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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

YI SONG, XIANGYANG JI, and JIAN PAN,

Plaintiffs,

on behalf of themselves, other similarly-situated
employees, and the State of California,

vs.

WEEE! LOGISTICS. INC. & WEEE! INC.,

Defendants.

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Case No. 23CV029846

**JOINT STIPULATION OF CLASS
SETTLEMENT AND RELEASE**

ASSIGNED FOR ALL PURPOSES TO
HON. NOËL WISE, DEPT. 21

1. Subject to the terms and conditions hereof and approval by the Superior Court of California for the County of Alameda (the “Court”), this Stipulation of Settlement and Release (“Settlement Agreement,” “Settlement,” or “Agreement”) is made and entered into by and between Class Representatives Yi Song, Xiangyang Ji, and Jian Pan (collectively “Plaintiffs”) and Defendants Weee! Logistics Inc. and Weee! Inc. (collectively, “Defendants” or “Weee!”).

DEFINITIONS

2. The terms described below shall have the meanings defined in this Section wherever used in this Settlement Agreement and in all of its exhibits, including the Notice of Class Action Settlement (“Notice” or “Class Notice”, attached hereto as **Exhibit A**).

3. The “Lawsuit” means the above captioned civil action.

A. Party and Counsel Definitions

4. When referred to individually, Yi Song is referred to as “Plaintiff Song” and/or “Class Representative Song.” Xiangyang Ji is referred to as “Plaintiff Ji” and/or “Class Representative Ji.” Jian Pan is referred to as “Plaintiff Pan” and/or “Class Representative Pan.”

5. The Plaintiffs and the Defendants are collectively referred to herein as the “Settling Parties.”

6. “Class Counsel” means Sanford Heisler Sharp, LLP.

7. “Defendants’ Counsel” means Littler Mendelson, P.C.

8. “Parties’ Counsel” means Class Counsel and Defendants’ Counsel.

B. Settlement Class Definitions

9. The “Class” is defined as: “all individuals who worked at the Company as delivery drivers, including those designated as both independent contractors and employees, in the state of California at any point during the Class Period.” However, the “Class” does not include individuals who opt out of the Settlement following provision of class notice. To identify the Class, Weee! will consult its own records, the records of Freedom Steed Logistics, if any, presently within Weee!’s possession or obtainable through a reasonable inquiry; and the records of RicePo that are within Weee!’s possession or control, if any.

10. The “Class Period” is from March 4, 2018 through February 6, 2024.

1 11. Members of the Class are referred to herein as “Class Members.”

2 12. The “PAGA Class” is defined as: “all individuals who worked at the Company as
3 delivery drivers, including those designated as both independent contractors and employees, in the
4 state of California at any point during the PAGA Period.”

5 13. The “PAGA Period” is from March 10, 2021 through February 6, 2024.

6 **C. Release Definitions**

7 14. “Released Parties” means: (a) Defendants, their subsidiaries, officers, directors,
8 members, owners, shareholders, agents, assigns, affiliates, predecessors, successors, parent
9 companies and organizations, insurers, and any and all other persons, firms, and corporations in
10 which Defendants may have an interest; and (b) Freedom Steed Logistics, its subsidiaries, officers,
11 directors, members, owners, shareholders, agents, assigns, affiliates, predecessors, successors,
12 parent companies and organizations and insurers.

13 15. “Released Class Claims” means all class claims, charges, complaints, liens,
14 demands, causes of action, obligations, damages and liabilities arising at any point during the Class
15 Period that were asserted in this lawsuit, or that are based on any of the facts, circumstances,
16 transactions, events, occurrences, acts, or omissions alleged in the Lawsuit’s Operative Amended
17 Complaint. Specifically, the class settlement includes class claims arising from the factual
18 allegations and circumstances set forth in the Amended Complaint—that Weee! took unlawful
19 deductions from drivers’ tips; misclassified certain drivers as independent contractors; failed to
20 provide compliant meal periods to drivers, to pay statutory premiums for missed meal breaks, or
21 to pay drivers for work performed while they were clocked out for meal breaks; required drivers
22 to perform non-driving tasks without adequate compensation; failed to adequately compensate
23 drivers for work performed during “training” periods; deducted from the wages of certain
24 independent contractor drivers under the guise of a “management fee”; promulgated unlawful
25 confidentiality policies that purported to prevent them from disclosing their wages and working
26 conditions; and failed to furnish a safe and healthful working environment in the manner alleged
27 in the Amended Complaint; as well as derivative allegations that, as a result of these alleged
28 violations, Weee! failed to provide drivers with accurate wage statements, failed to timely pay

1 drivers all compensation due at the time of their departure or separation from the Company, and
2 engaged in unfair competition. The Released Class Claims include alleged violations of the
3 following statutes and wage orders: Cal. Lab. Code §§ 142.3, 201, 202, 203, 204, 221, 223, 226,
4 226.2, 226.7, 226.8, 351, 510, 512, 1174, 1197, 1198, 2802, 6400, 6403; and Cal. Bus. & Prof.
5 Code § 17200, *et seq.*) in so far as based on the facts and allegations described above.

6 16. “Released PAGA Claims” means all claims for statutory penalties under the
7 California Private Attorney Generals Act (“PAGA”), Cal. Labor Code § 2699, arising at any point
8 during the PAGA Period that were asserted in Plaintiffs’ LWDA notices or in the Lawsuit’s
9 Operative Amended Complaint. Specifically, the PAGA settlement includes PAGA claims arising
10 from the predicate factual allegations and circumstances, including alleged Labor Code violations,
11 set forth in the Amended Complaint— that Weee! took unlawful deductions from drivers’ tips;
12 misclassified certain drivers as independent contractors; failed to provide compliant meal periods
13 to drivers, to pay statutory premiums for missed meal breaks, or to pay drivers for work performed
14 while they were clocked out for meal breaks; required drivers to perform non-driving tasks without
15 adequate compensation; failed to adequately compensate drivers for work performed during
16 “training” periods; deducted from the wages of certain independent contractor drivers under the
17 guise of a “management fee”; promulgated unlawful confidentiality policies that purported to
18 prevent them from disclosing their wages and working conditions; and failed to furnish a safe and
19 healthful working environment in the manner alleged in the Amended Complaint; as well as
20 derivative allegations that, as a result of these alleged violations, Weee! failed to provide drivers
21 with accurate wage statements, failed to timely pay drivers all compensation due at the time of their
22 departure or separation from the Company. The Released PAGA Claims include claims for
23 penalties for alleged violations of the following statutes and wage orders: Cal. Lab. Code §§ 142.3,
24 201, 202, 203, 204, 221, 223, 226, 226.2, 226.7, 226.8, 351, 510, 512, 1174, 1197, 1198, 2802,
25 6400, and 6403 in so far as based on the facts and allegations described above. In addition, as to
26 Plaintiffs Song and Ji, the Released PAGA Claims include claims for penalties for alleged
27 violations of Cal. Lab. Code §§ 98.6, 232, 232.5 and 1102.5.

28 17. Notwithstanding these provisions, and for purposes of clarification, Class Members

are not waiving (i) claims that cannot be waived as a matter of law; (ii) claims for unemployment, disability and/or paid family leave insurance benefits, or workers' compensation benefits; and (iii) claims arising from any wrongful act or omission occurring outside of the Class Period or PAGA period, respectively.

18. The release of retaliation-related PAGA claims is limited to Plaintiffs Song and Ji because retaliation is a highly individualized issue and the Parties therefore agree that it would be inappropriate to resolve any PAGA retaliation claim on a representative basis. Further, given the status of the litigation and discovery in this matter, Plaintiffs have not developed specific, admissible evidence of retaliation against individual drivers other than Song and Ji.

19. For purposes of clarification, as set forth below, as part of this Class and PAGA settlement, Plaintiffs Song and Ji do not release their individual (non-PAGA) claims for retaliation, wrongful termination, and associated damages under California Labor Code §§ 98.6, 232(c), 232.5(c), and 1102.5, and in violation of the public policies expressed therein.

D. Procedural Definitions

20. "Preliminary Approval" or the "Preliminary Approval Order(s)" means the Orders(s) entered by the Court preliminarily approving the terms of the Settlement Agreement, certifying the Class for the purposes of this Settlement Agreement, directing the mailing of the Notice to the Class, and scheduling a final hearing on whether the Settlement is fair, reasonable, and adequate (the "Final Approval Hearing").

21. "Preliminary Approval Date" means the date of entry of the Preliminary Approval Order.

22. "Final Approval" or the "Final Approval Order(s)" means the Order(s) entered by the Court granting final approval of the terms of the Settlement Agreement, granting final certification of the Class for settlement purposes, ordering that all Class Members who have not opted out are bound by the Settlement Agreement, including its release provisions, and granting final judgment on the claims alleged on behalf of the Plaintiffs and Class in the Lawsuit.

23. "Effective Date" means the first day after all of the following events have occurred: (1) the Court enters a Final Approval Order and Judgment on that Order; and (2) the Judgment is

1 final. The Judgment is final: (a) when the period for filing any appeal, writ or other appellate
2 proceeding opposing the settlement has elapsed without any appeal, writ or other appellate
3 proceeding having been filed; or (b) when any appeal, writ or other appellate proceeding has upheld
4 the Court's Final Approval Order and Judgment with no right to pursue further remedies or relief.

5 **E. Settlement Administration Definitions**

6 24. "Settlement Administrator" means CPT Group.

7 25. "LWDA Payment" means the payment to the California Labor and Workforce
8 Development Agency under PAGA.

9 **BACKGROUND**

10 26. On March 11, 2022, Plaintiff Song and Plaintiff Ji filed their initial Notice with the
11 LWDA, which includes Labor Code and OSHA violations.

12 27. On June 21, 2022, Plaintiffs filed their Amended Notice with the LWDA, which
13 includes additional Labor Code violations.

14 28. On March 23, 2023, Plaintiff Song and Plaintiff Ji filed a class action complaint
15 against Weee! in the Superior Court of California for the County of Alameda on behalf of
16 themselves, a proposed class, and other aggrieved employees pursuant to the California Private
17 Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.* Weee! filed an Answer on June 30,
18 2023. On August 25, 2023, Plaintiff Song and Plaintiff Ji filed a Motion for Leave to File Amended
19 Complaint. The Amended Complaint includes Jian Pan as an additional Plaintiff and Class
20 Representative for a subclass of delivery drivers allegedly misclassified as independent contractors
21 while adding additional allegations that Plaintiffs have learned since filing the original Complaint
22 in March 2023. The Parties have premised their negotiations and this Settlement on the allegations
23 of the Amended Complaint.

24 29. The Amended Complaint alleges that Weee! failed to provide employees their full
25 compensation by unlawfully deducting from their tips, failed to provide adequate meal periods or
26 to pay premiums for missed breaks, failed to pay wages for hours worked during unpaid meal
27 periods including minimum wage for those hours as well as time-and-a-half compensation for any
28 resulting overtime hours, failed to pay wages for time worked during purported "training" including

1 minimum wage for those hours as well as time-and-a-half compensation for any resulting overtime
2 hours, failed to pay wages for time worked on non-delivery tasks including minimum wage for
3 those hours as well as time-and-a-half compensation for any resulting overtime hours, failed to
4 provide accurate wage statements and maintain accurate payroll records as a result of the
5 Company's unlawful tip deduction and failure to pay all wages and overtime compensation due,
6 failed to pay wages due upon employees' separation from the Company, misclassified certain
7 delivery drivers as independent contractors, took unlawful deductions from those drivers' wages
8 under the pretense of a "management fee", violated health and safety regulations essential to
9 maintaining a sound working environment, imposed confidentiality requirements regarding
10 compensation and working conditions as a condition of employment, disciplined, penalized and
11 otherwise discriminated against employees for breaching those confidentiality requirements, and
12 engaged in unlawful retaliation against Plaintiff Song, Plaintiff Ji, and other similarly aggrieved
13 employees who raised reports and complaints of unlawful practices. Plaintiffs also asserted
14 derivative claims for violation of the California Unfair Competition Law, Bus. & Prof's Code
15 §17200 et seq. and the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 et seq.,
16 based substantially on facts and theories supporting their other claims.

17 30. In April 2022, Plaintiffs requested documents from Defendants necessary for
18 mediation discussion and review. In advance of the parties' mediations, Defendants informally
19 produced extensive materials that informed the parties' settlement negotiations.

20 31. On April 28, 2023, Plaintiffs filed their Second Amended Notice with the LWDA,
21 which includes additional Labor Code violations.

22 32. The parties conducted a private mediation on June 9, 2023 with Tripper Ortman
23 which was unsuccessful.

24 33. Parties' Counsel continued their discussions and negotiations regarding the claims,
25 discovery, the scope of the class, and the terms of mediation.

26 34. Plaintiffs issued their first set of formal discovery requests on July 11, 2023.

27 35. Plaintiffs filed their Third Amended Notice with the LWDA on August 14, 2023,
28 which includes Plaintiff Pan and additional Labor Code violations.

36. On August 15, 2023, the Court issued an order deeming the case complex and issued a stay.

37. On August 24, 2023, the Court issued a Tentative Ruling, lifting the stay and continuing the Case Management Conference.

38. On August 25, 2023, Defendants filed a Peremptory Challenge Pursuant to Code of Civil Procedure Section 170.6 to disqualify Judge Brad Seligman. On the same day, the Court granted the Motion and reassigned this case to Department 21 and Judge Evelio Grillo.

39. On August 25, 2023, Plaintiffs filed a Motion for Leave to File an Amended Complaint.

40. The Settling Parties engaged in extensive informal discovery for the purpose of mediation. Defendants produced a list of independent contractors, a list of full-time delivery drivers, timekeeping records, wage records, and policy documents.

41. The Settling Parties analyzed the exchanged discovery and data to assess potential liability and damages, as well as the strength of Plaintiffs' claims and likelihood of success on motions for class certification and summary judgment.

42. On October 31, 2023, the Settling Parties engaged in a second full day of mediation with Tripper Ortman. The Settling Parties prepared and exchanged detailed mediation statements and damages analyses in anticipation of and during the mediation.

43. On or around November 8, 2023, the Settling Parties reached an agreement in principle to settle the class and PAGA claims for Four Million Nine Hundred Thousand Dollars (\$4,900,000), subject to Court approval.

44. Over the following five months, the Settling Parties engaged in further negotiations regarding the principal terms of the class settlement, resulting in a Memorandum of Understanding which was executed by the Settling Parties on April 16, 2024.

45. The Settling Parties subsequently negotiated this Settlement Agreement which will be submitted to the Court for preliminary and final approval.

PRELIMINARY STATEMENT

46. After extensive discovery, analysis, and deliberation, the Settling Parties are of the

1 opinion that the settlement described in this Settlement Agreement is fair, reasonable, and adequate.

2 47. The Settling Parties and their Counsel recognize that, in the absence of an approved
3 settlement, they would face a long litigation course, including extensive discovery, motions for
4 class certification, motions for summary judgment, and trial and appellate proceedings that would
5 consume time and resources, and present each of them with ongoing litigation risks and
6 uncertainties. The Settling Parties wish to avoid these risks and uncertainties, as well as the
7 consumption of time and resources, through settlement pursuant to the terms and conditions of this
8 Settlement Agreement.

9 48. While Plaintiffs believe that the Lawsuit is meritorious, Defendants deny any
10 liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Lawsuit,
11 and further deny that, for any purpose other than settling the Released Claims, the action is
12 appropriate for class and other representative treatment.

13 49. Despite Defendants' belief that they are not liable for any of the Released Claims
14 asserted in the Lawsuit and that Defendants have good defenses to those claims, Defendants enter
15 into this Settlement Agreement as a means of fully resolving all Released Claims, and to avoid: (i)
16 the further expense, inconvenience and burden of defending against the Released Claims; (ii) the
17 distraction and diversion of their personnel and resources; and (iii) the risk and uncertainty of the
18 outcome inherent in any litigation.

19 50. Class Counsel investigated the class allegations and defenses in the Lawsuit,
20 communicated with numerous Class Members, reviewed thousands of documents, and performed
21 a thorough study of the law and facts relating to the claims asserted in the Lawsuit. Based on their
22 investigation and analysis, and taking into account the contested issues, the expense and time
23 necessary to pursue the action through further litigation and possible appeals, the risks of further
24 prosecution of the claims, the uncertainties of the complex litigation, and the substantial benefits
25 to the Class Members, Class Counsel strongly believes a settlement with Defendants on the terms
26 set forth herein is fair, reasonable, adequate, and in the best interests of the Class.

27 51. Likewise, Plaintiffs have weighed the advantages and risks in prosecuting the
28 claims in the Lawsuit, considered the substantial benefits and prompt relief received by Class

1 Members under the Settlement Agreement, and concluded that the Settlement Agreement is in the
2 best interests of the Class. Accordingly, on behalf of themselves and the Class, Plaintiffs have
3 agreed to settle the Released Claims on the terms set forth herein.

4 52. It is the intention of the Settling Parties that this Settlement Agreement shall
5 constitute a full and complete settlement and release of the Released Class Claims for all Class
6 Members . It is the intention of the Settling Parties that this Settlement Agreement shall constitute
7 a full and complete settlement and release of the Released PAGA Claims for all members of the
8 PAGA Class.

9 **AMENDMENT OF COMPLAINT**

10 53. Plaintiffs filed a Motion for Leave to File an Amended Complaint on August 25,
11 2023, which added Jian Pan as an additional Plaintiff and Class Representative. Plaintiff Pan was
12 designated as an independent contractor whose wages were paid on an IRS Form 1099 and
13 represents a subclass of drivers who were designated as independent contractors and pursue
14 misclassification claims. The Amended Complaint also includes additional allegations regarding
15 Weee!’s failure to pay wages, minimum wage, and appropriate overtime wages for all time worked.
16 The parties seek to resolve the claims described in the Amended Complaint through this settlement.
17 Accordingly, Plaintiffs will seek leave to file the Amended Complaint in connection with
18 preliminary settlement approval. Defendants consent to the filing of the Amended Complaint.

19 **CERTIFICATION OF THE CLASS ACTION**

20 54. Solely for purposes of settling the Lawsuit, the Settling Parties conditionally
21 stipulate and agree that the requisites for establishing class certification with respect to the Class
22 have been met, and, therefore, for purposes of effectuating this Settlement Agreement, the Settling
23 Parties stipulate to class certification.

24 55. Upon execution of this Settlement Agreement and in connection with seeking
25 preliminary settlement approval, Class Counsel will move to certify the Settlement Class.

26 56. Nothing in this Settlement Agreement shall be construed as an admission or
27 acknowledgment of liability, of any kind, or that any class should be certified in this Lawsuit or in
28 any other action or proceeding.

1 **GROSS SETTLEMENT AMOUNT AND QUALIFIED SETTLEMENT FUND**

2 57. Defendants shall pay the total amount of Four Million Nine Hundred Thousand
3 Dollars (\$4,900,000) (the “Gross Settlement Amount”) to settle and satisfy the Released Claims.
4 This settlement is non-reversionary.

5 58. By no later than ten calendar days after the Effective Date, Defendants shall provide
6 to the Settlement Administrator the Gross Settlement Amount.

7 59. The Settlement Administrator shall establish a settlement fund that meets the
8 requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

9 **MONETARY AWARDS TO CLASS MEMBERS**

10 60. The Net Settlement Amount shall be calculated by deducting from the Gross
11 Settlement Amount (i) a PAGA allocation, of which 75% will be paid to the LWDA and 25% will
12 be paid to the Aggrieved Employees pro rata in accordance with their individual settlement awards;
13 (ii) Class Counsel’s attorneys’ fees and costs; (iii) settlement expenses, including Settlement
14 Administrator expenses; and (iv) Court-approved Service Awards, as set forth below.

15 A. Class Settlement Payments

16 61. Settlement checks will be issued to all Class Members and PAGA Class Members
17 for whom Defendants have contact and tax identification information and to those Class Members
18 and PAGA Class Members who self-identity following class notice in the manner provided in this
19 agreement.

20 62. Payments to the Class Members will be paid out of the Net Settlement Amount as
21 set forth herein. (The payments described herein are referred to as “Class Settlement Payments”)
22 The Class Settlement Payments shall be calculated as follows:

23 63. The Settlement Administrator will determine each Class Member’s Class
24 Settlement Payment on a pro rata basis based on the Class Member’s number of workweeks worked
25 during the Class Period compared to the total number of workweeks worked by the Class as whole.

26 64. Each Class Member’s Class Settlement Payment will be combined with that Class
27 Member’s individual share of the PAGA allocation to determine the total payment to be made to
28 the Class Member.

65. The Settlement Administrator shall mail all settlement payments to the Class Members within ten (10) calendar days of the later of: (a) the Effective Date; or (b) the date on which the Administrator receives the Gross Settlement Amount from Defendants. The face of each check sent to Class Members shall clearly state that the check must be cashed or deposited within one hundred eighty (180) calendar days. All settlement payments distributed by the Settlement Administrator will be accompanied by a cover letter stating words in bold to the effect that “the check must be cashed or deposited within one hundred eighty (180) days or it will become void.”

66. Like with the Class Notice Process (*see* Section XIII(A) below), if a check is returned undeliverable to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to locate the Class Member’s correct address. If a Class Member’s check is not cashed or deposited within one hundred twenty (120) calendar days following the date of mailing of said check following mailing of said check, the Settlement Administrator will send the Class Member a letter or a postcard informing him or her that unless the check is cashed or deposited within the remaining sixty (60) calendar days, it will expire and become non-negotiable, and offer to replace the uncashed check if it was lost or misplaced.

B. Missing Class Members

67. Settlement Class Members for whom the Company is lacking tax identification and contact information (“Missing Class Members”) and who receive notice solely by Publication Notice (*see* Section XII(A) below) or word of mouth shall be required to provide their contact information, Social Security Number, and proof sufficient to show they were employed by Weee!, Freedom Steed Logistics, or RicePo during the Class Period or PAGA Period (*e.g.*, a wage statement, other employment-related document, or attestation of employment) to the Settlement Administrator in order to receive a payment. The attestation form attached as **Exhibit B** to this Settlement Agreement will be included in the publication notice described below and posted on a settlement website and be sufficient proof of a Missing Class Member’s status as a current or former Weee! delivery driver during the class period. However, the form is provided solely for the convenience of Missing Class Members and is not required if the Class Member submits similar information in a different format or another type of sufficient proof under this Agreement.

1 68. The pro rata share of the Net Settlement that was initially allocated to Missing Class
2 Members who did not subsequently qualify for issuance of a settlement payment shall be used to
3 increase the PAGA allocation. Missing Class Members who do not establish their entitlement to a
4 settlement payment in the manner specified here shall not receive a settlement check.

5 69. For purposes of clarity, when calculating the initial estimate of Individual
6 Settlement Payments to be included in the initial notice sent to Settlement Class Members, the
7 Settlement Administrator shall calculate the Net Settlement Amount by allocating \$300,000 to the
8 PAGA allocation and by assuming that all Missing Class Members will be located. Then, the
9 Settlement Administrator will assign estimated settlement shares that go unclaimed by Missing
10 Class Members to the PAGA allocation. If, for example, the estimated Individual Settlement
11 Payments for any Missing Class Members who do not ultimately qualify for issuance of a
12 settlement payment amount to \$200,000, the Settlement Administrator shall apply a PAGA
13 allocation of \$500,000 (75% of which will go to the LWDA and 25% of which shall go to those
14 PAGA Class Members on a pro rata basis, as specified herein). The Settlement Administrator
15 should then calculate and distribute Individual Settlement Payments to participating Class
16 Members and PAGA Class Members.

17 C. Uncashed Checks

18 70. If any Class Member fails to cash or deposit his/her Class Settlement Payment
19 within one hundred eighty (180) calendar days following the date of mailing of said check, that
20 check will be void ("Payment Void Date"). Any failure of a Class Member who does not opt out
21 of the settlement to receive or deposit a check following issuance of settlement notice as approved
22 by the Court shall not affect the enforceability of the release of Released Class and PAGA Claims
23 as to that Class Member.

24 71. Should a Class Member or PAGA Class Member not cash or deposit his/her
25 Settlement Payment(s) by the Payment Void Date, he or she will be deemed to have waived
26 irrevocably any right or claim to such payments. However, this Settlement Agreement, and the
27 Release provisions contained herein, nevertheless will be binding upon him or her.

28 72. Any uncashed checks remaining from the initial distribution to participating Class

Members will be distributed pro rata to the Class Members who cashed their initial distribution checks or to Law Foundation of Silicon Valley and/or Asian Americans Advancing Justice – Asian Law Caucus (pursuant to Cal. Code Civ. P. § 384), depending upon the total amount remaining and whether an additional distribution to the Class Members would be feasible and cost-efficient.

D. Dispute Mechanism

73. If a Class Member wishes to dispute the information on the Notice, the Class Member may so notify the Settlement Administrator and must produce supporting evidence to the Settlement Administrator. Any such dispute and accompanying documentation must be submitted in writing no later than sixty (60) calendar days from the date on which Notice is mailed. Weee! and Class Counsel will review their records and provide information to the Settlement Administrator in response to any such disputed claims. The Parties' Counsel will cooperate in attempting to informally agree upon and resolve any such disputes.

74. The dispute-resolution procedure described in the preceding paragraph will also apply in cases, if any, where a person believes that he or she was mistakenly excluded from the list of Class Members.

E. Tax Treatment of Class Settlement Payments

75. Contingent upon a Class Member cashing or depositing his/her Class Settlement Payment check, the Class Settlement Payment shall be reported as 20% W-2 income for lost wages and 80% Form 1099 income for penalties and other miscellaneous relief. Class Members will indemnify and hold harmless Defendants for any tax liability, including penalties and interest, arising out of or relating to their own failure to pay taxes that they may owe on any amounts paid pursuant to this Settlement Agreement. Weee! is fully responsible for the payment of the employer's share of payroll taxes on the Settlement Payments. Class Members do not indemnify Weee! for any liability arising from its failure to pay the employer's share of payroll taxes.

76. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal or financial advice regarding any federal, state or local tax issue. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and

cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The tax issues for each Class Member are unique to him/her, and each Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this settlement.

F. Final Report on Distribution of Class Settlement Payments

77. No later than thirty (30) calendar days after the NSA Payment Void Date, Class Counsel and the Settlement Administrator shall report to the Court how the Settlement funds have been distributed to Class Members, the total Net Settlement Amount remaining in the QSF (if any), and the status of any unresolved issues. ("Final Report").

LWDA PAYMENT

78. Three Hundred Thousand Dollars (\$300,000) of the GSA is allocated to the resolution of PAGA claims asserted in the Operative Amended Complaint (the "PAGA allocation"). The PAGA allocation is subject to increase pursuant to paragraphs 68 and 69 of this Settlement Agreement. Pursuant to PAGA, the LWDA Payment is 75% of the PAGA allocation, subject to Court approval, and will be paid to the California Labor Workforce Development Agency within ten (10) calendar days of the date on which the Administrator receives the Gross Settlement Amount. The remaining 25% of the PAGA allocation (the "PAGA Settlement Amount") will be distributed to PAGA Class Members on a pro rata basis as part of their individual settlement payments.

NON-MONETARY TERMS OF SETTLEMENT

79. Weee! denies it had any liability in this matter but acknowledges that there is always room for improvement. Weee! has taken Plaintiffs' allegations into consideration and has made those adjustments to its employment practices that it believes will improve the work experience of Weee!'s drivers and/or Weee!'s relationship with them.

SERVICE AWARDS

80. Based upon Plaintiffs' assertion that they expended significant time and effort, made sacrifices on behalf of the Class, provided enormous benefits to the Class, and assumed a tangible risk in coming forward and prosecuting the Lawsuit, Class Counsel will apply for Service

Awards of up to \$50,000 for Plaintiff Song, \$25,000 for Plaintiff Ji, and \$10,000 for Plaintiff Pan. Defendants retain the right to oppose these requests in whole or part.

81. Subject to Final Approval and/or modification by the Court, the Settlement Administrator will pay the Service Awards from the GSA within ten (10) calendar days of the Effective Date. The face of the Service Award checks shall clearly state that the check must be cashed or deposited within one hundred eighty (180) calendar days.

82. The Court-approved Service Awards are in addition to the Class Settlement Payment to which Plaintiffs are entitled pursuant to this Settlement Agreement.

83. Contingent upon Plaintiffs negotiating their Service Awards, the payment shall be reported to the appropriate tax authorities and the Plaintiffs on an IRS Form 1099. Plaintiffs will be responsible for any individual tax liability, penalties, and interest arising from the allocation of the Service Awards. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal or financial advice regarding any federal, state or local tax issue. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The tax issues for the Plaintiffs are unique to them, and they are advised to obtain tax advice from their own tax advisor with respect to any payments resulting from this Settlement.

84. Plaintiffs' application for the Service Awards is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Lawsuit. Any reduction by the Court in the Service Awards will not be a basis for rendering the entire Settlement Agreement voidable or unenforceable. If the Plaintiffs seek less than the maximum amounts provided here or the Court awards less than the amount requested for the Service Awards, the remainder will become part of the Net Settlement Amount.

ATTORNEYS' FEES AND EXPENSES

85. Class Counsel will apply to the Court for an award of attorneys' fees to be paid from the Gross Settlement Amount, which includes fees incurred in the investigation, litigation, and settlement—including seeking Court approval of the Settlement Agreement and administering the

Settlement—of this matter. Defendants do not (and will not) oppose an award of attorneys’ fees for Class Counsel that does not exceed one-third (1/3) of the GSA.

86. A total gross amount, up to a maximum One Million Six Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,633,333.33) (one-third of the GSA), in a specific amount to be determined by the Court, shall be awarded from the Gross Settlement Amount to pay Class Counsel’s attorneys’ fees.

87. Class Counsel will also seek reimbursement of reasonable out-of-pocket expenses incurred by Class Counsel in connection with the Lawsuit, not exceeding Seventy Thousand Dollars (\$70,000). Defendants do not oppose the award of Class Counsel’s reasonable documented expenses. Subject to Court approval, the expenses shall be paid from the Gross Settlement Amount.

88. The Settlement Administrator will pay Court-approved fees and expenses to Class Counsel within ten (10) calendar days of the date on which the Administrator receives the Gross Settlement Amount.

89. Court-approved attorneys’ fees and expenses will be reported to the appropriate tax authorities and Class Counsel via an IRS Form(s) 1099 as non-employee income. Class Counsel shall provide the Settlement Administrator with their taxpayer identification numbers and Forms W-9.

90. Class Counsel’s application for attorneys’ fees is to be considered separately from the Court’s consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Lawsuit. Any reduction by the Court in the attorneys’ fees and costs awarded to Class Counsel will not be a basis for rendering the entire Settlement Agreement voidable or unenforceable. If Class Counsel seeks less than the maximum amount provided here or the Court awards less than the amount requested for the Class Counsel’s attorneys’ fees and expenses, the remainder will become part of the Net Settlement amount.

SETTLEMENT ADMINISTRATION AND COSTS

91. Within fifteen (15) business days of the Preliminary Approval Date, an electronic file containing the following information for each Settlement Class Member shall be provided to the Settlement Administrator, to the extent available:

- 1 1) Full name;
- 2 2) Last known mailing address, email address, and social security number; and
- 3 3) The start and end dates for each period the Settlement Class Member performed
- 4 services for Defendants.

5 92. The information provided to the Settlement Administrator shall be considered
6 confidential, shall be maintained in confidence, shall be used only for the purposes of this
7 Settlement, and shall be shared only for those Administrator employees who need access to the
8 data to effect and perform under this Agreement.

9 93. The Settlement Administrator will be responsible for locating Class Members
10 through all reasonable efforts; mailing the Notice to Class Members in accordance with the Court's
11 Preliminary Approval Order; responding to Class Member inquiries; addressing any disputes
12 relating to the information in the Notice or Class Settlement Payments; addressing any disputes
13 relating to whether any individual was mistakenly excluded from the list of Class Members;
14 overseeing the settlement funds; preparing a declaration regarding its due diligence in the
15 Settlement administration process; calculating the Class Settlement Payments (with the assistance
16 and input of the Settling Parties); distributing the Class Settlement Payments to Class Members;
17 distributing the Court-approved Service Awards; distributing Court-approved attorneys' fees and
18 costs; providing Class Counsel with information sufficient for the Final Report; providing the Class
19 Counsel with any information related to the administration of the settlement upon request; and
20 performing such other duties as the Court or the Settling Parties may jointly direct or as are
21 specified herein.

22 94. The Settlement Administrator will provide regular reports to the Parties' Counsel
23 regarding the status of the mailing of the Notices to Class Members and distribution of Class
24 Settlement Payments.

25 95. The Settling Parties agree to cooperate with the Settlement Administrator, provide
26 accurate information necessary to calculate the Class Settlement Payments, and assist the
27 Settlement Administrator in locating Class Members.

28 96. Class Counsel will also apply to the Court for payment from the Gross Settlement

1 Amount for the Settlement Administrator's fees and costs, which shall not exceed \$55,000.
2 Defendants do not (and will not) oppose such application. The outcome of any proceeding related
3 to Class Counsel's application for the Settlement Administrator's costs shall not terminate this
4 Agreement or otherwise affect the Court's ruling on the motion for judgment and final approval of
5 the Settlement. If Class Counsel seeks less than the maximum amount provided here or the Court
6 awards less than the amount requested for the Settlement Administrator's fees and costs, the
7 remainder will become part of the Net Settlement Amount.

8 **CLASS NOTICE, OBJECTIONS, AND EXCLUSIONS**

9 **A. Distribution of Notice**

10 97. No later than fifteen (15) calendar days after receiving the electronic file referenced
11 in paragraph 91, the Settlement Administrator shall mail the Notice in substantively the form
12 attached hereto as **Exhibit A**, and as approved by the Court, to those Class Members for whom
13 Defendants have provided a mailing address, by United States first class mail, postage prepaid.

14 98. The mailing of the Notices described herein shall be deemed sufficient notice under
15 the law.

16 99. In order to provide the best notice practicable, the Settlement Administrator will run
17 the list of all Class Members through the United States Postal Service's National Change of
18 Address database ("NCOA") before mailing the Notice.

19 100. If an envelope from the mailing of the Notice is returned with forwarding addresses,
20 the Settlement Administrator will re-mail the Notice to the new address within three (3) business
21 days of receiving the returned mail.

22 101. In the event that a Notice is returned to the Settlement Administrator by the United
23 States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is
24 marked "Return to Sender," the Settlement Administrator shall perform an appropriate, customary
25 and lawful database search in an effort to ascertain the current address of the particular Class
26 Member in question (a "skip trace") and, if such an address is ascertained, the Settlement
27 Administrator will re-send the Notice within three (3) business days of receiving the newly
28 ascertained address.

102. A Class Member or Class Counsel may also contact the Settlement Administrator to provide updated address information.

103. If, despite the Settlement Administrator's reasonable efforts, no updated address is obtained, the Notice shall be sent again to the Class Member's last-known address.

104. The Settlement Administrator shall resend the Notice to any Class Member who contacts the Settlement Administrator or Class Counsel and requests that a Notice be re-sent.

105. Any subsequent mailings of a Notice following the original distribution of the Notice as a result of a returned Notice or a Class Member request shall not alter the deadlines to object or opt-out of the Settlement Agreement.

106. The Settlement Administrator will also provide Publication Notice of the Settlement Agreement through a settlement website and web portal, internet advertising, and dissemination over WeChat (including through at least three news media accounts on WeChat), or as otherwise ordered by the Court, in both English and Mandarin Chinese language, not later than ten (10) calendar days after the Administrator receives the electronic file referenced in paragraph 91. Publication via internet and WeChat will include a short-form notice, in the form attached as **Exhibit C**, drafted in English and Mandarin Chinese language, informing potential Class Members of the settlement and directing them to the settlement website where the full notice and attestation form will be posted and available.

107. Such publication notice shall be deemed the best practicable notice and sufficient notice under the law with respect to Missing Class Members.

108. The Settling Parties and the Settlement Administrator agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement Agreement.

B. Exclusion Requests

109. Class Members may exclude themselves (or "opt-out") of the Settlement Agreement by mailing to the Settlement Administrator a signed, written request for exclusion (an "Exclusion Request"), post-marked not more than thirty (30) calendar days after the date on which the Notices were mailed (the "Opt-out Deadline").

1 110. To be valid, an Exclusion Request must clearly identify the Class Member's name
2 and address and be personally signed by the Class Member who seeks to opt-out. Further, the
3 Exclusion Request must also clearly express the Class Member's intent to be excluded from the
4 settlement in this Lawsuit.

5 111. Exclusion Requests that are not signed, do not clearly identify the Class Member's
6 name, address, and/or intent to be excluded from the settlement in this Lawsuit, or that are not
7 submitted on a timely basis shall be deemed null, void, and ineffective, and the Settlement
8 Administrator shall send the Settlement Class Member who submits such a null, void, and
9 ineffective Exclusion Request a written explanation of the insufficiencies. Any Class Member who
10 submits a null, void, and ineffective Exclusion Request may cure the insufficiencies, provided he
11 or she submits a valid Exclusion Request by the Opt-out Deadline.

12 112. Upon receipt of an Exclusion Request, the Settlement Administrator will stamp a
13 received date on the original Exclusion Request, retain the original envelope, and shall serve copies
14 of both the Exclusion Request and envelope it came in on Class Counsel and Defendants' Counsel
15 no later than three (3) business days after receipt thereof.

16 113. A Class Member who submits a valid and timely Exclusion Request shall be
17 permitted to rescind the opt-out by submitting a signed statement withdrawing the Exclusion
18 Request to the Settlement Administrator—who shall provide a copy to Class Counsel and
19 Defendants' Counsel—so as to be actually received not later than five (5) business days prior to
20 the Court's Final Approval Hearing or as otherwise ordered by the Court.

21 114. Class Members who submit valid and timely Exclusion Requests, which they do not
22 timely rescind, will not (i) be eligible to receive any Class Settlement Payment under this
23 Settlement Agreement, or (ii) be bound by the terms of the Class Release. Because there is no way
24 to opt out of the PAGA Settlement, any such individual who is a member of the PAGA Class shall
25 receive a PAGA Class Settlement Payment and shall be bound by the terms of the PAGA Release.
26 To account for the fact that such individuals will not be bound by the Class Release, they will
27 receive pro-rated shares of the PAGA Settlement Amount as described below in paragraph 128.

28 **C. Objections**

1 115. To submit a written objection to the Settlement, a Class Member must postmark a
2 valid “Notice of Objection” to the Settlement Administrator no more than thirty (30) calendar days
3 after the date on which the Notices were mailed. For the Notice of Objection to be valid, it must
4 include: (1) the objector’s full name, signature, address, and telephone number; (2) a written
5 statement detailing the basis for the objection; (3) copies of any papers, briefs, or other documents
6 upon which the objection is based; and (4) a statement whether the objector intends to appear at
7 the Final Approval Hearing. Any Class Member who has submitted a valid, timely and unrescinded
8 Exclusion Request may not submit a Notice of Objection.

9 116. Regardless of whether they have submitted a valid Notice of Objection, Class
10 Members may appear at the Final Approval Hearing in order to make an oral objection to the
11 Settlement. Any Class Member who has submitted a valid, timely, and unrescinded Exclusion
12 Request may not make an oral objection to the Settlement.

13 117. Any lawyer representing a Class Member for the purpose of objecting to the
14 Settlement Agreement must file a Notice of Appearance with the Court and must serve copies by
15 mail to the Parties’ Counsel.

16 118. Upon receipt of any Notice of Objection, the Settlement Administrator will stamp a
17 received date on the written objection, retain the original envelope, and shall serve copies of both
18 the Notice of Objection and envelope it came in on Class Counsel and Defendants’ Counsel no
19 later than three (3) business days after receipt thereof.

20 119. At no time will the Settling Parties or Parties’ Counsel seek to solicit or otherwise
21 encourage Class Members to object to the Settlement. Class Counsel will not represent any Class
22 Members with respect to any such objections to this Settlement. The Parties will file all Notices of
23 Objection, valid or invalid, timely or untimely, with the Court in advance of the Final Approval
24 Hearing.

25 **D. Summary Reports and Settlement Administrator’s Certification**

26 120. After issuing Notice, the Settlement Administrator shall provide weekly summary
27 reports to Class Counsel and Defendants’ Counsel identifying the names of Class Members whose
28 mailings have been returned as undeliverable and the names of any Class Members who have

submitted Exclusion Requests or Notices of Objection.

121. No later than seven (7) calendar days after the Opt-out Deadline, the Settlement Administrator shall provide to the Parties' Counsel a declaration detailing the completed Class Notice process performed in accordance with the Settlement and the Preliminary Approval Order and certifying due diligence ("Settlement Administrator's Certification"). The Settlement Administrator's Certification shall also include a statement detailing the Settlement Administrator's costs of administration.

122. The Settlement Administrator shall also attach copies of all unrescinded Exclusion Requests and unrescinded Objections received, which shall be organized together as separate exhibits to the Settlement Administrator's Certification but shall be redacted as to the responding individual's Social Security Number. The Settlement Administrator will retain the stamped originals of all Exclusion Requests it files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

123. At least seven (7) calendar days prior to the Final Approval Hearing, Class Counsel shall file the Settlement Administrator's Certification with the Court.

RELEASES BY CLASS MEMBERS

124. Upon the Effective Date, each Class Member will release the Released Parties from the Released Class Claims and each PAGA Class Member will release the Released Parties from the Released PAGA Claims.

125. With the exception of the Plaintiffs (*see* Section XV below), Class Members are not releasing any claims under this Settlement other than the Released Class and PAGA Claims.

126. This release does not include or cover any actions or omissions occurring after the Class Period.

127. As previously set forth, Class Members who submit valid, timely, and unrescinded Exclusions Requests (i.e., opt-out), do not release any claims under this Settlement Agreement with the exception of claims for PAGA penalties as described below.

RELEASE BY PAGA CLASS

128. The PAGA Class will not have any opportunity to object or opt out of the PAGA

1 portion of the Settlement. Thus, if the Settlement is approved, a member of the PAGA Class who
2 timely opts out of the Class Settlement nonetheless remains part of the PAGA Class whose
3 Released PAGA Claims arising during the PAGA Period are resolved through this Settlement. All
4 members of the PAGA Class for whom identifying information is available as specified above or
5 who provide such information through an attestation form, opt-out request, or other means will
6 receive a pro-rated share of the PAGA Settlement Amount based on their number of workweeks
7 within the PAGA Period.

8 **RELEASE BY CLASS REPRESENTATIVES**

9 129. Upon the Effective Date, Plaintiffs shall also release the Released Parties from any
10 and all past, present and future claims, actions, demands, causes of action, damages, rights or
11 liabilities, of any nature and description whatsoever, known or unknown, recognized now or
12 hereafter, expected or unexpected, pursuant to any theory of recovery (including but not limited to
13 those based in contract or tort, common law or equity, federal, state or local law, statute, ordinance
14 or regulation), including unknown claims covered by California Civil Code section 1542 (as quoted
15 below) by Plaintiffs, arising during the period from the beginning of the Plaintiffs' first interaction
16 with any Released Party to the date on which the Court enters the order of Final Approval of this
17 Settlement, for any type of relief that can be released as a matter of law ("Plaintiffs' Released
18 Claims").

19 130. Plaintiffs' Released Claims include, but are not limited to, any and all claims arising
20 under the Fair Labor Standards Act, the Americans with Disabilities Act, the Civil Rights Act of
21 1991, the Employee Retirement Income Security Act, the Equal Pay Act, the Genetic Information
22 Non-discrimination Act, the Family and Medical Leave Act, 42 U.S. Code § 1981, Title VII of the
23 Civil Rights Act, and California law, including the California Labor Code, the California
24 Government Code (including the Fair Employment and Housing Act), the California Civil Code,
25 the California Business & Professions Code, as well as wrongful termination claims, constructive
26 discharge claims, breach of contract claims, discrimination claims, harassment claims, retaliation
27 claims, whistleblower claims (to the fullest extent they may be released under applicable law),
28 wage and hour claims (to the fullest extent they may be released under applicable law), negligence

claims, defamation or other tort claims, and claims for attorneys' fees and costs.

131. As a sole exception to the provisions set forth in Paragraphs 124 and 125, Plaintiffs Song and Ji are not waiving: (a) their individual (non-PAGA) claims for retaliation and wrongful termination in violation of California Labor Code §§ 98.6, 232(c), 232.5(c), and 1102.5, and in violation of the public policies expressed therein; (b) claims that cannot be waived as a matter of law; (c) claims for unemployment, disability and/or paid family leave insurance benefits, or workers' compensation benefits; (d) their own vested or accrued employee benefits; or (e) claims arising from any wrongful act or omission occurring after the date of Judgment.

132. Plaintiffs expressly acknowledge that they are familiar with principles of law such as Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which 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."

133. In connection with Plaintiffs' Released Claims, Plaintiffs acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein. Nevertheless, Plaintiffs acknowledge that a portion of the consideration received herein is for a release with respect to unknown damages and complaints, and state that it is the intention of the Plaintiffs in agreeing to this release to fully, finally, and forever settle and release all matters and all claims that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) between them and the Released Parties, with the sole exception of those claims preserved by paragraph 125.

APPLICATION FOR PRELIMINARY APPROVAL ORDER

134. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of an order(s):

- 1) Granting leave to file the Amended Complaint;
- 2) Preliminarily approving the Settlement terms as fair, reasonable, and adequate;
- 3) Certifying the Class for settlement purposes;

- 1 4) Appointing Sanford Heisler Sharp, LLP as Class Counsel;
- 2 5) Appointing Yi Song, Xiangyang Ji, and Jian Pan as Class Representatives;
- 3 6) Approving the form and content of the proposed class Notices;
- 4 8) Directing the mailing of the Notice by first class mail to the Class and approving
- 5 publication notice directed towards Missing Class Members;
- 6 9) Setting a deadline of fifteen (15) business days after the Preliminary Approval Date
- 7 for Weee! to provide the Settlement Administrator a list of all Class Members,
- 8 including the following information for each class member to the extent Weee! has
- 9 it: (1) full name; (2) last-known address; (3) social security number; and (4) the start
- 10 and end dates for each period the Class Member performed services as a delivery
- 11 driver for Weee! in the State of California ;
- 12 10) Setting a deadline of ten (10) calendar days after the Settlement Administrator
- 13 receives the information referenced in the preceding paragraph for the Settlement
- 14 Administrator to mail the Notice to the Class Members via first class mail and to
- 15 disseminate the short-form publication notice;
- 16 11) Setting a deadline of thirty (30) calendar days from the date on which Notice is
- 17 mailed for Class Members to opt out of or exclude themselves from the Settlement
- 18 Agreement;
- 19 12) Setting a deadline of thirty (30) calendar days from the date on which Notice is
- 20 mailed for Class Members to object to the Settlement Agreement; and
- 21 13) Scheduling the Final Approval Hearing as soon as practicable on the question of
- 22 whether the proposed Settlement Agreement should be finally approved as fair,
- 23 reasonable, and adequate as to the members of the Class.

24 135. In moving for entry of the Preliminary Approval Order, Class Counsel will submit

25 to the Court for its approval this Settlement Agreement, its attachments, supporting papers which

26 shall describe the terms of this Settlement Agreement and will include proposed forms of all notices

27 and other documents, attached hereto, necessary to implement the Settlement Agreement.

28

APPLICATION FOR FINAL APPROVAL ORDER

136. Following Preliminary Approval of the Settlement, as provided in this Settlement Agreement, but prior to the Final Approval Hearing, the Class Counsel will submit a proposed Final Approval Order:

- 1) Granting Final Approval to the Settlement Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- 2) Granting final certification of the Class for settlement purposes;
- 3) Approving the Service Awards in accordance with this Settlement Agreement, unless otherwise directed by the Court;
- 4) Approving Class Counsel's application for an award of attorneys' fees and costs in accordance with this Settlement Agreement, unless otherwise directed by the Court;
- 5) Finding that Class Notice (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) met all applicable requirements of California Rules of Court 3.766(d) and 3.769(f), due process, and any other applicable rules or law;
- 6) Approving the Opt-Out List and determining that the Opt-Out List is a complete list of all individuals who have timely and properly requested exclusion from the Settlement and, accordingly, shall neither share in nor be bound by the Final Approval order and Judgment except to the extent that they will receive a payment from the PAGA allocation if they worked for Weee! as a California driver during the PAGA Period;
- 7) Adjudging that, as of the Final Approval Date, the Plaintiffs, all Class Members and all PAGA Class Members, and their legally authorized representatives, heirs,

1 estates, trustees, executors, administrators, principals, beneficiaries,
2 representatives, agents, assigns, and successors, and/or anyone claiming through
3 them or acting or purporting to act for them or on their behalf, regardless of whether
4 they have received actual notice of the proposed Settlement, have conclusively
5 compromised, settled, discharged and released the Plaintiffs' Released Claims (in
6 the case of the Plaintiffs), Class Members' Released Claims (in the case of the Class
7 Members) and Released PAGA Claims (in the case of the PAGA Class Members)
8 against Defendants and the Released Parties, and are bound by the provisions of this
9 Agreement.

10 8) Affirming that, notwithstanding the submission of a timely and proper request for
11 exclusion, PAGA Class Members will still be bound by the settlement and release
12 of the PAGA Claims or remedies under the Final Judgment pursuant to *Arias v.*
13 *Superior Court*, 46 Cal.4th 969 (2009) as requests for exclusion do not apply to the
14 PAGA Claims (and hence will receive a payment from the PAGA Settlement
15 Amount), and further affirms that the LWDA's claims for civil penalties pursuant
16 to PAGA for violations of the Released PAGA Claims are also extinguished;

17 9) Determining that the Agreement and the Settlement provided for herein, and any
18 proceedings taken pursuant thereto, are not, and should not in any event be offered,
19 received, or construed as evidence of, a presumption, concession, or an admission
20 by any party of liability or non-liability or of the certifiability or non-certifiability
21 of a litigation class, or that PAGA representative claims may be validly pursued, or
22 of any misrepresentation or omission in any statement or written document
23 approved or made by any Party: provided, however, that reference may be made to
24 this Agreement and the Settlement provided for herein in such proceedings as may
25 be necessary to effectuate the provisions of this Agreement.

26 10) Setting a compliance hearing approximately 60 days after the completion of the
27 distribution process for Class Counsel and the Settlement Administrator to submit
28 a summary accounting how the Settlement funds have been distributed to Class

Members and the status of any unresolved issues.

137. Not later than five (5) business days before the Final Approval Hearing, Class Counsel may file supplemental briefing in support of their motion for Final Approval of the Settlement, the LWDA Payment, the payment of the Settlement Administrator's reasonable fees and expenses, the requested Service Awards and/or Class Counsel's request for attorneys' fees and expenses.

EFFECT OF NON-APPROVAL OF SETTLEMENT AGREEMENT

138. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court or an appellate court, the Settling Parties agree to continue to negotiate in good faith to reach an agreement with terms that are acceptable to the Settling Parties and the Court.

139. If the Settling Parties are unable to reach a revised agreement with terms that are acceptable to the Settling Parties and the Court, Plaintiffs may seek reconsideration or appellate review of the applicable decisions denying judicial approval. In such an instance, if reconsideration and/or appellate review is denied, the Settling Parties shall have no further rights or obligations under this Settlement Agreement and this Settlement shall have no force or effect.

140. If the Settlement is canceled or voided under such circumstances, it shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. Further, to the extent that the Court preliminarily certified the Class for settlement purposes, the certification shall automatically be null and void and the fact of it shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

141. In addition, if the Settlement is canceled or voided as provided here, none of the Settling Parties will be deemed to have waived any claims, objections, defenses or arguments with respect to the issue of class action certification, maintenance of the Lawsuit as a class action, or the merits of the Lawsuit.

142. If Class Notice was previously distributed, a notice will be provided to Class Members that the Agreement did not receive Final Approval and that, as a result, no payments will

1 be made to Class Members under the Agreement. Such notice shall be mailed by the Settlement
2 Administrator via First Class United States Mail, postage prepaid, to the last address used in
3 mailing the Class Notice.

4 143. Except pursuant to Paragraph 96 above, the Settling Parties shall jointly bear all
5 expenses incurred by the Settlement Administrator; and

6 144. If the Defendants have funded the settlement, the Settlement Administrator will
7 return the entire Gross Settlement Amount to Defendants within five (5) business days of
8 notification.

9 **PARAMO SETTLEMENT**

10 145. Defendants will not assert or take the position in this action or any other forum that
11 a Class or PAGA Member herein is barred from recovering under this Settlement because that
12 individual was a member of the settlement class in *Paramo, et. al. v. Weee! Logistics, Inc., et. al.*,
13 San Joaquin County Superior Court Case No. STK-CV-UOE-2023-1129.

14 146. For the sake of clarity, an individual who is entitled to a payment under the terms
15 of both *Paramo* and this Settlement shall retain the right to receive both payments. If this settlement
16 does not receive court approval or otherwise does not come into effect, any benefits received by a
17 Class member under the *Paramo* settlement shall be deemed to provide an offset to any recovery
18 by that Class member in this action but will not bar any of the claims asserted in this action outright
19 and will not be the basis for any other defense to the claims.

20 **MUTUAL FULL COOPERATION**

21 147. The Settling Parties agree to fully cooperate with each other to accomplish the terms
22 of this Settlement Agreement, including but not limited to, execution of such documents and taking
23 such other action as reasonably may be necessary to implement the terms of this Agreement. The
24 Settling Parties shall use their best efforts, including all efforts contemplated by this Agreement
25 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate
26 this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of
27 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants
28 and Defendants' Counsel, take all necessary steps to secure the Court's approval of this Settlement

1 Agreement.

2 148. Defendants fully support this Settlement Agreement and will not communicate
3 anything to the contrary to Class Members. Defendants will not discourage Class Members from
4 participating in this Settlement.

5 **NO ADMISSION**

6 149. Defendants deny any liability or wrongdoing associated with the claims alleged in
7 this matter. By entering into this Settlement Agreement, Defendants in no way admit any violation
8 of law or any liability whatsoever to the Class Representatives, the PAGA Class and/or the Class,
9 individually or collectively, all such liability being expressly denied. Likewise, by entering into
10 this Settlement Agreement, Defendants in no way admit to the suitability of this case for class
11 action litigation other than for purposes of settlement. Rather, Defendants enter into this Agreement
12 to avoid further protracted class litigation and to resolve and settle the Released Claims with the
13 Plaintiffs and the Class. Settlement of the Released Claims, negotiation and execution of this
14 Settlement Agreement and all acts performed or documents executed pursuant to or in furtherance
15 of the Settlement Agreement: (a) are not, shall not be deemed be, and may not be used as an
16 admission or evidence of any wrongdoing, liability, culpability or negligence on the part of
17 Defendants or of the truth of any of the factual allegations in any and all complaints, amended
18 complaints, or other papers filed in the Lawsuit; (b) are not, shall not be deemed to be, and may
19 not be used as an admission or evidence of fault or omission on the part of Defendants in any civil,
20 criminal, administrative or arbitral proceeding; and (c) are not, shall not be deemed to be, and may
21 not be used as an admission or evidence of the appropriateness of these or similar claims for class
22 certification. The Settling Parties understand and agree that this Settlement Agreement is a
23 settlement document and shall be inadmissible as evidence in any proceeding, except an action or
24 proceeding to approve, interpret or enforce the terms of the Settlement Agreement.

25 **NOTICES**

26 150. Unless otherwise specifically provided herein, all notices, demands, or other
27 communications given hereunder shall be in writing and shall be deemed to have been duly given
28 as of the third (3rd) business day after mailing by United States registered or certified mail, return

receipt requested, addressed as follows:

To Plaintiffs	To Defendants
SANFORD HEISLER SHARP, LLP	LITTLER MENDELSON, P.C.
Qiaojing Ella Zheng	Marlene S. Muraco
300 Hamilton Ave., 5th Floor	50 W. San Fernando, 7th Floor
Palo Alto, CA 94301	San Jose, CA 95113
SANFORD HEISLER SHARP, LLP	
Andrew Melzer (<i>pro hac vice</i>)	
17 State Street, 37th Floor	
New York, NY 10004	

INTERPRETATION AND ENFORCEMENT

151. Each term of this Settlement Agreement is contractual and not merely recital.

A. Entire Agreement

152. This Settlement Agreement constitutes the entire agreement between the Settling Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Settling Parties shall be deemed merged into this Agreement.

B. Arm's-Length Transaction

153. The Settling Parties agree the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations, and this Agreement shall not be construed in favor of or against any Settling Party by reason of the extent to which any Settling Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

C. Captions

154. The captions or headings of the sections and paragraphs of this Settlement

Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

D. Modification of Agreement

155. No modification, amendment, or waiver of the terms of this Settlement Agreement shall be valid or binding unless in writing, signed by or on behalf of all Settling Parties, and approved by the Court. Any failure by a Settling Party to insist upon the strict performance by another Settling Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

E. Binding Effect

156. This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

F. Governing Law

157. All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the Settling Parties shall be governed by California state law without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

G. Exhibits Incorporated

158. All exhibits attached hereto are incorporated by reference as if fully set forth herein.

H. Severability

159. Following the entry of the Final Approval Order, if any provision of this Settlement Agreement is held by the Court to be void, voidable, unlawful or unenforceable, the remaining portions of the Settlement Agreement will remain in full force and effect.

I. Continuing Jurisdiction

160. The Court shall retain jurisdiction over the interpretation and implementation of this Settlement Agreement as well as any and all matters arising out of, or related to, the interpretation,

1 implementation, or enforcement of this Settlement Agreement.

2 **J. Voluntary and Knowing Agreement**

3 161. Each of the Settling Parties warrants that no promise or inducement has been offered
4 or made to that Party except as set forth herein, and covenants that he, she, or it has not entered
5 into this Agreement as a result of any representation, agreement, inducement, or coercion, except
6 to the extent specifically provided herein. Each of the Settling Parties further covenants that the
7 consideration recited herein is the only consideration for entering into this Settlement Agreement
8 and that no promises or representations of another or further consideration has been made by any
9 person.

10 **K. Signatories to the Agreement**

11 162. The signatories hereby represent that they are fully authorized to enter into this
12 Settlement Agreement and to bind the Settling Parties and the Class Members to the terms and
13 conditions hereof, subject to approval of the Court.

14 163. The Plaintiffs represent and warrant that they have not assigned or transferred, or
15 purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest.

16 164. It is agreed that because the number of Class Members is so numerous, it is
17 impossible or impractical to have each Class Member execute this Settlement Agreement and as a
18 result, Class Counsel and the Class Representatives may sign on their behalf. The Class Notice will
19 advise all Class Members of the binding nature of the release, and the release shall have the same
20 force and effect as if this Settlement Agreement were executed by each Class Member.

21 **L. Execution of Agreement**

22 165. This Settlement Agreement may be executed in counterparts with signatures
23 transmitted by facsimile or electronic mail. When each signatory has signed and delivered at least
24 one such counterpart, each counterpart shall be deemed an original, and, when taken together with
25 other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon
26 and effective as to all Settling Parties.

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Dated: 8/3, 2024


Yi Song (Aug 2, 2024 21:14 PDT)

Yi “Sunny” Song

Dated: 08-02, 2024


Xiangyang Ji (Aug 2, 2024 10:53 PDT)

Xiangyang “James” Ji

Dated: 08-01, 2024

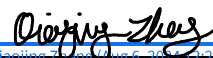

Jianpan (Aug 1, 2024 12:41 PDT)

Jian Pan

Dated: _____, 2024

On behalf of Weee! Logistics, LLC and Weee! Inc.

Dated: August 6, 2024


Qiaoqing Zheng (Aug 6, 2024 12:25 PDT)

Qiaoqing Zheng
Andrew Melzer
Frank Tong Xu
SANFORD HEISLER SHARP, LLP
Attorneys for Plaintiffs Yi Song, Xiangyang Ji, and
Jian Pan and the Class

Dated: _____, 2024

Marlene S. Muraco
Brian R. Dixon
LITTLER MENDELSON, P.C.
Attorneys for Defendants Weee! Logistics, LLC and
Weee! Inc.

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Dated: _____, 2024

Yi “Sunny” Song

Dated: _____, 2024

Xiangyang “James” Ji

Dated: _____, 2024

Jian Pan

Dated: August 5
_____, 2024

DocuSigned by:

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On behalf of Weee! Logistics, LLC and Weee! Inc.

Dated: _____, 2024

Qiaojing Zheng

Andrew Melzer

Frank Tong Xu

SANFORD HEISLER SHARP, LLP

Attorneys for Plaintiffs Yi Song, Xiangyang Ji, and
Jian Pan and the Class

Dated: _____, 2024

Marlene S. Muraco

Brian R. Dixon

LITTLER MENDELSON, P.C.

Attorneys for Defendants Weee! Logistics, LLC and
Weee! Inc.

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Dated: _____, 2024

Yi “Sunny” Song

Dated: _____, 2024

Xiangyang “James” Ji

Dated: _____, 2024

Jian Pan

Dated: _____, 2024

On behalf of Weee! Logistics, LLC and Weee! Inc.

Dated: _____, 2024

Qiaojing Zheng
Andrew Melzer
Frank Tong Xu
SANFORD HEISLER SHARP, LLP
Attorneys for Plaintiffs Yi Song, Xiangyang Ji, and
Jian Pan and the Class

Dated: August 2, 2024



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Weee! Inc.