the
19 Court grants Approval of this Settlement. This general release by Plaintiff also includes a waiver
20 of rights under California Civil Code Section 1542, which states:
21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
22 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
23 AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
24 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
25 DEBTOR OR RELEASED PARTY.

26 **5.3. Release by PAGA Counsel:** PAGA Counsel release on behalf of their present
27 and former attorneys, employees, agents, successors and assigns the Released Parties from all
28

1 claims for fees and costs incurred in connection with the Action or the PAGA Notice, or any
2 facts asserted therein.

3 **6. MOTION OR APPLICATION FOR APPROVAL OF**
4 **SETTLEMENT**

5 The Parties agree to jointly prepare and file an application or motion for approval of this
6 Settlement.

7 **6.1. Plaintiff's Responsibilities.** Plaintiff will prepare all documents necessary for
8 obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i)
9 a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from
10 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
11 to its willingness to serve; competency; operative procedures for protecting the security of
12 Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of
13 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with
14 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with
15 Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel
16 firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial
17 notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code
18 section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)).

19 **6.2. Responsibilities of Counsel.** PAGA Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the application or motion for approval of this
21 Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
22 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
23 Counsel is responsible for delivering the Court's Approval Order to the Administrator.

24 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
25 application or motion for approval of this Settlement and/or the supporting declarations and
26 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
27 the Parties by meeting and conferring in good faith to resolve the disagreement. If the Court does
28 not grant the motion for approval of this Settlement or conditions its approval on any material

1 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
2 on behalf of the Parties by meeting and conferring in good faith to modify the Agreement and
3 otherwise satisfy the Court's concerns. If, following good-faith meet-and-confer efforts, the
4 Parties are unable to resolve any disagreement as to (a) any aspect of the proposed Motion for
5 Approval and/or the supporting declarations or documents, and/or (b) any modifications to the
6 Agreement or other actions necessary to address the Court's concerns in connection with the
7 Court's denial of the approval motion or placement of conditions on approval, the Parties agree
8 to enlist the assistance of the mediator, and, if necessary, the Court.

9 **7. SETTLEMENT ADMINISTRATION**

10 **7.1. Selection of Administrator.** The Parties have jointly selected Phoenix Class
11 Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as
12 a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a
13 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
14 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
15 financial or otherwise, with the Administrator other than a professional relationship arising out
16 of prior experiences administering settlements.

17 **7.2. Employer Identification Number.** The Administrator shall have and use its own
18 Employer Identification Number for purposes of calculating payroll tax withholdings and
19 providing reports to state and federal tax authorities.

20 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
21 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
22 Regulation section 468B-1.

23 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
24 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

25 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

26 **8.1 Increase in the Gross Settlement Amount.** Prime Now estimated that there were
27 379 Aggrieved Employees who worked 27,306 Pay Periods at issue during the PAGA Period as
28 of August 8, 2023. In the event that the total Pay Periods in the PAGA Period increase by more

1 than 10% (i.e., if there are 30,036 or more Total Pay Periods in the PAGA Period), then the Gross
2 Settlement Amount shall be increased proportionally by the Pay Periods worked in excess of
3 30,036 Pay Periods multiplied by the Pay Period Value. The Pay Period Value shall be calculated
4 by dividing the Gross Settlement Amount by 27,306. The Parties agree that the Pay Period Value
5 amounts to \$36.62 per Pay Period (\$1,000,000 / 27,306 Pay Periods). Thus, for example, should
6 there be 31,000 Pay Periods worked in the PAGA Period, then the Gross Settlement Amount
7 shall be increased by \$35,301.68 ((31,000 Pay Periods – 30,036 Pay Periods) x \$36.62/ Pay
8 Period).

9 **9. CONTINUING JURISDICTION OF THE COURT**

10 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
11 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
12 Judgment pursuant to Code of Civil Procedure section 664.6, (ii) addressing settlement
13 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

14 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
15 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
16 PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all
17 rights to appeal from the Judgment, including all rights to post-judgment and appellate
18 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
19 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
20 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
21 perform under this Agreement will be suspended until such time as the appeal is finally resolved
22 and the Judgment becomes final, except as to matters that do not affect the amount of the Gross
23 Settlement Amount.

24 **10. ADDITIONAL PROVISIONS**

25 **10.1. No Admission of Liability or Representative Manageability for Other**
26 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
27 Nothing in this Agreement is intended or should be construed as an admission by Defendants
28 that any of the allegations in the Action have merit or that Defendants have any liability for any

1 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
2 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is
3 for purposes of this Settlement only. If for any reason the Court does not approve this Settlement,
4 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
5 right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to
6 settle the Action will have no bearing on, and will not be admissible in connection with, any
7 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

8 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
9 Agreement together with its attached exhibits shall constitute the entire agreement between the
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,
11 covenants, or inducements made to or by any Party.

12 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
13 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take
14 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
15 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
16 terms of this Agreement including any amendments to this Agreement.

17 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
18 use their best efforts, in good faith, to implement the Settlement by, among other things,
19 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
20 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
21 the form or content of any document necessary to implement the Settlement, or on any
22 modification of the Agreement that may become necessary to implement the Settlement, the
23 Parties will seek the assistance of a mediator and/or the Court for resolution.

24 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
25 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
26 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

28 ///

1 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense
2 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
3 Settlement be relied upon as such within the meaning of United States Treasury Department
4 Circular 230 (31 CFR Part 10, as amended) or otherwise.

5 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
6 amended, modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.

8 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
9 inure to the benefit of, the successors of each of the Parties.

10 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
11 be governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
14 preparation of this Agreement. This Agreement will not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.

16 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
21 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to this
23 Settlement, and no other purpose, and may not be used in any way that violates any existing
24 contractual agreement, statute, or rule of court.

25 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
26 is inserted for convenience of reference only and does not constitute a part of this Agreement.

27 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
28 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

1 weekend or federal legal holiday, such date or deadline shall be on the first business day
2 thereafter.

3 **10.15. Execution in Counterparts.** This Agreement may be executed in one or more
4 counterparts by facsimile, electronically (*i.e.* DocuSign), or email which for purposes of this
5 Agreement shall be accepted as an original. All executed counterparts and each of them will be
6 deemed to be one and the same instrument if counsel for the Parties will exchange between
7 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
8 prove the existence and contents of this Agreement.

9 **10.16. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
10 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
11 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
12 date.

13 **10.17. Representation by Plaintiff's Counsel.** Plaintiff's Counsel represent that other
14 than Plaintiff and Nicholas Bruce Mares, they do not currently represent any other current or
15 former employees directly employed by Defendants in connection with any actual or planned
16 claims, charges, complaints or other matters against Defendants, and Plaintiffs' Counsel are not
17 aware of any current or former employees of Defendants who are planning to bring any claims,
18 charges, complaints or other matters against Defendants.

19 **10.18. No Publicity.** Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel
20 separately agree to keep the Settlement, MOU and this Agreement confidential up to and until
21 the Court grants approval of the Settlement, except as required to seek approval from the Court,
22 including filing the Agreement with the Court. Thereafter, the Parties will agree to make no
23 comments to the media or otherwise publicize the terms of the Settlement. Plaintiffs, Plaintiff's
24 Counsel, Defendants, and Defendants' Counsel separately agree not to, directly or indirectly,
25 initiate any conversation or other communication, before the filing of the motion for approval,
26 with any third party regarding the Settlement, MOU, or Agreement, or the matters giving rise to
27 the Settlement, MOU or Agreement, except to respond only that "the matter was resolved," or
28 words to that effect. This paragraph does not restrict Plaintiff's Counsel's communications with

Aggrieved Employees in accordance with ethical obligations owed to Aggrieved Employees and/or to facilitate approval of the Settlement.

10.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

///

IT IS SO AGREED:

Lakeithsha London Young
Lakeithsha London Young (Mar 20, 2024 06:33 PDT)

For Plaintiff, Lakeithsha London Young

For Defendant, Prime Now LLC.

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

For Defendant, Amazon.Com Services LLC

Gina Merrill
Ramon Miyar
Counsel for Defendants

Aggrieved Employees in accordance with ethical obligations owed to Aggrieved Employees and/or to facilitate approval of the Settlement.

10.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

///

IT IS SO AGREED:

For Plaintiff, Lakeithsha London Young

For Defendant, Prime Now LLC.

2/26/24 *David D. Bibiyan*

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

For Defendant, Amazon.Com Services LLC

Gina Merrill
Ramon Miyar
Counsel for Defendants

Aggrieved Employees in accordance with ethical obligations owed to Aggrieved Employees and/or to facilitate approval of the Settlement.

10.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

///

IT IS SO AGREED:

For Plaintiff, Lakeithsha London Young

DocuSigned by:

Eane Brown

0AC4AA8BEE2D4A8...

For Defendant, Prime Now LLC.

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

DocuSigned by:

Eane Brown

0AC4AA8BEE2D4A8...

For Defendant, Amazon.Com Services LLC

DocuSigned by:

Gina Merrill

B822750CFBAA45E...

Gina Merrill
Ramon Miyar
Counsel for Defendants

3/4/2024