

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT
AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Agreement”) encompasses the action *Schneider v. SDLA Courier Service, Inc. et al.*, Ventura County Superior Court Case No. 2023CUOE012330 (“Action”).

This Agreement is entered into between plaintiffs JACOB SCHNEIDER and SAMANTHA PETERS (“Plaintiffs”), individually and on behalf of all others similarly situated, as well as on behalf of the State of California in their capacity as private attorneys general, on the one hand, and defendants AMAZON LOGISTICS, INC. and AMAZON.COM SERVICES LLC (collectively, the “Amazon Defendants”), on the other hand (“Plaintiffs” and the “Amazon Defendants,” collectively, the “Parties”). This Agreement expressly does not relate to or affect any claims in the Action against defendant SDLA COURIER SERVICE, INC. (“SDLA”), which is not a party to this Agreement.

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, Aggrieved Employees, and State of California.

I. DEFINITIONS

1. Action

“Action” means the civil action filed by Plaintiff Schneider entitled *Schneider v. SDLA Courier Service, Inc. et al.*, Ventura County Superior Court Case No. 2023CUOE012330.

2. Administrator

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

3. Administration Expenses Payment

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

4. Amazon Defendants

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

5. Aggrieved Employees

“Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of SDLA within the State of California at any time during the PAGA Period.

6. Class Counsel

“Class Counsel” means Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation, who, subject to Court approval, shall act as counsel for the Class and Plaintiffs in their representative capacity on behalf of the State of California.

7. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

“Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment” 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.

8. Class Data

“Class Data” means information regarding Class Members compiled from SDLA’s records and provided to the Administrator in a Microsoft Excel spreadsheet, including each Class Member’s: (a) full name; (b) last known address; (c) Social Security number; (d) number of Eligible Workweeks; and (e) number of Eligible Pay Periods for each Class Member and each Aggrieved Employee. As part of the Court’s order granting Preliminary Approval, the Court will order SDLA to produce the Class Data to the Amazon Defendants so that the Class Data can be timely produced to the Administrator.

9. Class Members

“Class Members” means all current and former hourly-paid or non-exempt employees of SDLA within the State of California at any time during the Class Period.

10. Class Period

“Class Period” means the period from January 5, 2019, through August 10, 2024, subject to section III.7.

11. Class Representatives

“Class Representatives” means Plaintiffs Jacob Schneider and Samantha Peters.

12. Class Representative Service Payments

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

13. 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 PAGA, and claims under the Fair Labor Standards Act (“Class Representatives' Released Claims”). Class Representatives' Released Claims also include 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, Family and Medical Leave Act, Americans with Disabilities Act, Fair Credit Reporting Act, 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' relationship, or termination of 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 the 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. Class Representatives' Released Claims does not extend to any claims or actions to enforce this Agreement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or to any claims based on occurrences outside the Class Period.

14. Complaint

“Complaint” means the complaint filed by Plaintiff Jacob Schneider in the Action on August 7, 2023.

15. Court

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

16. 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; (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.

17. Eligible Pay Periods

“Eligible Pay Period” means any pay period in which an Aggrieved Employee worked for any amount of time for SDLA during the PAGA Period according to SDLA’s records.

18. Eligible Workweek

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

19. Final Approval Hearing

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

20. 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).

21. Gross Settlement Amount

“Gross Settlement Amount” means the total maximum amount payable under the terms of this Agreement, which includes: (a) Individual Class Payments to Participating Class Members; (b) payment of Administration Expenses Payment to the Administrator as approved by the Court; (c) Class Representative Service Payments to Plaintiffs as approved by the Court; (d) a Class Counsel Fees Payment and Counsel Litigation Expenses Payment to Counsel as approved by the Court; and (e) 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 separate and apart from the Gross Settlement Amount. The Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

22. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to Aggrieved Employees that shall, in the aggregate, comprise twenty-five percent (25%) of the PAGA Payment, namely \$50,000 of the total PAGA Payment of \$200,000, as consideration for Settlement of claims for civil penalties under PAGA.

23. Individual Class Payment

“Individual Class 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 Class Payment.

24. LWDA

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

25. LWDA PAGA Payment

“LWDA PAGA Payment” means the payment to be made to the LWDA as its seventy-five percent (75%) share of the PAGA Payment, namely \$150,000 of the total PAGA Payment of \$200,000, as consideration for settlement of claims for civil penalties under PAGA.

26. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount less Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payments, PAGA Payment, and Administration Expenses Payment. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Class Payments.

27. Notice of Class Action Settlement

“Notice of Class Action Settlement” 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 Administrator will mail to each Class Member.

28. PAGA

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

29. PAGA Notice Letters

“PAGA Notice Letters” refers to the May 12, 2023 and August 11, 2025 written notices submitted by Plaintiff Jacob Schneider with the LWDA.

30. PAGA Payment

“PAGA Payment” means a gross payment in the aggregate of \$200,000 that is comprised of the LWDA PAGA Payment and all of the Individual PAGA Payments to Aggrieved Employees in settlement of all claims for PAGA penalties as defined in this Agreement.

31. PAGA Period

“PAGA Period” means the period from May 12, 2022, through August 10, 2024.

32. Participating Class Members

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

33. Parties

“Parties” means Plaintiffs and the Amazon Defendants, collectively.

34. Plaintiffs

“Plaintiffs” means Plaintiffs Jacob Schneider and Samantha Peters.

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 Administrator, which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treasury Regulation section 1.468B-1, *et seq.* The Parties agree the 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 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, and the Treasury Regulations promulgated thereunder, only the Amazon Defendants shall be treated as a “transferor” (within the meaning of such term under Treasury Regulation §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 or 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 amended Complaints and PAGA Notice Letter (“Released Class Claims”). The Released Class Claims include, but are not limited to, any claim for: (a) unpaid wages, including claims for minimum, overtime, and double-time 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; (b) meal period violations, including claims for late, short, interrupted, and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates and alleged failure to properly record meal breaks; (c) rest break violations, including claims for late, short, interrupted, missed, on premises, or improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (d) improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)–(9); (e) untimely payment of final wages under Labor Code sections 201–203; (f) failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and applicable IWC Wage Order; (g) unreimbursed business expenses; (h) untimely wage payments to current employees under Labor Code section 204; (i) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code section 17200, et seq. based on any of the facts and violations alleged in the Action or the PAGA Notice Letters; (j) 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 in the Action or the PAGA Notice Letters; and (k) any other class claims alleged in the First Amended Complaint to be filed pursuant to section II.1 below. The period of the Released Class Claims will be the Class Period. Except as set forth in Paragraph I.38 of this Agreement, the Participating Class Members do not release any 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.

38. Released PAGA Claims

“Released PAGA Claims” shall mean all claims and causes of action for PAGA 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 the PAGA Notice Letters for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and sections of the applicable wage order, including sections 3, 4, 11, and 12, as well as any and all claims for attorneys’ fees, litigation costs, and interest allocated to those claims (“Released PAGA Claims”).

The Released PAGA Claims include: (a) claims for unpaid wages, including claims for minimum, overtime, and double-time 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; (b) claims for meal period violations, including claims for late, short, interrupted, and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates and alleged failure to properly record meal breaks; (c) claims for rest break violations, including claims for late, short, interrupted, missed, on premises, or improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (d) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)–(9); (e) claims for untimely payment of final wages under Labor Code sections 201–203; (f) claims regarding the alleged failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and applicable IWC Wage Order; (g) claims for unreimbursed business expenses; (h) claims for untimely wage payments to current employees under Labor Code section 204; and (i) any other claims and penalties under the wage and hour laws alleged in the Action and in the PAGA Notice Letters. The period of the Released PAGA Claims will be the PAGA Period.

39. Released Parties

“Released Parties” means the Amazon 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. “Released Parties” do not include SDLA or any of its 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 letter setting forth a Class Member’s name, present address, and a statement electing to be excluded from the Class portion of the Settlement. Specific details of how to submit a “Request for Exclusion” will be provided by the Notice of Class Action Settlement.

41. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve written objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. The Response Deadline for Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Administrator shall be fifty-five (55) calendar days after the Administrator’s initial mailing of the Notice of Settlement to Class Members, or fourteen (14) calendar days after the re-mailing, whichever date is later.

42. Settlement

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

II. RECITALS

1. Procedural History.

On May 12, 2023, Plaintiff Schneider provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code that he contends were violated and the theories supporting the contentions.

On August 7, 2023, Plaintiff Schneider filed a representative PAGA action in the Superior Court of California, County of Ventura, that was predicated on the alleged: (a) failure to pay minimum and overtime wages; (b) failure to provide meal periods and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure to provide complete and accurate wage statements; (f) failure to provide paid sick days; and (g) failure to reimburse business expenses.

After engaging in discovery, investigations, and negotiation, on May 20, 2025, the Parties attended mediation with the experienced mediator Lisa Klerman that resulted in a tentative settlement. However, the settlement does not include SDLA.

In line with the settlement, on August 11, 2025, Plaintiff Schneider provided an amended written notice to the LWDA and Defendant that added Plaintiff Peters as a named representative and updated the factual allegations.

Plaintiff Schneider then filed a First Amended Complaint that adjusted the “aggrieved employees” definition, added wage-and-hour class action causes of action, and added Plaintiff Peters as a named plaintiff. The Amazon Defendants will not be required to respond to the First Amended Complaint.

Before the mediation and to advance the mediation, SDLA produced extensive documentation including time and pay data, policy documents, class size information, pay period and workweek information and information regarding the hourly rates. SDLA 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.

The Amazon 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 the Amazon Defendants as to the merits or lack thereof of the claims asserted in the Actions. The Amazon Defendants contend, among other things, that, at all times, each of them has complied with all applicable state, federal and local laws related to the Class Members' and Aggrieved Employees' employment with SDLA. The Amazon Defendants specifically deny that either of them employed any of the Class Members and Aggrieved Employees. The Amazon Defendants further deny any joint-employer relationship with SDLA. Nevertheless, the Amazon 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 the Amazon Defendants collectively or individually, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to 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 either of the Amazon 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.

Plaintiffs are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by the Amazon Defendants and SDLA. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with the Amazon Defendants is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by the Amazon Defendants, uncertainties regarding a class trial, and numerous potential appellate issues. Although the Amazon Defendants deny any liability, each of them is 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 Action on the terms set forth herein.

2. Benefits of Settlement to Class and Aggrieved Employees.

Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes 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 the Amazon 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 could result in an order compelling arbitration and preclude the Action from proceeding on a class or representative basis. Plaintiffs and Class Counsel have considered the Amazon Defendants' agreement to enter into a settlement that confers substantial relief upon the Class Members and Aggrieved Employees. 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 Aggrieved Employees in light of all known facts and circumstances, including the risk of delay, defenses asserted by the Amazon Defendants, numerous potential appellate issues, and other risks inherent in litigation.

3. Amazon Defendants' Reasons for Settlement.

The Amazon Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of the Amazon 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. The Amazon Defendants have also taken into account the risks of further litigation in reaching the decision to enter into this Settlement. Even though the Amazon Defendants continue to contend that neither of them is liable or jointly and severally liable for any of the claims set forth by Plaintiffs in the Action, the Amazon Defendants have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action. The Amazon Defendants contend that both of them have complied with all applicable state, federal, and local laws.

4. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. The Amazon 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 Aggrieved Employees 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 either of the Amazon 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.

III. TERMS OF AGREEMENT

1. Release as to All Participating Class Members.

Effective on the date when the entire Gross Settlement Amount and all employer payroll taxes on the wage portion of the Individual Class Payments are funded, 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 for the Class Period. These releases will take effect whether or not a Participating Class Member receives his or her Individual Class Payment or cashes and deposits any check for the Individual Class Payment.

2. Release as to All Aggrieved Employees.

Effective on the date when the entire Gross Settlement Amount and all employer payroll taxes on the wage portion of the Individual Class Payments are funded, as representative of the State of California and on behalf of the LWDA and the Aggrieved Employees, Plaintiffs fully and finally release the Released Parties from the PAGA Released Claims for the PAGA Period. These

releases will take effect whether or not a Aggrieved Employee receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

3. Release of Claims by Plaintiffs.

Effective on the date when the entire Gross Settlement Amount and all employer payroll taxes on the wage portion of the Individual Class Payments are funded, Plaintiffs release the Released Parties from all the Class Representatives' Released Claims. Plaintiffs' releases set forth herein include a waiver of all rights under Civil Code section 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 SDLA and alleged employment with the Defendants.

4. Preliminary Approval of Settlement.

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. Plaintiffs shall obtain a hearing before the Court on a date agreed upon by all counsel to request the preliminary approval of the Settlement and the entry of a Preliminary Approval Order: (a) conditionally certifying the

Class for settlement purposes only; (b) preliminarily approving the proposed Settlement; (c) requiring SDLA to produce the Class Data to the Amazon Defendants no later than fourteen (14) calendar days of the Court's Preliminary Approval order; and (d) setting a date for final approval of the Settlement. Class Counsel agrees to provide the Amazon Defendants' counsel with drafts of the Motion for Preliminary Approval and any other documents Plaintiffs intend to submit in support of their Motion for Preliminary Approval in advance of the filing of such documents at least fourteen (14) calendar days before filing to allow the Amazon Defendants' counsel a reasonable time to review and comment on such papers and further agrees to reasonably consider incorporating the comments from the Amazon Defendants' counsel. 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 the Amazon 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 Labor Code section 2699(*I*), provide notice of the proposed Settlement to the LWDA. The Parties intend and believe that the notice pursuant to the procedures described in this section complies with the requirements of the PAGA.

5. Administrator.

No later than thirty-five (35) calendar days of the Court granting Preliminary Approval of this Agreement, the Amazon Defendants shall provide the Administrator with the Class Data based on SDLA's records for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Court's order granting Preliminary Approval shall require SDLA to produce to the Amazon Defendants the Class Data no later than fourteen (14) calendar days of the Court's Preliminary Approval order so that the Class Data can be timely provided to the Administrator. The Administrator shall maintain the Class Data 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 Data is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Administrator or Class Counsel for any other purpose. The Parties agree that the Class Data 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 Data, the Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days of receipt of the Class Data, the Administrator will mail copies of the Notice of Class Action Settlement in English and Spanish to all Class Members via regular First-Class U.S. Mail. The 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 Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form

of the proposed Notice of Class Action Settlement 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 Notice of Class Action Settlement returned to the 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 Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other 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 no later than ten (10) calendar days of receiving notice that a notice was undeliverable.

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

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

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the 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 Notice of Class Action Settlement 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: (a) contain the full name, address, and telephone number of the Class Member requesting exclusion; (b) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (c) be signed by the Class Member; and (d) be postmarked by the Response Deadline and returned to the 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 requests to be excluded from the class portion of the Settlement will not be entitled to any recovery under the Class portion of the Settlement and will not be bound by the terms of the Class portion of the Settlement or have any right to object to or appeal the Class portion of the Settlement. However, any Request for Exclusion has no effect on the PAGA portion of this Settlement; Aggrieved Employees cannot request exclusion from the PAGA Settlement and will receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion. Any Class Member who fails 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) calendar days after the Response Deadline, the 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 Notice of Class Action Settlement shall state that Class Members who wish to object to the Settlement may do so in person (or by 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 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: (a) the full name, address, and telephone number of the objecting Class Member; (b) the factual and/or legal basis for the objection; and (c) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the 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 the Amazon Defendants with that 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 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 Requests for Exclusion, or to appeal from the Court's Final Judgment.

7. Gross Settlement Amount and Escalator Provision.

The Amazon Defendants shall pay a non-reversionary amount not to exceed \$2,210,000 as the Gross Settlement Amount to resolve the Action on a class and representative basis. This settlement is based on 130,000 Eligible Workweeks, 4,798 Class Members, 1,651 Aggrieved Employees, and 29,717 Eligible Pay Periods through May 20, 2025. In the event that the actual number of Eligible Workweeks in the Class Period exceeds 130,000 by more than 10% (*i.e.*, more than 143,000), then at the Amazon Defendants' option, either: (a) the Gross Settlement Amount shall increase by the same number of percentage points above 10% that the actual number of workweeks exceeds the estimate (*i.e.*, if the workweeks during the Class Settlement Period are 144,300, which is 11% greater than the estimate at mediation, then the Gross Settlement Amount shall increase by 1% to \$2,232,100); or (b) the Class Period shall end as of the date the Eligible Workweeks during the Class Period reach 143,000 Eligible Workweeks.

8. Funding of the Qualified Settlement Fund.

No later than the Effective Date, the Administrator shall send the Amazon Defendants' counsel electronic wiring instructions for paying the entire Gross Settlement Amount and amount to be sent to the QSF for the employer payroll taxes. No later than forty-five (45) business days after the Effective Date, the QSF shall be funded with the Gross Settlement Amount and employers payroll taxes.

9. Net Settlement Amount.

The Net Settlement Amount will be determined by the Administrator by subtracting the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, PAGA Payment, and Administration Expenses Payment from the Gross Settlement Amount.

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

10. Individual Class Payments.

Individual Class Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (a) by using the Class Data, the Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Period, which shall be known as the workweek total; (b) the Administrator will then divide the Net Settlement Amount by the Eligible Workweeks total to determine the settlement value for each Eligible Workweek ("Workweek Value"); and (c) the Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member's Individual Class Payment.

Individual Class Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address no later than fifteen (15) calendar days after the full funding of the Gross Settlement Amount.

11. PAGA Payments.

A total amount of \$200,000 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 (\$150,000) will be the LWDA PAGA Payment to be paid to the LWDA and the remaining twenty-five (25%) of this amount (\$50,000) shall be distributed to the Aggrieved Employees 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 the Amazon Defendants be required to pay in excess of the Gross Settlement Amount. The LWDA PAGA Payment will be paid to the LWDA no later than fifteen (15) days after the full funding of the Gross Settlement Amount.

The remaining twenty-five percent (25%) of the PAGA Payment to be distributed to the Aggrieved Employees 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 Period. Individual PAGA Payments will be calculated pursuant to the settlement formula as follows: (a) by using the Class Data, the Administrator will compute the total number of Eligible Pay Periods of all Aggrieved Employees collectively during the PAGA Period, which shall be known as the pay period total; (b) the Administrator will then divide the twenty-five percent (25%) of the PAGA Payment (\$50,000) by the Eligible Pay Period total to determine the settlement value for each Eligible Pay Period ("Pay Period Value"); and (c) the Administrator will multiply the number of Eligible Pay Periods of an Aggrieved Employee during the PAGA Period by the Pay Period Value to determine that Aggrieved Employees' Individual PAGA Payment. The Individual PAGA Payments shall be

mailed by regular First-Class U.S. Mail to each Aggrieved Employee's last known mailing address no later than fifteen (15) calendar days after the full funding of the Gross Settlement Amount.

12. Class Representative Service Payments.

Plaintiffs will make an application to the Court for a Class Representative Service Payments of up to \$20,000 (\$10,000 to each Plaintiff). The Class Representative Service Payments shall be paid to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after the full funding of the Gross Settlement Amount. The Class Representative Service Payments shall be in addition to the Plaintiffs' Individual Class Payments as Class Members and Individual PAGA Payments as Aggrieved Employees. Any amount requested by Plaintiffs for the Class Representative Service Payments that is not granted by the Court shall return 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 Representative Service Payments, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis. The Administrator will pay the Class Representative Service Payments using an IRS Form 1099.

13. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

Class Counsel will file a motion for attorneys' fees in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount, not to exceed \$773,500 and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, not to exceed \$40,000, to be paid from the Gross Settlement Amount. Class Counsel shall be paid the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than fifteen (15) calendar days after the full funding of the Gross Settlement Amount. Any amount requested by Class Counsel for the Class Counsel Fees Payment and Class Counsel Litigation

Expenses Payment 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. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis. Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Form 1099.

14. Tax Treatment.

The 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. All Individual Class Payments shall be allocated as follows: thirty-three percent (33%) wages and expenses and sixty-seven (67%) penalties and interest. The thirty-three percent (33%) portion of Individual Class Payments subject to required withholdings and deductions by the Administrator shall be reported on IRS 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 Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as one hundred percent (100%) penalties, for which IRS Forms 1099 will be issued if required. The Administrator shall issue IRS Forms 1099 if required for the remaining payments under this Agreement. Plaintiffs, any Participating Class Member, and any Aggrieved Employee who receives any Individual Class 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, Aggrieved Employees, 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. The Amazon Defendants make no representation, and it is understood and agreed that the Amazon Defendants have made no representation, as to the taxability to any Class Members of any portion of the Individual Class Payments, to any Aggrieved Employees regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Service Payments to the Class Representatives. The Notice will advise each Class and Aggrieved Employee to seek his/her own personal tax advice prior to acting in response to the Notice, and the Amazon Defendants, the Class Representatives, and Class Counsel agree that each Class and Aggrieved Employee will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

15. 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: (a) 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); (b) the acknowledging party (i) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (ii) has not entered into this Agreement based upon the recommendation of any other

party or any attorney or advisor to any other party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (c) no attorney or advisor 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.

16. Unclaimed Settlement Payment(s).

After one hundred and eighty (180) calendar days of the mailing of the Individual Class Payment and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Class 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 Aggrieved Employee who did not cash his or her Individual Class Payment or Individual PAGA Payment check. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash their Individual Class Payments, and the Amazon Defendants will not be required to pay any interest on said amount.

As part of the administration, ninety (90) calendar days before the Individual Class Payment and Individual PAGA Payment checks expire, the Administrator shall mail reminder postcards to those Participating Class Members and Aggrieved Employees whose settlement checks were not returned undeliverable and who have not cashed their checks.

17. Administration Expenses Payment.

The Parties agree to allocate up to \$35,000 of the Gross Settlement Amount for Administration Expenses Payment but acknowledge that actual costs may rise if the number of class members is higher than indicated. Upon filing the motion for final approval, Plaintiffs will request the Court to award an amount equal to the actual administration costs. 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 Administrator shall be paid the Administration Expenses Payment no later than fifteen (15) calendar days after the full funding of the Gross Settlement Amount.

18. Administrator's Responsibilities.

In addition to establishing the Qualified Settlement Fund, the Administrator shall be responsible for the following: (a) creating a plan of settlement administration and settlement fund distribution; (b) using the Class Data to calculate each Class Member's approximate Individual Class Payment and each Aggrieved Employee's Individual PAGA Payment; (c) translating the Notice of Class Action Settlement into Spanish; (d) ascertaining the identity and whereabouts of the Class Members and mailing the Notice of Class Action Settlement to them; (e) communicating with Class Members as necessary; (f) printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and Aggrieved Employees; (g) receiving and reporting requests for exclusion and objections; (h) processing and mailing payments to Plaintiffs, Class Counsel, Participating Class Members, the LWDA, and Aggrieved Employees; (i) notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members' Individual Class Payments or Aggrieved Employees' Individual PAGA Payments; (j) complying with all tax-reporting notice and filing requirements; (k) carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; (l) providing declaration(s)

as necessary in support of preliminary and/or final approval of this Settlement; (m) providing status reports as needed, among other administrative duties; and (n) other tasks as the Parties mutually agree or the Court orders the Administrator to perform. The Administrator shall keep the Parties timely apprised of the performance of all Administrator responsibilities.

Neither the Amazon Defendants nor their counsel will have any responsibility for validating or ensuring the accuracy of the Administrator's work. Plaintiffs, Class Counsel, the Amazon Defendants, and the Amazon Defendants' counsel shall bear no responsibility for any errors or omissions in the calculation or distribution of the Individual Class Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

19. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for the: (a) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (b) Class Representative Service Payments; (c) Individual Class Payments; (d) PAGA Payments; and (e) Administration Expenses Payment.

20. Final Approval Order.

Plaintiffs will request, and the Amazon 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: (a) certify the Class; (b) find that this Agreement is fair, just, adequate, and in the best interests of the Class; and (c) 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 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, supporting declarations, and exhibits

thereto, for final approval by the Court. Class Counsel agrees to provide the Amazon Defendants' counsel with drafts of all documents Plaintiffs intend to submit in support of the Motion for Final Approval and application for attorneys' fees and costs in advance of the filing of such documents at least fourteen (14) calendar days in advance of filing to allow the counsel for the Amazon Defendants a reasonable time to review and comment on such papers, and further agrees to reasonably incorporate the comments from counsel for the Amazon 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.

21. Nullification of Settlement.

In the event: (a) the Court denies preliminary approval of the Settlement; (b) the Court denies final approval of the Settlement; (c) the Court declines to enter a final judgment as provided herein; or (d) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

If the number of valid Requests for Exclusion identified by the Administrator exceeds five percent (5%) of the total of all Class Members, the Amazon Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that if the Amazon Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided the Amazon Defendants will remain responsible for paying all settlement administration costs incurred to that point. Amazon Defendants must notify Class Counsel and the Court of their selection to withdraw no later than ten (10) calendar days after the Administrator sends the final weekly report. A late election will have no effect.

22. 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 the Amazon 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.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (b) the Amazon Defendants are liable to Plaintiffs or any Class Member or any Aggrieved Employee other than according to the Settlement's terms. In the event the Settlement is not approved or voided, the Amazon Defendants expressly reserve all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes.

23. 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. 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 Aggrieved Employees regarding the approval), or otherwise publicize the settlement. Nothing herein restricts Class Counsel from fulfilling its duties to Class and Aggrieved Employees. 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 of 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.

24. No Effect on Employee Benefits.

Any Class Representative Service Payments, Individual Class Payment, and Individual PAGA Payment 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.) of Plaintiffs, Participating Class Members, or Aggrieved Employees. The Parties agree that any Class Representative Service Payments, Individual Class Payments, and Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and Aggrieved Employees 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. Furthermore, any Class Representative Service Payments, Individual Class Payments, and Individual PAGA Payments 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.

25. No Admission by the Amazon Defendants.

The Amazon 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. The Amazon Defendants expressly deny that either of them was the joint employer of Plaintiffs, Class Members, or Aggrieved Employees. This Agreement is not a concession or admission and shall not be used against the Amazon Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by the Amazon Defendants.

26. 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 they do not currently represent any current or former delivery drivers who worked for SDLA in connection with any other filed or anticipated claims, charges, grievances, or complaints against the Amazon Defendants. Class Counsel 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 the Amazon Defendants.

27. Exhibit and Headings.

The terms of this Agreement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit 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.

28. Interim Stay of Proceedings.

The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330. The Parties further agree that upon the signing of this Agreement, they will extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

29. 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.

30. Entire Agreement.

This Agreement and any attached Exhibit 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 Exhibit other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibit. 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.

31. 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 the Amazon Defendants represent and warrant that they are authorized to sign this Agreement on behalf of the Amazon Defendants. Plaintiffs represent and warrant that they are authorized 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.

32. 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.

33. California Law Governs.

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

34. 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.

35. Jurisdiction of the Court.

Pursuant to 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 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.

36. 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 representatives of the State of California, and the Amazon Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF JACOB SCHNEIDER

Dated: 01/05/2026

By: *Jacob Schneider*
Plaintiff Jacob Schneider

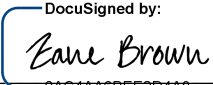
PLAINTIFF SAMANTHA PETERS

Dated: 01/05/2026

By: *Samantha Muller*
Plaintiff Samantha Peters

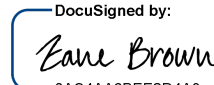
DEFENDANT AMAZON LOGISTICS, INC.

Dated: January 16, 2026

By: 
Authorized Representative

DEFENDANT AMAZON.COM SERVICES LLC

Dated: January 16, 2026

By: 
Authorized Representative

APPROVED AS TO FORM

JUSTICE LAW CORPORATION

Dated: 01/05/2026



Douglas Han
Shunt Tatavos-Gharajeh
Counsel for Plaintiffs

MORGAN, LEWIS & BOCKIUS, LLP

Dated: 01/09/2026



Max Fischer
Brian D. Fahy
Sarah Zenewicz
Eva M. Nofri
Counsel for the Amazon Defendants

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Schneider v. SDLA Courier Service, Inc. et al. (Case No. 2023CUOE012330)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants SDLA Courier Service, Inc. (“SDLA”), Amazon Logistics, Inc. and Amazon.com, LLC (“Amazon Defendants”) (SDLA and Amazon are collectively “Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Jacob Schneider and Samantha Peters (“Plaintiffs”), former employees of SDLA. The Action seeks payment of:

- (1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of SDLA within the State of California at any time during the period from January 5, 2019, through August 10, 2024 (“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 SDLA within the State of California at any time during the period from May 12, 2022, through August 10, 2024 (“Aggrieved Employees” and “PAGA Period”).

Plaintiffs and Amazon Defendants have reached a settlement in the Action. The settlement has two main parts: (1) Class portion of the Settlement requiring funding of Individual Class Payments; and (2) PAGA portion of the Settlement requiring payment of Individual PAGA Payments.

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 SDLA’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 SDLA’s records showing that you worked [REDACTED] Eligible Workweeks during the Class Period and worked [REDACTED] Eligible Pay Periods during the PAGA Period. If you believe that you worked more Eligible Workweeks or Eligible Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV 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. 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 payments to be made under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Amazon Defendants.

If you worked for SDLA 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 claims and PAGA Period penalty claims against the Amazon Defendants.
2. **Opt Out of the Class Portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion to the Administrator. 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 Amazon. 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.

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 wage claims against the Amazon Defendants covered by this settlement (Released Claims).
You Can Opt Out of the Class portion of the Settlement but not the PAGA Settlement The Opt Out Deadline is [REDACTED]	If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment. If you exclude yourself, you cannot object to any portion of the settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Individual PAGA Payments will be paid 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 portion of the Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	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 VII of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 VIII of this Class Notice.

You Can Challenge the Calculation of Your Eligible Workweeks / Eligible Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Eligible Workweeks you worked at least one (1) day during the Class Period and how many Eligible Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number Eligible Workweeks and number of Eligible Pay Periods you worked according to SDLA's records is stated on the first page of this Class Notice. See Section IV of this Class Notice.
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I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of SDLA. The Action accuses Defendants of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (PAGA). Plaintiffs are represented by attorneys Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation.

The Amazon Defendants deny violating any laws or failing to pay any wages and contends they complied with all applicable laws. The Amazon Defendants further deny that they employed or jointly employed Plaintiffs or any other employees of SDLA.

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

The Court has made no determination whether Plaintiffs or Defendants are correct on the merits. The Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement 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 that the settlement is a compromise of disputed claims. The Amazon Defendants do not admit any violations or concede the merit of any claims.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. The Gross Settlement Amount is \$2,210,000. The Gross Settlement Amount will be deposited into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

2. Court Approved Deductions from the 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 \$773,500 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$40,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to each Plaintiff (totaling \$20,000) as their Class Representative Service Payments for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payments will be the only monies that Plaintiffs will receive other than the Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$35,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$200,000 for PAGA Payment, seventy-five percent (75%) of which (\$150,000) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$50,000) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their Eligible Pay Periods.
3. Net Settlement Amount Distributed to the Participating 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 Class Payments to the Participating Class Members based on their Eligible Workweeks.
4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of thirty-three percent (33%) of each Individual Class Payment to taxable wages and expenses and sixty-seven percent (67%) to penalties and interest. The wage portion is subject to withholdings and will be reported on an IRS Form W-2. The employer payroll taxes on the wage portion are separately paid. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and 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.

5. Need to Promptly Cash Settlement 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 Class Member whose Individual Class 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 State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee. If the monies represented by your check is sent to the State of California Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Right to Object. Participating Class Members have the right to object to the Settlement, including the above-mentioned payments. The Court will consider all objections.
7. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, the Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Amazon Defendants based on the PAGA Period facts alleged in the Action.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that 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) No settlement funds will be paid; and (b) Class Members will not release any claims against the Amazon Defendants.
9. Administrator. The Court has appointed a neutral company Phoenix Class Action Administration Solutions (“Administrator”) to send this Class Notice, calculate and make payments, and process the Requests for Exclusion. The Administrator will also decide the challenges regarding the Eligible Workweeks and Eligible Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX of this Class Notice.
10. Release by the Participating Class Members. Effective on the date when the entire Gross Settlement Amount and all employer payroll taxes on the wage portion of the Individual Class Payments are funded, the Participating Class Members will be barred from asserting any of the claims released under the Settlement Agreement. The Participating Class Members will be bound by the following release:
 - a. All the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims and/or causes of action under any state or local 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 amended Complaints and PAGA Notice Letter (“Released Class Claims”).

- b. The Released Class Claims include, but are not limited to, any claim for: (i) unpaid wages, including claims for minimum, overtime, and double-time 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; (ii) meal period violations, including claims for late, short, interrupted, and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates and alleged failure to properly record meal breaks; (iii) rest break violations, including claims for late, short, interrupted, missed, on premises, or improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (iv) improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)–(9); (v) untimely payment of final wages under Labor Code sections 201–203; (vi) failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and applicable IWC Wage Order; (vii) unreimbursed business expenses; (viii) untimely wage payments to current employees under Labor Code section 204; (ix) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code section 17200 based on any of the facts and violations alleged in the Action or the PAGA Notice Letters; (x) 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 in the Action or the PAGA Notice Letters; and (xi) any other class claims alleged in the First Amended Complaint.
 - c. Except as set forth in Paragraph I.38 of the Agreement, the Participating Class Members do not release any 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. Release by the Aggrieved Employees. Effective on the date when the entire Gross Settlement Amount and all employer payroll taxes on the wage portion of the Individual Class Payments are funded, all the Aggrieved Employees will be barred from asserting PAGA claims against the Amazon Defendants even if they exclude themselves from the Settlement. The Aggrieved Employees will be bound by the following release:
- a. All the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims and causes of action for PAGA 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 the PAGA Notice Letters for violations of Labor Code

sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and sections of the applicable wage order, including sections 3, 4, 11, and 12, as well as any and all claims for attorneys' fees, litigation costs, and interest allocated to those claims ("Released PAGA Claims").

- b. The Released PAGA Claims include: (i) claims for unpaid wages, including claims for minimum, overtime, and double-time 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; (ii) claims for meal period violations, including claims for late, short, interrupted, and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates and alleged failure to properly record meal breaks; (iii) claims for rest break violations, including claims for late, short, interrupted, missed, on premises, or improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (iv) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)–(9); (v) claims for untimely payment of final wages under Labor Code sections 201–203; (vi) claims regarding the alleged failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and applicable IWC Wage Order; (vii) claims for unreimbursed business expenses; (viii) claims for untimely wage payments to current employees under Labor Code section 204; and (ix) any other claims and penalties under the wage and hour laws alleged in the Action and in the PAGA Notice Letters. The period of the Released PAGA Claims will be the PAGA Period.

12. Released Parties. The Released Parties means Amazon 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.

- a. The Released Parties do not include SDLA or any of its 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.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Individual Class Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (a) the Administrator will first compute the total number of Eligible Workweeks of all Participating Class Members; (b) the Administrator will then divide the Net Settlement Amount by the Eligible Workweeks total to determine the settlement value for each Eligible Workweek ("Workweek Value"); and (c) the Administrator will multiply the

number of Eligible Workweeks of a Participating Class Member by the Workweek Value to determine that Participating Class Member's Individual Class Payment.

2. Individual PAGA Payments. The Individual PAGA Payments will be calculated pursuant to the settlement formula as follows: (a) by using the Class Data, the Administrator will compute the total number of Eligible Pay Periods of all Aggrieved Employees collectively; (b) the Administrator will then divide the twenty-five percent (25%) of the PAGA Payment (\$50,000) by the Eligible Pay Period total to determine the settlement value for each Eligible Pay Period ("Pay Period Value"); and (c) the Administrator will multiply the number of Eligible Pay Periods of an Aggrieved Employee by the Pay Period Value to determine that Aggrieved Employees' Individual PAGA Payment.
3. Eligible Workweek / Eligible Pay Period Challenges. The number of Eligible Workweeks you worked for SDLA during the Class Period and the number of Eligible Pay Periods you worked during the PAGA Period, as recorded in SDLA's records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Eligible Workweeks and/or Eligible 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 IX 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 the Amazon Defendant's calculation of Eligible Workweeks and/or Eligible Pay Periods based on SDLA'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 Eligible Workweek and/or Eligible Pay Period challenges based on your submission and on input from Class Counsel and Defense Counsel. The Administrator's decision is final. You cannot appeal or challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via First-Class U.S. Mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. **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 IX of this Class Notice has the Administrator's contact information.**

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter containing your full name, address, and telephone number, statement expressing that you elect to be excluded from the Settlement, and your signature. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Schneider v. SDLA Courier Service, Inc. et al.* (Case No. 2023CUOE012330), and include your identifying information (full name,

address, and 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 by [REDACTED], or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and/or Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator the factual and/or legal basis for the objection and whether you intend to appear at the Final Approval Hearing. Make sure you identify the Action as *Schneider v. SDLA Courier Service, Inc. et al.* (Case No. 2023CUOE012330) and include your full name, address, and telephone number. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney 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 VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. 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 J4 of the Superior Court of California, County of Ventura located at 800 South Victoria Avenue Ventura, California 93009. 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, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that 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.

IX. 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://ventura.ecourt.com/public-portal/?q=node/386> and entering the Case No. 2023CUOE012330. You can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

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

Class Counsel:

Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. 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. If your check is already void, you should consult the State of California Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

XI. 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.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is ccastro@justicelawcorp.com.

On March 3, 2026, I served the foregoing document described as

CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE

for the following case: **Schneider v. SDLA Courier Service, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-954685-23**
Court Case No.: 2023CUOE012330
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 3, 2026, at Pasadena, California.



Christina Castro