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1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

2 **COUNTY OF SAN DIEGO**

3 KASHU XOLA, individually, and on behalf
4 of other members of the general public
similarly situated,

5 Plaintiff,

6 vs.

7 FULL PACKAGE DELIVERY, LLC, a
8 California Limited Liability Company,
AMAZON LOGISTICS, INC., a Delaware
Corporation, and DOES 1-10, inclusive,

9 Defendants.

Case No. 37-2022-00006720-CU-OE-CTL

**DECLARATION OF JEFFREY D.
JOHNSON REGARDING THE NOTICE
PLAN IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

10 I, Jeffrey D. Johnson, declare as follows:
11

12 1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying
13 Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age and I am not
14 a party to the above-captioned action. I have personal knowledge of the facts set forth herein and,
15 if called as a witness, could and would testify competently thereto.

16 2. CAC provides a comprehensive range of class and collective action claims
17 administration services. CAC has extensive experience in data processing and acting as third-party
18 administrator in class and collective actions throughout the country.

19 3. CAC’s class and collective action administration services include: coordination of all
20 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
21 packets and claim forms; coordination with the U.S. Postal Service; database management; website
22 hosting and management; claims processing; fund management and distribution; and preparation
23 of reports describing notice programs and claims processing.

24 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
25 for this action and to date has provided the following services for the above-captioned action:

26 a. Develop and execute a notice program targeting potential Settlement Class members,
27
28

as defined in the Class Action Settlement Agreement (the “Settlement Agreement”):

- i. Settlement Class Member Definition: all non-exempt employees who worked for Full Package Delivery, LLC in California from December 2, 2020 up to March 2, 2023.

5. In regard to the notice program, CAC implemented the following notice plan:

- a. Direct notice by first-class mail to all Settlement Class members whose names and addresses were provided by Defendant.

6. To provide direct and timely notice by first-class mail, CAC performed the following:

- a. On March 8, 2023, CAC received from Defendant an electronic list of two hundred eighty-eight (288) names and addresses of persons identified as potential Settlement Class members as defined in Paragraph 4 above (the “Settlement Class Member List”). The Settlement Class Member List was updated using the National Change of Address system (NCOA), which updates the addresses for all persons who had moved in the previous four years and who had filed a change of address with the U.S. Postal Service;
- b. On March 21, 2023, the Notice of Class Action Settlement (the “Notice”) was printed, personalized, and inserted into a #10 window envelope (the “Notice Packet”). The template of the Notice is attached hereto as Exhibit “1”;

7. In support of the direct mail Notice Packet, CAC had regular phone communications with Class Members calling CAC. In general, the purpose of these communications was to:

- a. Transcribe and fulfill the Notice Packet as requested; and
- b. Answer Settlement Class member questions about the Notice Packet.

8. As of the date of this Declaration, one (1) Notice Packet was returned to CAC by the U.S. Postal Service with a forwarding address. The Settlement Class Member List was subsequently updated with the new address and a Notice Packet was re-mailed to said Settlement

1 Class member at the new address.

2 9. As of the date of this Declaration, thirty-seven (37) Notice Packets have been returned
3 to CAC by the U.S. Postal Service without forwarding addresses. For these Notice Packets, an
4 address search was completed resulting in thirty-three (33) new addresses. I caused the Settlement
5 Class Member List to be updated with the new addresses from the address search results and a
6 Notice Packet to be re-mailed to said Settlement Class members at each of these new addresses.
7 Additionally, through phone correspondence or other correspondence, CAC continued to make a
8 good faith effort to re-mail RFND mail leaving only four (4) Notice Packets that remain classified
9 as undeliverable after various attempts to locate the current address for said Settlement Class
10 members.
11

12 10. There is no claim form requirement in this case, so all individuals are included in the
13 recovery and payment unless they file a Request for Exclusion.
14

15 11. As of the date of this Declaration, CAC has received one (1) Request for Exclusion.

16 12. As of the date of this Declaration, CAC has received no (0) objections.

17 13. Accordingly, there are two hundred eighty-seven (287) total participating Class
18 Members

19 14. It is my opinion that the above-described notice program and the Notice Packet are
20 adequate and reasonable under the circumstances. They are consistent with standards previously
21 employed by CAC in notification programs designed to reach known members of settlement groups
22 or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant
23 with the notice requirements established by California law, as well as the parties' Settlement
24 Agreement and the prior Order of this Court.
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15. Finally, if the settlement is finally approved by the Court, CAC will make all payment distributions from funds provided by Defendants in accordance with terms of the Settlement Agreement or as is otherwise ordered by the Court.

16. Currently, the average recovery for each participating class member is \$464.64. The highest recovery for any participating class member is \$2,553.15. The lowest recovery for any participating class member is \$2.81.

17. CAC's costs associated with the administration of this matter are \$6,960.34. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of August, 2023.

Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Class Action Settlement

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

KASHU XOLA, Individually, and on behalf of other members of the general public similarly situated, Plaintiff, vs. FULL PACKAGE DELIVERY, LLC, a California Limited Liability Company; AMAZON LOGISTICS, INC., a Delaware Corporation; and DOES 1-10, inclusive, Defendants.	CASE No. 37-2022-0006720-CU-OE-CTL JUDGE: Honorable Matthew C. Braner DEPARTMENT: C-60 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Kashu Xola v. Full Package Delivery, LLC, et al.*, Case No. 37-2022-0006720-CU-OE-CTL (the “Action”) which has been preliminarily approved by the Court as fair, reasonable, and adequate (the “Settlement”).

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of Full Package Delivery, LLC (“FPD”), indicate that you were employed by FPD as a non-exempt employee in California during the time period of February 22, 2018, to March 2, 2023 (the “Settlement Class”). As a result, **you are eligible to receive a portion of the Settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.**

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On February 22, 2022, a former FPD employee in California filed a lawsuit in which he alleged violations of California wage-and-hour laws on a class action and representative basis as to FPD’s former non-exempt employees in California. Allegations were also made against Defendant Amazon Logistics, Inc. (“Amazon”) based on Plaintiff’s theory that Amazon was also an employer of FPD’s nonexempt employees. Amazon and FPD are collectively referred to as Defendants.

The Action alleges that the Settlement Class was not paid regular, minimum, off the clock, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Wage Orders and not paid premium pay for the same; was not reimbursed for necessary business-related expenses; and, was not provided accurate wage statements with the information specified in the California Labor Code. The Action also alleges violations under the California Business and Professions Code §§ 17200 et seq. based on the foregoing state law claims. The

Action also seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2699 et seq.

The individual who is suing the Defendants is referred to in this document as "Plaintiff." Plaintiff's attorneys, Sullivan & Yaeckel Law Group, APC, have been litigating the Action in State Court prior to this Settlement. The Court has determined that Sullivan & Yaeckel Law Group may represent the Settlement Class ("Class Counsel").

Defendants claim that the members of the Settlement Class have been paid all monies that were due to them, maintain that they complied with California's wage-and-hour laws, and deny any wrongdoing.

The Court has not ruled on whether Plaintiffs' allegations have any merit. However, in order to avoid the time, inconvenience, expense, and disruption of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a Settlement whereby Defendants have agreed to pay up to **\$287,290.00** to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by FPD or Amazon of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who were employed by and worked for FPD as a non-exempt employee in California at any time during the time period of February 22, 2018, to March 2, 2023 (the "Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed Settlement, the following will occur if the Settlement is given final approval by the Court and provides:

A. Defendants will pay up to **Two Hundred Eighty Seven Thousand Two Hundred Ninety Dollars** (\$287,290.00) in full satisfaction of the claims of all Class Members in the Action in exchange for a release of the same.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the \$287,290.00: (1) Class Counsel's attorneys' fees, up to thirty three and one-third of the Settlement amount (or \$95,763.33); (2) Plaintiff's costs of litigation, up to the amount of \$12,000.00; (3) The expenses of administering the Settlement, which are estimated to be \$10,000.00; (4) A Class Representative Enhancement Payment to Plaintiff of up to \$20,000.00 for the Plaintiff's role in pursuing the litigation (and for a separate and broader release of claims); and (5) A payment of \$18,750.00 to the California Labor & Workforce Development Agency, representing 75% of the \$25,000.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA (the "LWDA Payment"); the remaining \$6,250 of the LWDA Payment will be paid to those non-exempt employees who worked for FPD from December 2, 2020 to March 2, 2023 ("Aggrieved Employees"). The remainder of the Settlement amount (the "Net Settlement Amount") will be paid to the Class Members in settlement of their individual claims.

C. The Net Settlement Amount will be divided among all Class Members based on the number of weekly pay periods worked for FPD in California by each Class Member in the Class Period. That is, the Net Settlement Amount will be divided by the number of weekly pay periods worked by all Class Members during the Class Period to produce a "Pay Period Value." If you do not opt out of, e.g. request exclusion from, the Settlement, you will be eligible to receive a payment in the amount of the total number of weekly pay periods you worked for FPD during the Class Period multiplied by the Pay Period Value, less applicable withholdings.

D. According to FPD's records, you worked as a non-exempt employee for FPD in the State of California for approximately <PayPeriods> pay periods during the Class Period.

According to FPD's records, you worked as a non-exempt employee for FPD in the State of California for approximately <PAGAPeriods> pay periods during the PAGA Period, which runs from December 2, 2020, through March 2, 2023.

Your portion of the Net Settlement Amount will be based on the above information. If you believe the information above is incorrect, you may dispute this information by mailing a written dispute to the Settlement Administrator at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. Your dispute must include: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of weekly pay periods you contend is correct; and (c) any evidence supporting your contention. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each weekly pay period for purposes of calculating the portion of the Net Settlement Amount of each Class Member is approximately: \$19.37. The estimated value of each weekly pay period for purposes of calculating the portion of the LWDA Payment of each Aggrieved Employee is approximately: \$2.01. Your portion of the Net Settlement Amount and LWDA Payment will be calculated by multiplying these amounts by the weekly pay periods you worked for FPD during the Class Period and PAGA Period (if applicable). Your estimated Settlement amount is <Payment>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

E. If the Court grants final approval of the Settlement and you do not opt out of, e.g. request exclusion from, the Settlement, then you and your heirs, agents, representatives, successors, assigns and estates, will fully, finally and forever release and discharge Defendants Full Package Delivery, LLC and Amazon Logistics, Inc., and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and any other individual or entity which could be liable (the "Released Parties"), from any and all causes of action, claims, demands, rights, and liability, alleged or that could have been alleged in the operative complaint filed in the Action based on the facts and allegations alleged therein including claims for violations of the California Labor Code and any other local, state, or federal law, statute, regulation or ordinance, including the Fair Labor Standards Act, through the Class Period. This release specifically includes claims for any wages, statutory penalties, civil penalties, liquidated damages, interest, restitution, attorneys' fees or costs for the claims alleged in the operative complaint filed in the Action including but not limited to claims for failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to pay all wages due to discharged or quitting employees, failure to reimburse for necessary business expenses, failure to provide accurate itemized wage statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq.; and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs for the time period from February 22, 2018 up to and including the last date of the Class Period. You will be barred from prosecuting any of the above claims against any of the above Released Parties.

In addition, if you are an Aggrieved Employee, you and your heirs, agents, representatives, successors, assigns and estates, will fully, finally and forever release and discharge the Released Parties from any and all causes of action, claims, demands, rights, and liability arising from, based on, or for any

claim for civil penalties under PAGA, Labor Code section 2698 *et seq.*, alleged or that could have been alleged in the original complaint or the operative complaint filed in the Action as well as any alleged violations asserted in the notices submitted to the LWDA by Class Counsel on December 2 and 15, 2021 and November 23, 2022 for the PAGA Period of December 2, 2020 through March 2, 2023.

F. Please Note: Class Members may choose to request exclusion or "opt-out" of the Settlement Class under such procedures specified herein. Any Class Member who opt-outs of the Settlement Class will not receive a portion of the Net Settlement Amount. However, you may not opt-out of the portion of the Settlement relating to the Settlement and release of claims under PAGA. If you are an Aggrieved Employee, even if you opt-out of the Settlement Class, you will still receive your portion of the LWDA Payment. You will be bound by the Settlement and the above release of claims for civil penalties under PAGA, whether or not you cash the check for your portion of the LWDA Payment. Class Members who opt-out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$287,290.00 settlement and be bound by the release of all claims described above.* You do not need to do anything to receive your portion of the Net Settlement Amount or LWDA Payment. Settlement payments will be paid by check and mailed only if, and after, the Settlement is given final approval by the Court. The check(s) will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; *or*

B. *You may "opt-out" of, i.e. request to exclude yourself from, the Settlement, in which case you will not receive your share of the Net Settlement Amount and you will not be bound by the Settlement, other than as described above.* To be excluded, you must timely mail a written Request for Exclusion to the Settlement Administrator that includes (a) the Action's name and number; (b) your full name, address, telephone number, and the last four digits of your Social Security number; (c) a clear statement that you do not wish to be included in the Settlement; and (d) your signature. The Request for Exclusion must be returned by U.S. mail to the Settlement Administrator at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344 and be postmarked on or before April 20, 2023; *or*

C. *You may object to the settlement.* The procedures for objecting to the Settlement are described below in Section VIII of this form. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Request for Exclusion will govern and the Notice of Objection will not be considered.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the Settlement and will issue you a check.

B. Fifty percent (50%) of your share of the Net Settlement Amount will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining fifty percent (50%). No tax deductions will be made from your share of the LWDA Payment, if applicable. You will be given IRS tax forms for these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the Settlement. Nothing in this Notice of Class Action Settlement is intended to be tax advice. You should consult your tax advisor regarding any tax issues related to this Settlement.

C. It is important for the Settlement Administrator to have your current address in order to be able to send you other mailings regarding the Action and Settlement. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the Settlement.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on September 8, 2023, at 9:00 a.m., in Department C-90 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Settlement Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: <https://www.sdcourt.ca.gov/virtualhearings>.

You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may submit a written Notice of Objection that includes: (a) the Action's name and number; (b) your full name, signature, address, telephone number and the last four digits of your Social Security number; (c) a written statement of all grounds for your objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; (e) the identity of your counsel, if you are represented by counsel; and (f) whether the you wish to be heard at the final fairness hearing. The written Notice of Objection must be mailed to the Settlement Administrator at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344 and postmarked on or before April 20, 2023 (30 calendar days after mailing of this Notice). However, you do not lose the right to object to this Settlement if you do not timely submit a written Notice of Objection that does not fully comply with the procedures set forth in this notice. You also have the option of appearing at the Final Approval hearing to object to the Settlement in person. The Court will rule on all objections at the Final Approval Hearing.

If you submit an Objection and the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who did not object.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information, you may view a complete copy of the Settlement Agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2022-0006720-CU-OE-CTL. The pleadings and all other records in the Action may be examined by inspecting the Court file in the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the Settlement Agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions."

If you have any questions, you can call the Settlement Administrator at (866) 602-2260 or Class Counsel (see below for phone numbers.)

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PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT.
