

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT
AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Agreement”) encompasses the action *Henderson v. Amazon.com, Inc., et al.*, Alameda County Superior Court Case No. 22CV018987, and the following arbitrations before the American Arbitration Association: *Garcia v. Amazon.com Inc., et al.*, AAA Case No. 01-24-0002-3384; *Henderson v. Amazon.com Inc., et al.*, AAA Case No. 01-24-0002-3127; and *Robbins v. Amazon.com Inc., et al.*, AAA No. 01-24-0002-3377.

This Agreement is entered into between Plaintiffs Nicholas Henderson, Brandon Robbins, and Juan Garcia (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, as well as on behalf of the State of California in its capacity as a private attorney general, on the one hand, and Defendants Amazon.com, Inc. and Amazon Logistics, Inc. (collectively, “Amazon”), To Be Delivered, LLC (“TBD”), Magruder Taylor, and Jose Rose on the other hand. Plaintiffs and Defendants Amazon and TBD are collectively referred to as the “Parties.”

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Class Claims” and “Released PAGA Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon Final Court approval, contains the essential terms of the Parties’ agreement. Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement

confers substantial benefits upon the Class, PAGA Members, and the State of California.

I. DEFINITIONS

1. Action

“Action” means the civil action filed by Plaintiffs entitled *Henderson v. Amazon.com, Inc., et al.*, Alameda County Superior Court Case No. 22CV018987.

2. Arbitrations

“Arbitrations” means the following individual arbitrations filed by each Plaintiff before the American Arbitration Association: *Garcia v. Amazon.com Inc., et al.*, AAA Case No. 01-24-0002-3384; *Henderson v. Amazon.com Inc., et al.*, AAA Case No. 01-24-0002-3127; and *Robbins v. Amazon.com Inc., et al.*, AAA No. 01-24-0002-3377.

3. Class Counsel

“Class Counsel” means Patrick R. Co of the Co Law Firm and G. Martin Velez of the Law Office of G. Martin Velez, who, subject to Court approval, shall act as counsel for the Settlement Class and Plaintiffs in their representative capacity on behalf of the State of California.

4. Class Counsel Award

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action, and Class Counsel’s expenses and legal costs incurred in connection with this Action.

5. Class Information

“Class Information” or “Class Data” means information regarding Class Members compiled from TBD’s records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Class Member’s full name; last known address; social security number; number of Eligible Workweeks; and number of Eligible Pay Periods for each Class

Member and each PAGA Member.

6. Class Members

“Class Members” means all individuals who are or previously were employed by TBD in California as non-exempt employees at any time during the Class Settlement Period.

7. Class Settlement Period

“Class Settlement Period” means the period from September 30, 2018, through the Preliminary Approval Date, subject to section III.7 below.

8. Class Representatives

“Class Representatives” refers to the three Plaintiffs.

9. Individual Arbitration Settlement Amount

“Individual Arbitration Settlement Amount” means \$10,000.00 each, less taxes and withholdings, for the three named plaintiffs as part of this settlement in order to resolve their individual Arbitrations, which in the aggregate shall total \$30,000.00.

10. Class Representatives’ Enhancement Award

“Class Representative’s Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs’ Individual Settlement Payments and Individual PAGA Payments, in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendants.

11. Class Representatives’ Released Claims

“Class Representatives’ Released Claims” means all known and unknown claims against the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims

under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representatives’ actual or alleged employment or other relationship, or termination of such actual or alleged relationship, with any Released Party through the date of Final Approval for any type of relief. Class Representatives further covenant that they will not become a member of any other legal actions against the Released Parties asserting any of Class Representatives’ Released Claims and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law.

12. Complaint

“Complaint” means the Complaint filed by Plaintiffs in the Action on October 3, 2022.

13. Court

“Court” means the Superior Court for the County of Alameda.

14. Defendants

“Defendants” means Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered, LLC, Magruder Taylor, and Jose Rose.

15. Effective Date

“Effective Date” means the date on which the Court’s order granting Final Approval of

this Settlement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the “Final Approval Order” granting approval of this Settlement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

16. Eligible Workweek

“Eligible Workweek” means any workweek in which a Class Member worked for any amount of time for TBD during the Class Settlement Period according to TBD’s records.

17. Eligible Pay Periods

“Eligible Pay Period” means any pay period in which a PAGA Member worked for any amount of time for TBD during the PAGA Settlement Period according to TBD’s records.

18. Final Approval Hearing

“Final Approval Hearing” means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

19. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,

and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

20. Gross Settlement Amount

“Gross Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendants, which includes: the Individual Settlement Payments to Participating Class Members; Individual Arbitration Settlement Amount; payment of Settlement Administration Costs as approved by the Court; any Class Representatives’ Enhancement Award to Plaintiffs as approved by the Court; a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court; and the PAGA Payment. Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made by TBD, separate and apart from the Gross Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

21. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA Members that shall, in the aggregate, comprise 25% of the PAGA Payment, as consideration for Settlement of claims for civil penalties under PAGA.

22. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible

to receive an Individual Settlement Payment.

23. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

24. LWDA PAGA Payment

“LWDA PAGA Payment” means the payment to be made to the LWDA as its 75% share of the PAGA Payment, as consideration for Settlement of claims for civil penalties under PAGA.

25. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount less Court-approved Class Counsel Award, Individual Arbitration Settlement Amount, Class Representatives’ Enhancement Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments. If the Court orders a different amount of Class Counsel Award, Class Representatives’ Enhancement Award, PAGA Payment, or Settlement Administration Costs, the Net Settlement Amount will be adjusted accordingly.

26. Notice of Class and Representative Action Settlement

“Notice of Class Action Settlement” (“Class Notice”) means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit 1** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

27. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

28. PAGA Members

“PAGA Members” means all individuals who are or previously were employed by TBD in California as non-exempt employees at any time during the PAGA Settlement Period.

29. PAGA Notice Letters

“PAGA Notice Letters” refers to the July 12, 2022 and May 13, 2025 PAGA Notice Letters filed by Plaintiffs with the LWDA.

30. PAGA Payment

“PAGA Payment” means a gross payment in the aggregate of \$20,000.00, or other amount if ordered by the Court, that is comprised of the LWDA PAGA Payment and all of the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Agreement.

31. PAGA Settlement Period

“PAGA Settlement Period” means the period from July 12, 2021 through the Preliminary Approval Date, subject to section III.7 below.

32. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

33. Parties

“Parties” means Plaintiffs and Defendants, collectively.

34. Plaintiff

“Plaintiffs” means Nicholas Henderson, Brandon Robbins, and Juan Garcia.

35. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

36. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendants shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

37. Released Class Claims

“Released Class Claims” shall mean any and all claims and/or causes of action under any state, local or federal law or administrative order by Participating Class Members against Released Parties that were or could have been pled based on the facts, circumstances, or primary rights that were alleged in the original and First Amended Complaint and the PAGA Notice Letters, including but not limited to, any claim for: (1) unpaid wages, including claims for minimum, overtime, double-time and contract wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rate; (2) meal period violations, including claims for the failure to pay premium wages, including

premiums at the correct regular rate, and the alleged failure to properly record meal breaks; (3) rest break violations, including claims for the failure to pay premium wages, including premiums at the correct regular rate; (4) improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) untimely payment of final wages under Labor Code sections 201-203; (6) failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (7) unreimbursed business expenses; (8) untimely wage payments to employees under Labor Code Section 204; (9) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.*, and claims under the FLSA based on any of the facts and violations alleged or that could have been alleged in the Action or the PAGA Notice Letters; and (10) any claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the same facts alleged or that could have been alleged in the Action or the PAGA Notice Letters. The period of the Released Class Claims will be the Class Settlement Period.

38. Released PAGA Claims

“Released PAGA Claims” shall mean all claims and causes of action for civil penalties against the Released Parties that were alleged or that could have been alleged based on the facts, circumstances, or primary rights asserted in the Action as well as in any and all of the PAGA Notice Letters for violations of Labor Code sections 201, 202, 203, 204, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401, 6403, 2698, and 2699 *et seq.* and sections of the applicable wage order, including sections 3, 4, 7, 11, and 12, as well as any and all claims for attorneys' fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include any and all individual and non-individual

claims for civil penalties based on alleged violations of the Labor Code including (1) claims for unpaid wages, including claims for minimum, overtime, and double-time and contract wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates; (2) claims for meal period violations, including claims for the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (3) claims for rest break violations, including claims for the failure to pay premium wages, including premiums at the correct regular rates; (4) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) claims for untimely payment of final wages under Labor Code sections 201-203; (6) claims regarding the alleged failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (7) claims for unreimbursed business expenses; (8) claims for untimely wage payments to employees under Labor Code Section 204; and (9) any other claims and penalties under the wage and hour laws alleged or that could have been alleged in the Action and in the PAGA Notice Letters. The period of the Released PAGA Claims will be the PAGA Settlement Period.

39. Released Parties

“Released Parties” means Defendants and any of their former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal representatives, or trustees.

40. Request for Exclusion

“Request for Exclusion” means a signed communication setting forth a Class Member’s name, present address, and a statement electing to be excluded from the class Settlement. Specific details of how to submit a “Request for Exclusion” will be provided by the Class Notice.

41. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Class Notice to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit written objections to the settlement; or (c) dispute the information contained in the Class Notice.

42. Settlement

“Settlement” or “Agreement” means this Class and Representative Action Settlement Agreement and Release.

43. Settlement Administrator

“Settlement Administrator” means Phoenix Class Action, the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

44. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

II. RECITALS

1. Procedural History.

Plaintiffs filed a PAGA letter with the LWDA naming TBD, Amazon, Magruder Taylor,

and Jose Rose on July 12, 2022. Plaintiffs initiated this action by filing their Class Action and Representative Action Complaint on October 3, 2022, in Alameda County Superior Court. On October 4, 2023, the Alameda County Superior Court granted a Motion to Compel Plaintiffs' Complaint to Arbitration and on December 1, 2023, dismissed Plaintiffs' class action claims. Thereafter, Plaintiffs filed their respective individual Arbitrations with the American Arbitration Association.

On February 24, 2025, the Parties attended mediation with experienced wage and hour mediator Lisa Klerman and arms-length settlement negotiations between the Parties during and after the mediation resulted in this class and PAGA Settlement. On May 13, 2025, Plaintiffs filed an amended PAGA letter with the LWDA adding additional claimed violations.

In connection with this Settlement, Plaintiffs will file a First Amended Complaint, including Plaintiffs' previously dismissed class claims, adding claims for failure to provide meal periods or pay meal period premiums; failure to provide rest periods or pay rest period premiums; and failure to reimburse business expenses under Labor Code section 2802, and defining the class to include "all non-exempt employees" of TBD. A copy of the draft First Amended Complaint to be filed with the Motion for Preliminary Approval is attached to this Settlement, as described below. As part of this purpose, the Parties agree to the filing of the proposed First Amended Complaint (Exhibit 2). Should the Court grant preliminary approval, the proposed First Amended Complaint (Exhibit 2) shall be deemed filed, and the Parties agree to waive any requirement that Defendants respond to the First Amended Complaint, unless ordered by the Court.

Before the mediation, both in formal discovery and at Plaintiffs' request for purposes of the mediation, TBD produced substantial documentation including time and pay data, policy documents, class size information, pay period and workweek information and information

regarding the hourly rates of pay in effect for class members. TBD provided information sufficient to enable Plaintiffs and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Action, dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Actions. Defendants contend, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Class Members' and PAGA Members employment with TBD. Amazon specifically denies that it employed any of the Class Members and PAGA Members. Amazon further denies any joint employer relationship with TBD. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendants collectively or individually, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendants to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar,

or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendants deny any liability, Defendants are agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

2. Benefits of Settlement to Class and PAGA Members.

Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate this dispute through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for the Class Members. Plaintiffs and Class Counsel are also aware that Plaintiffs and the Class Members are parties to arbitration agreements with class and representative action waivers that resulted in an order compelling arbitration and precluded the Action from proceeding on a class basis. Plaintiffs

and Class Counsel have considered Defendants' agreement to enter into a settlement that confers substantial relief upon the Class Members and PAGA Members. Based on the foregoing, Class Counsel has concluded that settlement for the consideration and on the terms set forth in this Agreement, is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Members in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendants, numerous potential appellate issues, and other risks inherent in litigation.

3. Defendants' Reasons for Settlement.

Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiffs. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendants continue to contend that they are not liable or jointly and severally liable for any of the claims set forth by Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action. Defendants contend that they have complied with all applicable state, federal, and local laws.

4. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Defendants have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendants. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an

admission by or against the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

This Agreement shall not affect the validity of any arbitration agreements and/or release agreements applicable to any Plaintiff or to any Class Member or PAGA Member. Each Defendant reserves the ability and does not waive the right to enforce arbitration agreements in any other action, or in this action as to any arbitrable claims of Plaintiffs and/or any Class Member or PAGA Member should settlement not be approved. Nothing in this Agreement shall prevent or prohibit any Plaintiff, Class Member, or PAGA Member from asserting any defenses or challenge to any arbitration agreements, except as to claims released by this Agreement.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

Upon the Effective Date, Plaintiffs and all Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. Release as To All PAGA Members.

Upon the Effective Date, Plaintiffs as representatives of the State of California and on behalf of the LWDA, and the PAGA Members fully and finally release the Released Parties from the PAGA Released Claims for the PAGA Settlement Period. These releases will take effect whether or not a PAGA Member submits a Request for Exclusion, receives his or her Individual

PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

3. Release of Claims by Plaintiff

As of the Effective Date, Plaintiffs release the Released Parties from all the Class Representative's Released Claims. Plaintiffs' releases set forth herein include a waiver of all rights under California Civil Code §1542, which provides:

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which Plaintiffs now know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with TBD and alleged employment with Amazon.

4. Amendment of Complaint and Preliminary Approval of Settlement.

In order to effectuate this class and PAGA Settlement and for settlement purposes only, the Parties will seek leave for the filing of a First Amended Complaint, attached hereto as **Exhibit 2**, in connection with preliminary approval of this settlement. Defendants will not be required to respond to the First Amended Complaint. If the Court does not approve this Settlement or there is no Final Judgment, the First Amended Complaint shall be null and void, and the original Complaint shall be the operative pleading.

Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting a date for a Final Approval Hearing. Class

Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Counsel for the parties shall jointly prepare the Preliminary Approval Order. Plaintiffs shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the preliminary approval of the Settlement, and the entry of a Preliminary Approval Order: (a) conditionally certifying of the Class for settlement purposes only; (b) preliminarily approving the proposed Settlement; and (c) setting a date for Final Approval. Class Counsel agrees to provide Counsel for Defendants with drafts of the Motion for Preliminary Approval and any other documents Plaintiffs intend to submit in support of their Motion for Preliminary Approval at least seven business days before filing such documents to allow both Counsel for Defendants a reasonable time to review and comment on such papers and further agrees to reasonably consider incorporating the comments from Counsel for Defendants. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.

If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement or the Class Notice, Class Counsel and Defendants' Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to attempt to modify the Agreement and/or Class Notice and otherwise satisfy the Court's concerns.

Concurrently with the filing of the Motion for Preliminary Approval, Plaintiffs will, pursuant to California Labor Code § 2699(*l*), provide notice of the proposed Settlement to the LWDA. Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by Cal. Lab. Code § 2699(*l*)(3). The Parties intend and believe that the notice pursuant to the procedures described in this section complies with the requirements of the PAGA.

5. Settlement Administrator.

Within thirty (30) days of the Court granting Preliminary Approval of this Agreement, TBD shall provide the Settlement Administrator with the Class Information for purposes of mailing the Class Notice to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities, except that relevant information can be provided to Class Counsel as necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Stipulation and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against any of the Released Parties and will only be used to administer the Settlement under the terms provided herein.

a. Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within fourteen (14) days of receipt of the Class Information from TBD, the Settlement Administrator will mail copies of the Class Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Class Notice will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other reasonable search using the name, address and/or social security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. The Settlement Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. Class Members who receive a re-mailed Class Notice shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments and Individual PAGA Payments.

Class Members and PAGA Members who disagree with the number of Eligible Workweeks or Eligible Pay Periods stated on their Class Notice may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Class Members and PAGA Members' eligibility for, and the amounts of, Individual Settlement Payment and Individual PAGA Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, TBD's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

The Class Notice shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address and telephone number of the Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who timely and validly submits a Request for Exclusion will not be entitled to any Individual Settlement Payment and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the Class Settlement. However, any Request for Exclusion has no effect to the PAGA portion of this Settlement; PAGA Members cannot request exclusion from the PAGA Settlement and will receive an Individual PAGA Payment and be bound by the Released PAGA Claims regardless of whether they submit a Request for Exclusion. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall become a Participating Class Member who is bound by all terms of the Settlement and any Final Judgment entered in this Action.

No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all Class Members who have timely submitted a Request for Exclusion.

f. Objections.

The Class Notice shall state that Class Members who wish to object to the Settlement may do so in person (or other method of personal appearance permitted by the court, e.g., Zoom) at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name and address of the objecting Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendants with this notice no later than the Response Deadline. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

6. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no

time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or submit Requests for Exclusion, or to appeal from the Court's Final Judgment.

7. Gross Settlement Amount and Escalator Provision

Defendants shall pay a non-reversionary amount of (except as set forth below) Four Hundred and Sixty Thousand Dollars (\$460,000) as the Gross Settlement Amount to resolve the Action on a class and representative basis. This settlement is based on 12,599 workweeks and 805 employees through February 24, 2025, the date of the mediation. In the event that the actual number of workweeks in the Class Settlement Period exceeds 12,599 by more than 15% (i.e., more than 14,489), then at Defendants' option, either (a) the Gross Settlement Amount shall increase by the same number of percentage points above 10% the actual number of workweeks exceeds the 12,599 estimate (i.e., if the workweeks during the Class Settlement Period are 14,614, which is 16% greater than the estimate at mediation, then the Gross Settlement Amount increases by 1% to \$464,600); or (b) the Class Settlement Period shall end as of the date the workweeks during the Class Settlement Period reach 14,489 workweeks.

8. Funding of the Qualified Settlement Fund.

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions for paying the Gross Settlement Amount (\$460,000) into the QSF. The Settlement Administrator will also inform TBD of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than twenty (20) business days after the Effective Date, Defendants shall fund the QSF.

9. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by

subtracting the Class Counsel Award, Individual Arbitration Settlement Amount, Class Representative's Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$200,068. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount:	\$460,000
Individual Arbitration Settlement Amount	\$30,000
Requested Class Rep. Enhancement Awards:	\$30,000
Requested Class Counsel Fees:	\$153,318
Requested Class Counsel Costs:	\$15,614.26
PAGA Payment to LWDA:	\$15,000
PAGA Payment to PAGA Members	\$5,000
Settlement Administrator Costs:	\$11,000
Net Settlement Amount	\$200,068

This is a non-reversionary Settlement in which Amazon and TBD will pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants. The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid by TBD and paid separately from, and in addition to, the Gross Settlement Amount. Any award of less than the amounts requested for the Class Representative Enhancement Award, Settlement Administration Costs, Class Counsel Fees and Costs will be allocated to the Net Settlement Amount and distributed to the Participating Class Members.

10. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) First, using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Settlement Period; this sum shall be known as the workweek total; (ii) Second, the Settlement Administrator will divide the Net Settlement Amount by the workweek total to determine the settlement value for each Eligible Workweek (the “Workweek Value”); and (iii) Third, the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Settlement Period by the Workweek Value to determine that Participating Class Member’s Individual Settlement Payment.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member’s last known mailing address within fifteen (15) days after Defendants fully fund the settlement.

11. PAGA Payments.

A total amount of \$20,000 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount (\$15,000) will be the LWDA PAGA Payment to be paid to the LWDA and the remaining twenty-five (25%) of this amount (\$5,000) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount; in no event shall Defendants be required to pay in excess of the Gross Settlement Amount, except as set forth in Paragraph III.7.

The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) days after

Defendants fully fund the settlement.

The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Eligible Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Eligible Pay Periods worked by PAGA Members during the PAGA Settlement Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Eligible Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within fifteen (15) days after Defendants fully fund the settlement.

12. Individual Arbitration Settlement Amount

As part of this settlement and in complete resolution of their individual arbitrations currently pending, each plaintiff shall receive \$10,000 (\$30,000 in the aggregate) less taxes and withholdings.

13. Class Representatives' Enhancement Award.

Plaintiffs will make an application to the Court for a Class Representatives' Enhancement Award of up to \$30,000 (\$10,000 for each of the three Plaintiffs), less taxes and withholdings. The Class Representatives' Enhancement Award shall be paid to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) days after Defendants fully fund the Settlement. The Class Representatives' Enhancement Award shall be in addition to the Plaintiffs' Individual Settlement Payment as a Class Member and if applicable Individual PAGA Payment as a PAGA Member.

Any amount requested by Plaintiffs for the Class Representatives' Enhancement Award that is not granted by the Court shall be added to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representatives' Enhancement Award as to one or more Plaintiffs, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order.

14. Class Counsel Award.

Class Counsel will file a motion for attorneys' fees in the amount of up to thirty-three percent (33.33%) of the Gross Settlement Amount, not to exceed \$153,318.00, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, not to exceed \$15,614.26, to be paid from the Gross Settlement Amount. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. Class Counsel shall be paid the Class Counsel Award approved by the Court at the same time checks are issued to the Class Members. This Settlement is not contingent upon the Court awarding Class Counsel the requested amounts in attorneys' fees and costs and, in the event that the Court reduces the requested fees and/or costs, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement.

15. Tax Treatment

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports

to state and federal tax authorities. All Individual Settlement Payments shall be allocated as follows: 25% wages and expenses and 75% penalties and interest. The 25% portion of Settlement Payments subject to required withholdings and deductions by the Settlement Administrator shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties. The Settlement Administrator shall issue I.R.S. Form 1099s for the penalties/interest payments if required by law in the view of the Settlement Administrator. TBD shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages and expenses, which amount shall be paid separately from the Gross Settlement Amount. Plaintiffs, any Participating Class Member and any PAGA Member who receives any Individual Settlement Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members, PAGA Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendants make no representation, and it is understood and agreed that Defendants have made no representation, as to the taxability to any Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative's Enhancement Award to the Class Representative. The Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendants, the Class Representative, and Class Counsel agree that

each Class and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

16. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

17. Unclaimed Settlement Payment(s).

No earlier than one hundred and eighty (180) days after the mailing of the Individual Settlement Payment and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks

shall be deposited to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her Individual Settlement Payment or Individual PAGA Payment check. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash their Individual Settlement Payments, and Defendants will not be required to pay any interest on said amount.

As part of the administration, eighty (80) days after the Individual Settlement Payment and Individual PAGA Payment checks are mailed, the Settlement Administrator shall mail reminder postcards to those Participating Class Members and PAGA Members whose settlement checks were not returned undeliverable and who have not cashed their checks.

18. Settlement Administrator Costs.

The Parties agree to allocate up to \$11,000 of the Gross Settlement Amount for expected Settlement Administrator Costs, but acknowledge that actual costs may be higher, including if the number of Class Members is higher than estimated. Upon filing the motion for Final Approval, Plaintiffs will request the Court to award an amount equal to the actual administration costs of the Settlement Administrator. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs approved by the Court no later than fifteen (15) days after Defendants fully fund the settlement.

19. Settlement Administrator Responsibilities.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator

shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member's approximate Individual Settlement Payment and each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing the Class Notice out to them; communicating with Class Members as necessary; printing and mailing the Class Notice and tax forms to the Participating Class Members and PAGA Members; receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiff, Class Counsel, Participating Class Members, the LWDA and PAGA Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members' Individual Settlement Payments or PAGA Members' Individual PAGA Payments; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Defendants and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

20. Final Approval Hearing and Entry of Final Judgment.

After expiration of the Response Deadline, on a date to be set by the Court, a Final

Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative's Enhancement Award; (iii) Individual Settlement Payments; (iv) PAGA Payment to the LWDA and PAGA Members and (v) Settlement Administrator Costs.

21. Final Approval Order.

Plaintiffs will request, and Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiffs will request that the Final Approval Order certify the Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order. Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' Fees, Costs, and Class Representative's Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendants with drafts of all documents Plaintiffs intend to submit in support of the Motion for Final Approval and application for attorneys' fees and costs at least seven business days in advance of filing to allow Counsel for Defendants a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendants. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order, including a good faith attempt to address and/or cure any issues identified by the Court as necessary for Final Approval.

22. Nullification of Settlement.

In the event: (i) the Court denies preliminary approval of the Settlement despite the Parties

efforts; (ii) the Court denies final approval of the Settlement; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Agreement and any order or judgment entered by the Court in furtherance of this Settlement shall be null and void, and the Parties will be restored to their respective positions as if they had not entered into the Agreement.

To the extent that more than 5% of Class Members submit valid Requests for Exclusion, Defendants have the option to nullify this Settlement within ten (10) days of written notice to Counsel for Defendants by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion. If Defendants exercise this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed.

23. Conditional Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in the Action.

The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified for any purpose other than the Settlement, or not decertified, or that this matter may proceed as a representative action; or (ii) Defendants are liable to Plaintiffs or any Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise

voided, Defendants expressly reserve all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes.

24. No Publicity

Prior to preliminary approval, the Parties agree not to disclose the terms of this settlement except in court papers filed to seek approval except for any disclosures agreed to by the Parties and as necessary to effectuate the Settlement, including required notice to the LWDA, to the extent necessary for Plaintiffs to obtain "not-to-exceed" estimates from settlement administrators for settlement administration expenses, or as needed to inform a court or counsel in a related matter. Before or after approval, Plaintiffs and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website (other than information directed to Class and PAGA Members regarding the approval), or otherwise publicize the settlement. Nothing herein restricts Class Counsel from fulfilling its duties to Class and PAGA Members. However, Class Counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a representative action basis, for purposes detailing the experience of counsel. Plaintiffs and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

25. No Effect on Employee Benefits.

Any Individual Settlement Payment, Individual PAGA Payment, and Class Representative Enhancement Award, shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.), if applicable, of Plaintiffs, Participating Class Members and PAGA Members. The Parties agree that any Individual Settlement Payments, Individual PAGA Payments, and Class Representative Enhancement Award paid to Plaintiffs, Participating Class

Members and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Defendants. Further, any Individual Settlement Payments, Individual PAGA Payments, and Class Representative Enhancement Award, shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by any of the Defendants.

26. No Admission by Defendants.

This Agreement represents a compromise and settlement of disputed claims. Defendants deny each and every one of Plaintiffs’ allegations in their entirety and deny that either of them has violated any law or violated any legal or equitable obligation to Plaintiffs. Amazon expressly denies it was the joint employer of Plaintiffs, Class Members or PAGA Members. This Agreement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants.

27. Representation.

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

Class Counsel represent that, other than Plaintiffs, they do not currently represent any current or former non-exempt employees who worked for TBD in connection with any other filed or anticipated claims, charges, grievances, or complaints against any of the Defendants. Class Counsel also represent that Class Counsel have not used any information obtained in the Action to solicit or assist any other persons or attorneys to commence a claim or proceeding against

Defendants.

28. Exhibits and Headings.

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

29. Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay all court and arbitration proceedings except for the proceedings necessary to implement and complete the Settlement.

30. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

31. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

32. Authorization to Enter into Settlement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties

whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of each Defendant represent and warrant that they are authorized to sign this Agreement on behalf of that Defendant. Plaintiffs represent and warrant that they are competent to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

33. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors **or** assigns of the Parties hereto, as previously defined.

34. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

35. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

36. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

37. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

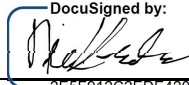
WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members and as representative of the State of California, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

Dated: 7/30/2025

PLAINTIFF NICHOLAS HENDERSON

DocuSigned by:
By: 
2E5F942C2E9DE440...
Plaintiff Nicholas Henderson

Dated: 8/2/2025

PLAINTIFF Brandon Robbins

Signed by:
By: 
C5B7DC6774704E7...
Plaintiff Brandon Robbins

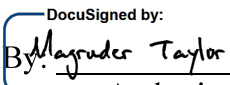
Dated: 7/29/2025

PLAINTIFF JUAN GARCIA

DocuSigned by:
By: 
86E9AEDBE6244BE...
Plaintiff Juan Garcia

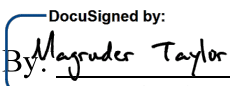
Dated: 04-Sep-2025

DEFENDANT TO BE DELIVERED, LLC

DocuSigned by:
By: 
0A6D06EA2086438...
Authorized Representative

Dated: 04-Sep-2025

DEFENDANT MAGRUDER TAYLOR

DocuSigned by:
By: 
0A6D06EA2086438...
Defendant Magruder Taylor

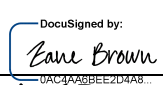
Dated: 03-Sep-2025

DEFENDANT JOSE ROSE

Signed by:
By: 
98B255C98F6704F...
Defendant Jose Rose

Dated: September 11, 2025

DEFENDANT AMAZON.COM, INC.

DocuSigned by:
By: 
0AC4AABEE2D4A8...
Authorized Representative

Dated: September 11, 2025

DEFENDANT AMAZON LOGISTICS,
INC.

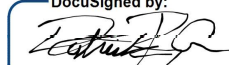
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By: 
0AC4AABEE2D4A8...
Authorized Representative

APPROVED AS TO FORM

Dated: 7/29/2025

THE CO LAW FIRM

DocuSigned by:



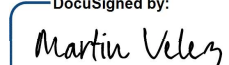
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Patrick R. Co

Counsel for Plaintiffs

LAW OFFICE OF G. MARTIN VELEZ

DocuSigned by:



68826F5061AE4AE...

G. Martin Velez

Counsel for Plaintiffs

Dated: 7/31/2025

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART



Tim Johnson

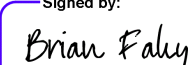
Keenan O'Connor

Counsel for To Be Delivered, LLC

Dated: September 4, 2025

MORGAN, LEWIS & BOCKIUS LLP

Signed by:



481EE7313BA4458...

Brian Fahy

Counsel for Amazon.com, Inc. and Amazon Logistics,
Inc.

Dated: September 12, 2025

Exhibit 1

**NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Henderson, et al. v. Amazon.com, et al. (Case No. 22CV018987)

***The Superior Court for the State of California authorized this Class Notice. Read it carefully!
You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Defendants To Be Delivered, Inc. (“To Be Delivered”), Magruder Taylor, Jose Rose, Amazon.com, Inc., and Amazon Logistics, Inc. (the Amazon Defendants are referred to as “Amazon”) (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Nicholas Henderson, Brandon Robbins, and Juan Garcia (“Plaintiffs”), former employees of Defendant To Be Delivered, who claim they were jointly employed by Amazon. The Action seeks payment of:

(1) Alleged unpaid wages, expenses and associated statutory penalties for a class of current and former hourly-paid or non-exempt employees of Defendant To Be Delivered within the State of California at any time during the period from September 30, 2018, through [REDACTED] (“Class,” “Class Members,” “Class Period”); and

(2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant To Be Delivered within the State of California at any time during the period from July 12, 2021, through [REDACTED] (“Aggrieved Employees” and “PAGA Period”).

The settlement has two main parts: (1) Class Settlement requiring Defendants to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendants to fund Individual PAGA Payments.

Based on Defendant To Be Delivered’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant To Be Delivered’s records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant To Be Delivered’s records showing you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] PAGA Pay Periods during the PAGA Period. If you believe you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendants to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendant To Be Delivered as an hourly-paid or non-exempt employee during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don't have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage, expense and penalty claims and PAGA Period penalty claims against Defendants.
2. **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by timely submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendants won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against the Defendants covered by this settlement (Released Claims).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt Out Deadline is	If you don't want to fully participate in the settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section 6 of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant To Be Delivered’s records is stated on the first page of this Class Notice. See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant To Be Delivered. The Action accuses Defendants of violating California labor laws by: (1) failing to pay overtime wages; (2) failing to pay minimum wages; (3) failing to provide meal periods; (4) failing to authorize and permit rest periods; (5) failing to reimburse necessary business expenses; (6) failing to provide accurate wage statements; (7) failing to pay all wages due upon separation; (8) violating unfair competition law; and (9) negligent misrepresentation. Based on the same alleged Labor Code violations, Plaintiffs have also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (PAGA). Plaintiffs is represented by attorneys Patrick R. Co of the Co Law Firm and G. Martin Velez of the Law Office of G. Martin Velez.

Defendants strongly deny violating any laws or failing to pay any wages or expenses due and contend they complied with all applicable laws. Amazon denies that it employed or jointly employed Plaintiffs or any of the Class Members or Aggrieved Employees.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Class and Representative Action Settlement Agreement and Release

(“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to the Court’s Final Approval. Both sides agree the settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe: (1) Defendants agreed to pay a fair, reasonable, and adequate amount considering the claims and risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$460,000 as the Gross Settlement Amount. Defendants agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Payments to Participating Class Members; Individual Arbitration Settlement Amount to the Plaintiffs; payment of Settlement Administration Costs as approved by the Court; any Class Representatives’ Enhancement Award to Plaintiffs as approved by the Court; a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be requested by Class Counsel and determined by the Court; and the PAGA Payment, which includes Individual PAGA Payments to Aggrieved Employees and the LWDA PAGA Payment, which is for penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
 - a. If the Court grants Final Approval, Defendants shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than the Effective Date.
 - b. “Effective Date” means sixty-five (65) calendar days after the Court issues the “Final Approval Order” granting approval of the Settlement if no objections to the settlement are filed and no appeal is filed; or (ii) if an appeal is filed and is finally disposed of in favor of approval of the Settlement, the day after such final disposition.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$153,318 (33.33% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Award for attorney’s fees and \$15,614.26 as their Class Counsel Costs. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- b. Up to \$10,000 to each Plaintiff (\$30,000) as their Class Representative Enhancement Awards for filing the Action, working with Class Counsel, and effectively representing the Class.
 - c. \$10,000 to each Plaintiff (\$30,000) as their Individual Arbitration Settlement Amounts in exchange for resolving their individual arbitrations.
 - d. Up to \$11,000 to the Administrator as the Settlement Administrator Costs for services administering the Settlement.
 - e. \$20,000 for the PAGA Payment, seventy-five percent (75%) of which (\$15,000) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$5,000) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
4. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Workweeks.
5. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty five percent (25%) of each Individual Class Payment to taxable wages (“Wage Portion”) and seventy five percent (75%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on an IRS Form W-2. Defendant To Be Delivered will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on an IRS Form 1099.
 - a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
6. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Participating Class Member whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Participating Class Member. If the monies

represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing by the _____ deadline that you wish to opt out. The easiest way to notify the Administrator is to mail a written and signed Request for Exclusion postmarked by _____. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's: (a) full name; (b) present address; (c) email address or telephone number; and (d) a simple statement electing to be excluded from the Class Settlement. Non-Participating Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants and other Released Parties based on the PAGA Period facts alleged in the Action.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void: (a) Defendants will not pay any money; and (b) Class Members and Aggrieved Employees will not release any claims against Defendants.
9. Administrator. The Court has appointed a neutral company Phoenix Class Action Administration ("Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained below in Section 9 of this Class Notice.
10. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement Agreement. This means unless you opted out by validly excluding yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the other Released Parties for wages, expenses and statutory penalties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by the Settlement Agreement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised,

relinquished and discharged any and all of the Released Parties and/or causes of action under any state, local or federal law or administrative order by Participating Class Members against Released Parties that were or could have been pled based on the facts, circumstances, or primary rights that were alleged in the original and First Amended Complaint and the PAGA Notice Letters, including but not limited to, any claim for: (1) unpaid wages, including claims for minimum, overtime, double-time and contract wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rate; (2) meal period violations, including claims for the failure to pay premium wages, including premiums at the correct regular rate, and the alleged failure to properly record meal breaks; (3) rest break violations, including claims for the failure to pay premium wages, including premiums at the correct regular rate; (4) improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) untimely payment of final wages under Labor Code sections 201-203; (6) failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (7) unreimbursed business expenses; (8) untimely wage payments to employees under Labor Code Section 204; (9) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.*, and claims under the FLSA based on any of the facts and violations alleged or that could have been alleged in the Action; and (10) any claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the same facts alleged or that could have been alleged in the Action. The period of the Released Class Claims will be the Class Settlement Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

11. Aggrieved Employees' PAGA Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who are Non-Participating Class Members, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by the Settlement. The Aggrieved Employees will be bound by the following release:

- a. All Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint (and any amendments thereto), PAGA Notice, and the Amended PAGA Notice, that occurred during the

PAGA Period, and that were ascertained during the Action. This release includes any and all claims for PAGA penalties involving: Labor Code sections 201, 202, 203, 204, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401, 6403, 2698, and 2699 et seq. and sections of the applicable wage order, including sections 3, 4, 7, 11, and 12, as well as any and all claims for attorneys' fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include any and all individual and non-individual claims for civil penalties based on alleged violations of the Labor Code including (1) claims for unpaid wages, including claims for minimum, overtime, and double-time and contract wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates; (2) claims for meal period violations, including claims for the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (3) claims for rest break violations, including claims for the failure to pay premium wages, including premiums at the correct regular rates; (4) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) claims for untimely payment of final wages under Labor Code sections 201-203; (6) claims regarding the alleged failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (7) claims for unreimbursed business expenses; (8) claims for untimely wage payments to employees under Labor Code Section 204; and (9) any other claims and penalties under the wage and hour laws alleged or that could have been alleged in the Action and in the PAGA Notice Letters. The period of the Released PAGA Claims will be the PAGA Settlement Period.

12. Released Parties. The Released Parties means Defendants and any of their former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal representatives, or trustees.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Workweek / PAGA Pay Period Challenges. The number of Workweeks you worked for Defendant To Be Delivered during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant To Be Delivered's records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant To Be Delivered's calculation of Workweeks and/or PAGA Pay Periods based on Defendant To Be Delivered's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will, if applicable, combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.**

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit by mail a written and signed letter with your full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any timely writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Henderson, et al. v. Amazon.Com, Inc., et al.* (Case No. 22CV018987), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded postmarked by [REDACTED]**, which is forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members, or it will be invalid. Section 9 of the Class Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair; and (2) a Motion for Class Counsel Fees and Costs Payments and Class Representative Enhancement Awards stating: (a) the amount Class Counsel is requesting as the Class Counsel Fees and Costs Payments; and (b) the amount Plaintiffs are requesting as the Class Representative Enhancement Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view these documents on the Administrator's website [redacted] or the Court's website <https://eportal.alameda.courts.ca.gov/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees and Costs Payments and Class Representative Enhancement Awards may wish to object. The deadline for sending written objections to the Administrator is [redacted], which is forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Henderson, et al. v. Amazon.Com, Inc., et al.* (Case No. 22CV018987) and include your full name, present address, email address or telephone number, and signature. Section 9 of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 below of this Class Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, CA 94612. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [redacted]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court's website by going to <https://eportal.alameda.courts.ca.gov/> and entering the Case No. 22CV018987. You can also go to

the Court in person at the address listed in Section 8 of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Law Office of G. Martin Velez
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Santa Rosa, CA 95403
(t): 415.342.4125 (f): 415.532.2492
martinvelez@comcast.net

Administrator:

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
(t): 800.523.5773 (f): 949.209.2503
info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. Settlement checks attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks will be deposited to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her Individual Settlement Payment or Individual PAGA Payment check, no later than 180 days after the mailing of the Individual Settlement Payment and Individual PAGA Payment checks. If your check is void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

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Attorneys for Plaintiffs Nicholas Henderson, Brandon Robbins, and Juan Garcia, on behalf of themselves and on behalf of all persons similarly situated, and on behalf of themselves, the Labor Workforce Development Agency, and similarly situated aggrieved current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA – UNLIMITED JURISDICTION

NICHOLAS HENDERSON; BRANDON	)	Case Number: 22CV018987
ROBBINS; and JUAN GARCIA; on behalf	)	
of themselves and on behalf of all persons	)	FIRST AMENDED CLASS ACTION AND
similarly situated, and on behalf of	)	REPRESENTATIVE ACTION COMPLAINT
themselves, the Labor Workforce	)	
Development Agency, and similarly	)	(1) FAILURE TO PAY OVERTIME WAGES
situated aggrieved current and former	)	(2) FAILURE TO PAY MINIMUM WAGES
employees	)	(3) FAILURE TO PROVIDE MEAL
	)	PERIODS
Plaintiffs	)	(4) FAILURE TO AUTHORIZE AND
vs.	)	PERMIT REST BREAKS
	)	(5) FAILURE TO REIMBURSE BUSINESS
AMAZON.COM, INC.; AMAZON	)	EXPENSES
LOGISTICS, INC.; TO BE DELIVERED	)	(6) FAILURE TO PROVIDE ACCURATE
LLC; MAGRUDER TAYLOR; JOSE	)	WAGE STATEMENTS
ROSE; and DOES 1 through 20 inclusive	)	(7) FAILURE TO PAY ALL WAGES DUE
	)	UPON SEPARATION
Defendants	)	(8) VIOLATION OF UNFAIR
	)	COMPETITION LAW
	)	(9) NEGLIGENT MISREPRESENTATION
	)	(10) VIOLATION OF PRIVATE
	)	ATTORNEYS GENERAL ACT
	)	
	)	DEMAND FOR JURY TRIAL

Plaintiffs Nicholas Henderson, Brandon Robbins, and Juan Garcia on behalf of themselves and on behalf of all persons similarly situated, and on behalf of themselves, the Labor Workforce Development Agency, and similarly situated aggrieved current and former employees, complain and allege the following:

Introduction

1. This is a class action pursuant to Code of Civil Procedure section 382 by Plaintiffs Nicholas Henderson, Brandon Robbins, and Juan Garcia, on behalf of themselves and all persons similarly situated, against Amazon.com, Inc., Amazon Logistics, Inc., and To Be Delivered LLC, and a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698 et seq., by Plaintiffs, on behalf of themselves, the Labor Workforce Development Agency and other aggrieved current and former employees, against Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, Magruder Taylor, and Jose Rose.

The Parties

2. Plaintiff Nicholas Henderson is an adult male who resides in the County of Alameda in California.

3. Plaintiff Brandon Robbins is an adult male who resides in the County of Alameda in California.

4. Plaintiff Juan Garcia is an adult male who resides in the County of Alameda. Henderson, Robbins, and Garcia are referred herein collectively as "Plaintiffs."

5. Defendant Amazon.com, Inc. is a Delaware corporation, headquartered in Seattle, Washington.

6. Defendant Amazon Logistics, Inc. is a Delaware corporation headquartered in Seattle, Washington. Amazon.com, Inc. and Amazon Logistics, Inc. are referred herein collectively as "Amazon."

7. Defendant To Be Delivered LLC is a limited liability company organized in California, with its principal place of business in Oakland, California.

8. Magruder Taylor is the managing partner of To Be Delivered LLC.

9. Jose Rose is a member and/or an officer of To Be Delivered LLC.

1 10. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as
2 DOES 1 through 20, and therefore sue the Defendants by such fictitious names. Plaintiffs will
3 amend this complaint to allege their true names and capacities when they are ascertained. Plaintiffs
4 are informed and believe and on that basis allege that each of the fictitiously named Defendant is
5 responsible in some manner for the wrongful conduct herein alleged, and that Plaintiffs' alleged
6 damages as herein alleged were proximately caused by that conduct.

7 11. Defendants at all times mentioned were the agents and the employees of their
8 codefendants and in doing the things hereinafter alleged were acting within the course and scope of
9 such agency and with the permission and consent of their codefendants.

10 **Venue and Jurisdiction**

11 12. Plaintiffs bring this class action pursuant to Code of Civil Procedure section 382 and
12 this representative action pursuant to Labor Code sections 2698 et seq. for violations of California
13 law. The amount in controversy exceeds the minimum required by this court. Accordingly, this
14 court has jurisdiction over the claims in this matter.

15 13. Venue is proper in this court because Defendant Amazon.com, Inc., Defendant
16 Amazon Logistics, Inc., Defendant To Be Delivered LLC, Defendant Magruder Taylor, and
17 Defendant Jose Rose conduct business in the County of Alameda and because many of the facts of
18 this action occurred in the County of Alameda.

19 **General Allegations**

20 14. Amazon is an electronic commerce company and is the largest internet based retailer
21 in the world.

22 15. Amazon operates delivery hubs in California, including in Oakland, California.
23 Amazon employs individuals, commonly referred to as "Amazonians," at its delivery hubs to sort
24 and facilitate the delivery of Amazon packages to its customers for the "last mile delivery."

25 16. Amazon maintains a program entitled "Amazon Delivery Service Partner Program,"
26 in which Amazon assists individuals in establishing a business for last mile delivery of Amazon
27 packages.

28 17. To Be Delivered is an Amazon delivery service partner. To Be Delivered operates

1 out of an Amazon delivery hub in Oakland, California and hires and employs non-exempt hourly
2 employees, including courier drivers to drive vans and deliver Amazon packages to Amazon
3 customers for the last mile delivery.

4 18. Amazon is an employer of To Be Delivered non-exempt hourly employees, including
5 courier drivers within the meaning of Industrial Welfare Commission Wage Order Number 9, as it
6 exercises control over the wages, hours, or working conditions of non-exempt hourly employees, or
7 suffers or permits non-exempt hourly employees to work, or engages non-exempt hourly employees,
8 thereby creating a common law employment relationship. For example:

9 a. Amazon requires To Be Delivered courier drivers to wear clothing, including
10 shirts, vests, hats, and masks, with the Amazon logo. Additionally, Amazon requires vans utilized
11 by To Be Delivered courier drivers to be emblazoned with the Amazon.

12 b. Amazon requires To Be Delivered courier drivers to utilize a mobile device
13 commonly called the “rabbit,” which provides step-by-step directions courier drivers are required to
14 take when delivering packages.

15 c. At the beginning of their shifts, To Be Delivered courier drivers load their
16 vans with packages pre-sorted by Amazon employees. An Amazon dispatcher, utilizing a loud
17 speaker, calls out at intervals the time remaining for courier drivers to complete their load (e.g., “you
18 have fifteen minutes left,” “you have ten minutes left,” and “you have two minutes”). When time
19 has lapsed, the Amazon dispatcher instructs the courier drivers to “start your engines,” after which
20 Amazon directs courier drivers to leave the hub and begin their route.

21 d. Amazon requires To Be Delivered courier drivers to return undelivered
22 packages to an Amazon employee at the hub at the end of their shift.

23 e. Amazon has the authority to “deactivate” To Be Delivered courier drivers.
24 When Amazon deactivates a courier driver, the courier driver is not permitted to deliver packages for
25 Amazon and is effectively suspended or terminated. A deactivated courier driver may return to work
26 for To Be Delivered only if Amazon reactivates the driver.

27 f. Plaintiffs are informed and believe and on that basis allege that Amazon
28 tracks and supervises the performance of To Be Delivered courier drivers and that Amazon has

1 procedures in place to evaluate and discipline courier drivers. On occasion, an Amazon employee
2 attends To Be Delivered meetings and informs courier drivers areas upon which they need to
3 improve.

4 g. Plaintiffs are informed and believe and on that basis allege that Amazon
5 requires To Be Delivered to schedule its courier drivers to work ten hour shifts per day and to pay
6 them an hourly rate for ten hours worked per shift regardless of whether they finish their deliveries
7 early and work less than their scheduled ten hours, i.e., a de facto day rate and/or de facto salary.

8 h. Plaintiffs are informed and believe and on that basis allege that Amazon
9 controls, at least in part, the manner in which To Be Delivered pays its courier drivers, including the
10 calculation of regular wages, overtime wages, and bonuses.

11 19. Plaintiff Henderson worked for To Be Delivered as a non-exempt hourly courier
12 driver from on or about spring 2021 to June 2022.

13 20. Plaintiff Robbins worked for To Be Delivered as a non-exempt hourly courier driver
14 from on or about spring 2021 to September 2022.

15 21. Plaintiff Garcia worked for To Be Delivered as a non-exempt hourly courier driver
16 from on August 2021 to on or about June 2021.

17 22. To Be Delivered scheduled Plaintiffs to work ten hour shifts four days per week. To
18 Be Delivered represented to Plaintiffs that they would receive a starting hourly rate of pay of \$21.50
19 and would be paid for ten hours per shift at the hourly rate of pay of \$21.50 regardless of whether
20 they finished their deliveries early and worked less than their scheduled ten hours, i.e., a de facto day
21 rate and de facto salary. Plaintiffs are informed and believe and on that basis allege that To Be
22 Delivered represented to other similarly situated current and former courier drivers that they would
23 receive a set hourly rate of pay and would be paid for ten hours per shift at the set hourly rate of pay
24 regardless of whether they finished their deliveries early and worked less than their scheduled ten
25 hours, i.e., a de facto day rate and de facto salary.

26 23. Throughout Plaintiffs' employment, To Be Delivered failed to provide 30 minute
27 uninterrupted meal periods to Plaintiffs and failed to provide Plaintiffs with premium pay of one
28 hour at their regular rate of pay for each workday in which a meal period violation occurred.

1 Plaintiffs are informed and believe and on that basis allege that To Be Delivered failed to provide 30
2 minute uninterrupted meal periods and failed to provide premium pay of one hour at the regular rate
3 of pay for each workday in which a meal period violation occurred to other similarly situated current
4 and former non-exempt hourly employees.

5 24. Throughout Plaintiffs' employment, To Be Delivered failed to authorize and permit
6 Plaintiffs to take rest periods which, insofar as practicable, were in the middle of four hours of work
7 or major fraction thereof, and failed to provide Plaintiffs with premium pay of one hour at their
8 regular rate of pay for each workday in which a rest break violation occurred. Plaintiffs are
9 informed and believe and on that basis allege that To Be Delivered failed to authorize and permit
10 rest breaks which, insofar as practicable, were in the middle of four hours of work or major fraction
11 thereof, and failed to provide premium pay of one hour at the regular rate of pay for each workday in
12 which a rest break violation occurred to other similarly situated current and former non-exempt
13 hourly employees.

14 25. Throughout Plaintiffs' employment, To Be Delivered failed to reimburse Plaintiffs
15 for necessary expenditures and losses incurred in direct consequences of their duties or of their
16 obedience to directions of To Be Delivered. Plaintiffs are informed and believe and on that basis
17 allege that To Be Delivered failed to reimburse other similarly situated current and former non-
18 exempt hourly employees for necessary expenditures and losses incurred in direct consequences of
19 their duties or of their obedience to directions of To Be Delivered.

20 26. Throughout Plaintiffs' employment, To Be Delivered failed to pay Plaintiffs an
21 hourly rate for all regular hours worked, failed to pay Plaintiffs overtime wages for all hours worked
22 in excess of eight hours per shift and in excess of forty hours per week, failed to provide meal
23 periods, failed to authorize and permit rest breaks, failed to reimburse business expenses, and failed
24 to provide Plaintiffs accurate wage statements. Plaintiffs are informed and believe and on that basis
25 allege that To Be Delivered failed to pay other similarly situated current and former non-exempt
26 hourly employees an hourly rate for all regular hours worked, failed to pay overtime wages for all
27 hours worked in excess of eight hours per shift and in excess of forty hours per week, failed to
28 provide meal periods, failed to authorize and permit rest breaks, failed to reimburse business

1 expenses, and failed to provide accurate wage statements.

2 27. Wage statements issued to Plaintiffs by or on behalf of To Be Delivered are
3 incomprehensible and inaccurate. For example:

4 a. Wage statements regularly list the number of regular hours worked for
5 Henderson in the 30 to 50 hour range and list a *de minimis* number of overtime hours in a given two
6 week pay period, when in fact Henderson worked regular hours and overtime hours in excess of
7 those listed in the wage statements.

8 b. Wage statements regularly list a bonus payment for Henderson which change
9 from pay period to pay period, without explanation as to the manner in which it was calculated.
10 Ostensibly, the bonus payment is utilized to represent payment for 80 hours worked for pay period,
11 as the bonus payment divided by the hourly rate plus the regular hours worked equals 80.

12 c. Wage statements for Henderson often reflect payment of a \$215.00 day rate,
13 which represents payment of ten hours per shift at the regular hourly rate of \$21.50, and which does
14 not include overtime wages for hours worked in excess of eight hours in a shift and in excess of forty
15 hours in a work week.

16 Plaintiffs are informed and believe and on that basis allege that wage statements issued to
17 other similarly situated current and former non-exempt hourly employees by or on behalf of To Be
18 Delivered are incomprehensible and inaccurate.

19 28. Upon Plaintiffs separating from To Be Delivered, To Be Delivered failed to pay
20 Plaintiffs all wages due immediately at the time of discharge, layoff, or resignation made with at
21 least 72 hours' notice, or within 72 hours of resignation made without 72 hours' notice. Plaintiffs
22 are informed and believe and on that basis allege that To Be Delivered failed to pay other similarly
23 situated former non-exempt hourly employees all wages due immediately at the time of discharge,
24 layoff, or resignation made with at least 72 hours' notice, or within 72 hours of resignation made
25 without 72 hours' notice.

26 29. Plaintiffs are informed and believe and on that basis allege that Magruder Taylor and
27 Jose Rose qualify as other persons acting on behalf of an employer who violated or caused to be
28 violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are subject to

1 the same civil penalties as Defendant To Be Delivered LLC.

2 **Class Action Allegations**

3 30. Plaintiffs bring claims for violations of the California Labor Code, 8 California Code
4 of Regulations sections 11090, Industrial Welfare Commission Wage Order Number 9, and the
5 California Business and Professions Code on behalf of themselves and the following Classes of
6 similarly situated persons:

7 a. Overtime Class: All current and former To Be Delivered non-exempt hourly
8 employees in California who have worked in excess of eight hours in a work day and/or in excess of
9 forty hours in a work week without receiving overtime wages during the period beginning four years
10 prior to the date of the filing of this action and through the date of trial.

11 b. Minimum Wage Class: All current and former To Be Delivered non-exempt
12 hourly employees in California who did not receive at least the minimum wage rate for all hours
13 worked during the period beginning four years prior to the date of the filing of this action and
14 through the date of trial.

15 c. Meal Period Class: All current and former To Be Delivered non-exempt
16 hourly employees whom To Be Delivered did not provide meal periods and whom To Be Delivered
17 failed to pay an additional hour of pay at their regular rate of pay in which a meal period violation
18 occurred at any time during the period beginning four years prior to the date of filing of this action
19 and through the date of trial.

20 d. Rest Period Class: All current and former To Be Delivered non-exempt
21 hourly employees whom To Be Delivered did not authorize and permit to take rest periods which,
22 insofar as practicable, were in the middle of four hours of work or major fraction thereof and whom
23 To Be Delivered failed to pay an additional hour of pay at their regular rate of pay in which a rest
24 break violation occurred at any time during the period beginning four years prior to the date of filing
25 of this action and through the date of trial.

26 e. Business Expense Class: All current and former To Be Delivered non-exempt
27 hourly employees whom To Be Delivered failed to reimburse for necessary expenditures and losses
28 incurred in direct consequence of the discharge of their duties or of their obedience to directions of

To Be Delivered at any time during the period beginning four years prior to the date of the filing of this action and through the date of trial.

f. Wage Statement Class: All current and former To Be Delivered non-exempt hourly employees in California issued inaccurate wage statements during the period beginning four years prior to the date of the filing of this action and through the date of trial.

g. Waiting Time Penalty Class: All former To Be Delivered non-exempt hourly employees in California who have not received all wages due immediately at the time of discharge, layoff, or resignation made with at least 72 hours' notice, or within 72 hours of resignation made without 72 hours' notice.

References herein to "the Class" or "Class Members" is inclusive of the Overtime Class, Minimum Wage Class, Meal Period Class, Rest Break Class, Business Expense Class, Wage Statement Class, and Waiting Time Penalty Class.

31. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Code of Civil Procedure section 382 in that:

a. Numerosity - The Class for whose benefit this action is brought is so numerous that joinder of all Class Members is impracticable and the disposition of their claims will benefit the parties and the court. Plaintiffs are informed and believe and on that basis allege that there are at least fifty Class Members and that To Be Delivered knows the names and addresses of the Class Members.

b. Commonality - There are questions of law and fact common to the Class that are answerable on a common basis, and these questions predominate over individual questions. The questions of law and fact common to the Class, include without limitation:

i. Whether To Be Delivered failed to pay non-exempt hourly employees overtime wages for employment in excess of eight hours in a day and/or in excess of forty hours in a week in violation of Labor Code sections 204, 510, 515, 1194, and 1198, 8 California Code of Regulations section 11090, paragraph 3, and Industrial Welfare Commission Wage Order Number 9, paragraph 3.

ii. Whether To Be Delivered failed to pay non-exempt hourly employees

at least the minimum wage rate for all hours worked in violation of Labor Code sections 204, 1194, 1194.2, 1197, and 1198, 8 California Code of Regulations section 11090, paragraph 4, and Industrial Welfare Commission Wage Order Number 9, paragraph 4.

iii. Whether To Be Delivered failed to provide non-exempt hourly employees meal periods and failed to pay an additional hour of compensation at the regular rate of pay for each workday in which a rest break violation occurred in violation of Labor Code sections 226.7, subdivision (b), and 512, 8 California Code of Regulations section 11090, paragraph 11, Industrial Welfare Commission Wage Order Number 9, paragraph 11.

iv. Whether To Be Delivered failed to authorize and permit non-exempt hourly employees to take rest periods which, insofar as practicable, were in the middle of four hours of work or major fraction thereof and failed to pay an additional hour of compensation for each workday in which a rest break violation occurred in violation of Labor Code section 226.7, subdivisions (b)-(c), 8 California Code of Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number 9, paragraph 12.

v. Whether To Be Delivered failed to reimburse non-exempt hourly employees for necessary expenditures and losses incurred in violation of Labor Code section 282.

vi. Whether To Be Delivered issued inaccurate wage statements to non-exempt hourly employees in violation of Labor Code section 226, 8 California Code of Regulations section 11090, paragraph 7, and Industrial Welfare Commission Wage Order Number 9, paragraph 7.

vii. Whether To Be Delivered failed to pay non-exempt hourly employees all wages due immediately at the time of discharge, layoff, or resignation made with at least 72 hours' notice, or within 72 hours of resignation made without 72 hours' notice in violation of Labor Code sections 201, 202, and 203.

viii. Whether To Be Delivered violated Business and Professions Code section 17200 et seq. by violating Labor Code sections 201, 202, 203, 204, 226, 226.7, 282, 510, 512, 515, 1194, 1194.2, 1197, and 1198, 8 California Code of Regulations section 11090, paragraphs 3, 4, 7, 11, and 12 and Industrial Welfare Commission Wage Order Number 9, paragraphs 3, 4, 7, 11

1 and 12.

2 ix. Whether To Be Delivered misrepresented to non-exempt hourly
3 employees the manner in which their wages would be calculated.

4 c. Typicality – Plaintiffs’ claims are typical of the claims of the Class they seek
5 to represent. As set forth herein, To Be Delivered’s common course of conduct causes Plaintiffs and
6 similarly situated non-exempt hourly employees the same or similar injuries or damages. Plaintiffs’
7 claims are thereby representative of and co-extensive with the claims of the Class.

8 d. Adequacy - Plaintiffs will fairly and adequately represent the interests of all
9 members of the Class they seek to represent. Plaintiffs are a member of the Class they seek to
10 represent, do not have any conflicts of interest with the putative Class, will prosecute the case
11 vigorously on behalf of the Class, and have already devoted time and resources to the initial
12 investigation of these claims. Plaintiffs’ attorneys are competent and experienced in litigation of
13 employment actions, including wage and hour claims, and are versed in the rules governing class
14 action, discovery, certification, and settlement.

15 e. Superiority of Class Action - A class action is superior to other available
16 methods for the fair and efficient adjudication of this controversy. Because the damages suffered by
17 certain individual members of the Class may be relatively small, the expense and burden of
18 individual litigation make it impracticable for Class Members to pursue their claims separately.
19 Class action treatment will allow those similarly situated persons to litigate their claims in the
20 manner that is most efficient and economical for the parties and the judicial system. Class action
21 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
22 same manner for all members of the Class.

23 32. The Class Period is designated as the time from four years prior to the filing of this
24 complaint through the class period cutoff date.

25 **Damages**

26 33. As a direct, foreseeable, and proximate result of To Be Delivered’s conduct, Plaintiffs
27 and similarly situated current and former non-exempt hourly employees are owed overtime wages,
28 minimum wages, an additional hour of pay at the regular rate of pay for each workday in which a

1 meal period violation occurred, an additional hour of pay at the regular rate of pay for each workday
2 in which a rest break violation occurred, reimbursement for business expenses, damages for failure
3 to provide accurate wage statements, waiting time penalties, statutory penalties, statutory interest,
4 and other penalties under California law. The precise amount of these damages will be proved at
5 trial.

6 **First Cause of Action**
7 **Failure to Pay Overtime Wages**
8 **[On Behalf of Plaintiffs and the Overtime Class against Defendants Amazon.com, Inc.,**
9 **Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]**

10 34. Plaintiffs, on behalf of themselves and the Overtime Class Members, incorporate the
11 allegations contained in paragraphs 1 through 33 as though fully set forth herein.

12 35. Plaintiffs and Overtime Class Members regularly worked in excess of eight hours in a
13 workday and in excess of forty hours in a workweek without overtime compensation.

14 36. Defendants allowed, suffered, and permitted Plaintiffs and Overtime Class Members
15 to perform work in excess of the statutory maximum hours per day and in excess of the statutory
16 maximum hours per week, for which Plaintiffs and Overtime Class Members were not paid at the
17 overtime rate, and continue to do so. As a result, Plaintiffs and Overtime Class Members are entitled
18 to unpaid overtime wages, including interest thereon, reasonable attorneys' fees, and costs of the
19 action, pursuant to Labor Code section 204, 510, 515, 1194, and 1198, 8 California Code of
20 Regulations section 11090, paragraph 3, and Industrial Welfare Commission Wage Order Number 9,
21 paragraph 3, and as otherwise provided by law.

22 **Second Cause of Action**
23 **Failure to Pay Minimum Wages**
24 **[On Behalf of Plaintiffs and the Minimum Wage Class against Defendants Amazon.com, Inc.,**
25 **Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]**

26 37. Plaintiffs, on behalf of themselves and the Minimum Wage Class Members,
27 incorporate the allegations contained in paragraphs 1 through 33 as though fully set forth herein.

28 38. Plaintiffs and Minimum Wage Class Members reported to work as required, but have
not, and continue to have not, received all wages due including the minimum wage.

39. As a result of Defendants' failure to pay Plaintiffs and Minimum Wage Class

Members all wages due, including minimum wages, Plaintiffs and Minimum Wage Class Members are entitled to all wages due, including minimum wages, liquidated damages, interest thereon, reasonable attorneys' fees, and costs of action pursuant to Labor Code sections 204, 1194, 1194.2, 1197, and 1198, 8 California Code of Regulations section 11090, paragraph 4, and Industrial Welfare Commission Wage Order Number 9, paragraph 4, and as otherwise provided by law.

**Third Cause of Action
Failure to Provide Meal Breaks
[On Behalf of Plaintiffs and the Meal Break Class against Defendants Amazon.com, Inc.,
Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]**

40. Plaintiffs, on behalf of themselves and the Meal Break Class Members, incorporate the allegations contained in paragraphs 1 through 33 as though fully set forth herein.

41. Defendants failed to provide Plaintiffs and Class Members 30 minute off duty uninterrupted meal breaks before the start of the sixth hour of their shift and a second 30 minute off duty uninterrupted meal break for shifts more than ten hours in violation of Labor Code sections 226.7, subdivision (b), and 512, 8 California Code of Regulations section 11090, paragraph 11, Industrial Welfare Commission Wage Order Number 9, paragraph 11, and as otherwise provided by law.

42. Labor Code section 226.7, subdivision (c), 8 California Code of Regulations section 11090, paragraph 11, Industrial Welfare Commission Wage Order Number 9, paragraph 11, require an employer to pay an additional hour of pay at the regular rate of compensation for each workday in which a meal period violation occurred.

43. Defendants failed to pay Plaintiffs and Class Members an additional hour of pay at the regular rate of compensation for each workday in which a meal break violation occurred.

44. Defendants' conduct violated Labor Code sections 226.7, subdivision (b)-(c), and 512, 8 California Code of Regulations section 11090, paragraph 11, Industrial Welfare Commission Wage Order Number 9, paragraph 11. As a result, Defendants are liable to Plaintiffs and Class Members for an additional hour of pay at the regular rate of compensation for each workday in which a meal period violation occurred, including interest thereon, reasonable attorneys' fees and costs of the action, pursuant to Labor Code section 226.7, subdivision (c), 8 California Code

1 of Regulations section 11090, paragraph 11, Industrial Welfare Commission Wage Order Number 9,
2 paragraph 11, and as otherwise provided by law.

3 **Fourth Cause of Action**
4 **Failure to Provide Rest Periods**
5 **[On Behalf of Plaintiffs and the Rest Period Class against Defendants Amazon.com, Inc.,**
6 **Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]**

7 45. Plaintiffs, on behalf of themselves and the Rest Periods Class Members, incorporates
8 the allegations contained in paragraphs 1 through 33 as though fully set forth herein.

9 46. Defendants failed to authorize and permit Plaintiffs and Class Members
10 to take rest periods which, insofar as practicable, were in the middle of four hours of work or major
11 fraction thereof in violation of Labor Code section 226.7, subdivision (b), 8 California Code of
12 Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number
13 9, paragraph 12.

14 47. Labor Code section 226.7, subdivision (c), 8 California Code of Regulations section
15 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number 9, paragraph 12,
16 require an employer to pay an additional hour of compensation for each workday in which a rest
17 break violation occurred.

18 48. Defendants failed to pay Plaintiffs and Class Members an additional hour of
19 compensation for each workday in which a rest break violation occurred.

20 49. Defendants' conduct violated Labor Code section 226.7, 8 California Code of
21 Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number
22 9, paragraph 12. As a result, Defendants are liable to Plaintiffs and Class Members for an additional
23 hour of compensation for each workday in which a rest break violation occurred, including interest
24 thereon, reasonable attorneys' fees, and costs of the action, pursuant to Labor Code section 226.7, 8
25 California Code of Regulations section 11090, paragraph 12, Industrial Welfare Commission Wage
26 Order Number 9, paragraph 12, and as otherwise provided by law.

27 **Fifth Cause of Action**
28 **Failure to Reimburse Business Expenses**
[On Behalf of Plaintiffs and the Business Expense Class against Defendants Amazon.com, Inc.,
Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]

50. Plaintiffs, on behalf of themselves and the Business Expense Class Members, incorporate the allegations contained in paragraphs 1 through 33 as though fully set forth herein.

51. Plaintiffs and Class Members were required to incur necessary expenditures and losses in consequence of the discharge of their duties or of their obedience to directions of Defendants.

52. Defendants violated Labor Code section 2802 by failing to pay and indemnify Plaintiffs and Class Members for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

53. As a result, Plaintiffs and Class Members were damaged at least in the amounts of the expenses they paid.

54. Plaintiffs and Class Members are entitled to reasonable attorneys' fees, expenses, and costs of suit pursuant to Labor Code section 2802, subdivision (c), and interest pursuant to Labor Code section 2802, subdivision (b).

Sixth Cause of Action
Failure to Provide Accurate Wage Statements
[On Behalf of Plaintiffs and the Wage Statement Class against Defendants Amazon.com, Inc.,
Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]

55. Plaintiffs, on behalf of themselves and the Wage Statement Class Members, incorporate the allegations contained in paragraphs 1 through 54 as though fully set forth herein.

56. Labor Code section 226, subdivision (a), 8 California Code of Regulations section 11090, paragraph 7, and Industrial Welfare Commission Wage Order Number 9, paragraph 7, require employers, at the time of each payment of wages, to furnish each employee with an accurate itemized wage statement. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide an accurate itemized wage statement, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4000), and an award of reasonable attorneys' fees and costs of the action.

57. Defendants knowingly and intentionally failed to furnish Plaintiffs and Wage Statement Class Members with timely, itemized accurate wage statements as required by Labor

Code section 226, subdivision (a), 8 California Code of Regulations section 11090, paragraph 7, and Industrial Welfare Commission Wage Order Number 9, paragraph 7. As a result, Defendants are liable to Plaintiffs and Wage Statement Class Members for the amounts provided by Labor Code section 226, subdivision (e), and an award of reasonable attorneys' fees and costs of the action, pursuant to Labor Code section 226, subdivision (e), and as otherwise provided by law.

Seventh Cause of Action
Failure to Pay All Wages Due upon Separation
[On Behalf of Plaintiffs and the Waiting Time Penalty Class against Defendants Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]

58. Plaintiffs, on behalf of themselves and the Waiting Time Penalty Class Members, incorporate the allegations contained in paragraphs 1 through 57 as though fully set forth herein.

59. Labor Code sections 201 and 202 require employers to pay all wages due immediately at the time of discharge, layoff, or resignation made with at least 72 hours' notice, or within 72 hours of resignation made without 72 hours' notice.

60. Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon separation, as required by Labor Code sections 201 and 202, the employer is liable for waiting time penalties in the form of one day of wages for up to 30 days.

61. Defendants failed to pay Plaintiffs and Waiting Time Penalty Class Members all wages due within the time frame specified in Labor Code sections 201 and 202.

62. Pursuant to Labor Code section 203, Plaintiffs and Waiting Time Penalty Class Members are entitled to waiting time penalties of up to 30 days' wages, in a sum according to proof, and interest thereon, reasonable attorneys' fees, and costs of the action, as provided by law.

Eighth Cause of Action
Violation of Unfair Competition Law
[On Behalf of Plaintiffs and the Class against Defendants Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, and DOES 1 through 20]

63. Plaintiffs, on behalf of themselves and Class Members, incorporate paragraphs 1 through 62 as through fully stated herein.

64. Business and Professions Code section 17200 et seq. prohibits businesses from engaging in unlawful, unfair, or fraudulent acts or practices. Defendants' failure to pay overtime

1 wages, failure to pay minimum wages, failure to provide meal periods, failure to authorize and
2 permit rest breaks, failure to reimburse business expenses, failure to provide accurate wage
3 statements, and failure to pay all wages upon separation constitutes business acts and practices that
4 are unlawful, unfair, and/or fraudulent.

5 65. Plaintiffs and Class Members have suffered injury in fact and lost money or property
6 as a result of these unlawful, unfair, and/or fraudulent business acts and practices, within the
7 meaning of Business and Professions Code section 17204.

8 66. Plaintiffs and Class Members are entitled to an injunction pursuant to Business and
9 Professions Code section 17203, ordering Defendants to cease and desist their unlawful practices.
10 Plaintiffs and Class Members are entitled to an order of restitution requiring Defendants to restore to
11 Plaintiffs and Class Members the money which Defendants have acquired by means of their
12 unlawful, unfair, and/or fraudulent business acts and practices, including overtime wages, minimum
13 wages, damages for inaccurate wages statements, and wages due upon separation, unlawfully
14 withheld from Plaintiffs and Class Members.

15 **Ninth Cause of Action**
16 **Negligent Misrepresentation**
17 **[On Behalf of Plaintiffs and Class Members against Defendants Amazon.com, Inc., Amazon**
18 **Logistics, Inc., To Be Delivered LLC and DOES 1 through 20]**

19 67. Plaintiffs, on behalf of themselves and Class Members, incorporate paragraphs 1
20 through 33 as through fully stated herein.

21 68. Defendants represented, and continue to represent, to Plaintiffs and Class Members
22 that they would receive an hourly rate of pay for ten hours worked per shift regardless of whether
23 they finish their deliveries early and work less than their scheduled ten hours, i.e., a de facto day rate
24 and/or de facto salary.

25 69. Defendants' representation that Plaintiffs and Class Members would receive an
26 hourly rate of pay for ten hours worked per shift regardless of whether they finish their deliveries
27 early and work less than their scheduled ten hours, i.e., a de facto day rate and/or de facto salary, was
28 not true.

70. Defendants had no reasonable grounds for believing the representation was true when

Defendants made it.

71. Plaintiffs and Class Members reasonably relied on Defendants' representation.

72. Plaintiffs and Class Members were economically harmed and their reliance on Defendants' representation was a substantial factor in causing economic harm.

Tenth Cause of Action

Violation of Private Attorneys General Act

[On Behalf of Plaintiffs Henderson and Robbins and Similarly Situated Aggrieved Current and Former Non-exempt Hourly Employees against Defendants Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, Magruder Taylor, Jose Rose, and DOES 1 through 20]

73. Plaintiffs incorporate paragraphs 1 through 33 as through fully stated herein.

74. Plaintiffs have fully and completely exhausted their administrative remedies under the Private Attorneys General Act ("PAGA") prior to proceeding with this PAGA action. On July 12, 2022, Plaintiffs filed their PAGA Notice online with the Labor Workforce Development Agency ("LWDA") and sent a letter by certified mail to Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, Magruder Taylor, and Jose Rose setting forth the facts and theories of the violations alleged against them, as prescribed by Labor Code section 2698 et seq. (Exhibit A.) As required by PAGA, Plaintiffs submitted the \$75.00 filing fee with the LWDA. Since 65 calendar days have elapsed from the filing of the PAGA notice, all administrative prerequisites have been satisfied.

75. During all, or a portion, of the one-year period prior to Plaintiffs filing notice of their claims with the LWDA, Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, Magruder Taylor, and Jose Rose failed to pay Plaintiffs and similarly situated aggrieved current and former non-exempt hourly employees overtime wages for hours worked in excess of eight hours in a workday and in excess of forty hours in a workweek in violation of Labor Code sections 204, 510, 515, 1194, and 1198, 8 California Code of Regulations section 11090, paragraph 3, and Industrial Welfare Commission Wage Order Number 9, paragraph 3.

76. During all, or a portion, of the one-year period prior to Plaintiffs filing notice of their claims with the LWDA, Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, Magruder Taylor, and Jose Rose failed to pay Plaintiffs and similarly situated aggrieved current and former non-exempt hourly employees at least the minimum wage rate for all hours worked in violation of Labor Code sections 204, 1194, 1194.2, 1197, and 1198, 8 California Code of

1 Regulations section 11090, paragraph 4, and Industrial Welfare Commission Wage Order Number 9,
2 paragraph 4.

3 77. During all, or a portion, of the one-year period prior to Plaintiffs filing notice of their
4 claims with the LWDA, Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC,
5 Magruder Taylor, and Jose Rose failed to provide Plaintiffs and similarly situated aggrieved current
6 and former non-exempt hourly employees accurate wage statements in violation of Labor Code
7 section 226, subdivision (a), 8 California Code of Regulations section 11090, paragraph 7, and
8 Industrial Welfare Commission Wage Order Number 9, paragraph 7.

9 78. During all, or a portion, of the one-year period prior to prior to Plaintiffs filing notice
10 of their claims with the LWDA, Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC,
11 Magruder Taylor, and Jose Rose failed to pay Plaintiffs and similarly situated aggrieved former non-
12 exempt hourly employees all wages due immediately at the time of discharge, layoff, or resignation
13 made with at least 72 hours' notice, or within 72 hours of resignation made without 72 hours' notice
14 in violation and failed to pay corresponding waiting time penalties in violation of Labor Code
15 sections 201, 202, and 203.

16 79. Plaintiffs seek to recover PAGA civil penalties for Plaintiffs and similarly situated
17 aggrieved current and former non-exempt hourly employees through a representative action as
18 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
19 969.

20 80. Labor Code sections 2699, subdivision (f), and 558 impose civil penalties for
21 violations of Labor Code sections 201, 202, 203, 204, 226, 510, 515, 1194, 1194.2, 1198, 8
22 California Code of Regulations section 11090, paragraphs 3, 4, and 7, and Industrial Welfare
23 Commission Wage Order Number 9, paragraphs 3, 4, and 7. The civil penalty applicable for a
24 violation of each Labor Code section is one hundred dollars (\$100) per pay period, per aggrieved
25 employee for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
26 pay period for each subsequent violation.

27 81. As a result of the violations alleged, Plaintiffs, on behalf of themselves and similarly
28 situated aggrieved current and former non-exempt hourly employees, seek all civil penalties

1 available pursuant to Labor Code section 2699, including all civil penalties, attorneys' fees,
2 expenses, and costs of suit as
3 provide by law.

4 WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members and on behalf of
5 themselves, the LWDA, and other aggrieved current and former employees, request a jury trial on
6 issues triable by a jury and pray for relief as follows:

7 1. For an order certifying that this action may be maintained as a class action against
8 Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, which also appoints Plaintiffs
9 and their counsel to represent the Class Members and directs that notice be given to the Class
10 Members;

11 2. For all unpaid overtime wages pursuant to Labor Code sections 204, 510, 515, 1194,
12 and 1198, 8 California Code of Regulations section 11090, paragraph 3, and Industrial Welfare
13 Commission Wage Order Number 9, paragraph 3;

14 3. For at least the minimum wage rate for all hours worked pursuant to Labor Code
15 sections 204, 1194, 1194.2, 1197, and 1198, 8 California Code of Regulations section 11090,
16 paragraph 4, and Industrial Welfare Commission Wage Order Number 9, paragraph 4.

17 4. For one hour of pay at the regular rate of compensation for each workday in which a
18 meal period violation occurred pursuant to Labor Code section 226.7, 8 California Code of
19 Regulations section 11090, paragraph 11, and Industrial Welfare Commission Wage Order Number
20 9, paragraph 11;

21 5. For one hour of pay at the regular rate of compensation for each workday in which a
22 rest period violation occurred pursuant to Labor Code section 226.7, 8 California Code of
23 Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number
24 9, paragraph 12;

25 6. For reimbursement of business expenses pursuant to Labor Code section 2802;

26 7. For actual damages or statutory penalties for inaccurate wage statements pursuant to
27 Labor Code section 226, 8 California Code of Regulations section 11090, paragraph 7, and Industrial
28 Welfare Commission Wage Order Number 9, paragraph 7;

8. For waiting time penalties of up to 30 days' wages pursuant to Labor Code sections 201, 202, and 203;

9. For restitution and disgorgement to the extent permitted by law as authorized by Business and Professions Code sections 17200 et seq.;

10. For an injunction pursuant to Business and Professions Code section 17203, ordering Defendants to cease and desist their unlawful practices

11. For all other statutory penalties under applicable law;

12. For all other economic damages for negligent misrepresentation;

13. For an order maintaining this claim as a representative action under PAGA and providing Plaintiffs and their counsel with all enforcement capability as if this action had been instituted by the LWDA, Division of Labor Standards Enforcement, and/or Labor Commissioner;

14. For recovery of all civil penalties against Amazon.com, Inc., Amazon Logistics, Inc., To Be Delivered LLC, Magruder Taylor, and Jose Rose, and each of them, jointly and severally where applicable, during the applicable limitations period for unpaid overtime wages, for failure to pay all wages, including minimum wages, for failure to provide accurate wage statements, and for failure to pay all wages due upon separation as permitted by the Labor Code;

15. Pre-judgment and post-judgment interest as provided by law;

16. For attorneys' fees and costs of suit pursuant to Labor Code sections 226, 218.5, 1194, 1198, 2699, subdivision (g)(1), Code of Civil Procedure section 1021.5, and as otherwise provided by law; and

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17. Such other and further relief that the court may deem just and proper.

Dated: March 28, 2025

The Co Law Firm

/s/ Patrick Co

Patrick R. Co

Attorney for Plaintiffs Nicholas Henderson,
Brandon Robbins, and Juan Garcia, on behalf of
themselves and on behalf of all persons
similarly situated, and on behalf of themselves,
the Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Dated: March 28, 2025

Law Office of G. Martin Velez

/s/ Martin Velez

G. Martin Velez

Attorney for Plaintiffs Nicholas Henderson,
Brandon Robbins, and Juan Garcia, on behalf of
themselves and on behalf of all persons
similarly situated, and on behalf of themselves,
the Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Demand For Jury Trial

Plaintiffs hereby demand a jury trial on issues triable to a jury.

Dated: March 28, 2025

The Co Law Firm

/s/ Patrick Co

Patrick R. Co

Attorney for Plaintiffs Nicholas Henderson,
Brandon Robbins, and Juan Garcia, on behalf of
themselves and on behalf of all persons
similarly situated, and on behalf of themselves,
the Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Dated: March 28, 2025

Law Office of G. Martin Velez

/s/ Martin Velez

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Attorney for Plaintiffs Nicholas Henderson,
Brandon Robbins, and Juan Garcia, on behalf of
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