

CLASS, COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT**AND RELEASE**

Plaintiffs Randy Curran, Cierra Woolen, Luisa Mazon, Robert Ramirez, Linda Fang, and Alexis Bell (collectively “**Plaintiffs**”) and Amazon.com, Inc., Amazon Logistics, Inc., Advanced Carrier Services, LLC, B-Z Conveyance, LLC, Delivery Response On-Time Parcel LLC, and OnDot LLC (collectively “**Defendants**”) hereby enter into this Class, Collective, and PAGA Representative Action Settlement and Release Agreement (“**Settlement**”) as follows:

X. RECITALS

1. In and after 2019, Plaintiffs, through counsel, notified Defendants of alleged wage-related claims under the California Labor Code and the Fair Labor Standards Act that they intended to file against Defendants on behalf of themselves and a class and collective of similarly situated individuals, and invited Defendants to explore the potential for pre-litigation resolution of those alleged claims. The Parties agreed to engage in efforts to resolve the alleged claims prior to the commencement of any lawsuit.

2. The Parties engaged in an extensive alternative dispute resolution (“ADR”) process in connection with these claims, which continued for more than three years. This process consisted of extensive ADR-related discovery, and extensive meet and conferral between the Parties. The Parties participated in two days of in-person mediation in Los Angeles, California on January 30 and February 1, 2023, overseen by experienced wage and hour mediator, Barbara Reeves of JAMS. The Parties participated in a third day of mediation on December 18, 2023, overseen by experienced mediator Dennis Clifford. Throughout this ADR process, the Parties, by and through their counsel, engaged in numerous telephonic and video discussions, as well as written correspondence and negotiations overseen by Ms. Reeves and Mr. Clifford.

3. In order to appropriately inform the ADR process, the Parties exchanged data and information in connection with the threatened claims, including payroll data as well as Amazon’s delivery data for Delivery Associates (“DA”) who were paid by Advanced Carrier Services, LLC, B-Z Conveyance, LLC, Delivery Response On-Time Parcel LLC, and OnDot LLC and

1 delivered packages to customers of Amazon.com, which counsel for all Parties reviewed and
2 analyzed extensively. This process allowed the Parties to assess the potential liability and
3 possible damages for the asserted and unasserted claims and engage in informed, good faith,
4 arms-length settlement negotiations. As a result of the ADR process (including the extensive
5 review of data), mediations, and settlement negotiations, the Parties have agreed fully and finally
6 to resolve these matters on the terms and conditions described herein.

7 4. On or around July 17, 2023, Plaintiffs filed with the LWDA and served on
8 Defendants a notice letter under Labor Code section 2699.3 stating an intention to seek PAGA
9 penalties for themselves and other aggrieved employees. On or around January ____, 2024,
10 Plaintiffs filed a Class and Collective and PAGA Representative Action in the Superior Court of
11 California, Yolo County, asserting claims under California law, the FLSA, and the PAGA.

12 5. Class Counsel has made a thorough and independent investigation of the facts and
13 law relating to the allegations in this lawsuit. In agreeing to this Settlement Agreement, Plaintiffs
14 have considered: (a) the facts developed during the mediation process and the law applicable
15 thereto; (b) the risks of continued litigation; and (c) the desirability of consummating this
16 Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that
17 the terms of this Settlement Agreement are fair and reasonable, and that it is in the best interests
18 of Plaintiffs and the Settlement Class Members and Collective Members to settle their claims
19 against Defendants and the Released Parties (as defined below) as set forth herein.

20 6. Defendants deny the allegations in this lawsuit and further deny any liability for
21 any alleged wage and hour violations or failure to pay overtime compensation. Amazon further
22 denies it is a joint employer of the DAs. Defendants are entering this Agreement to eliminate the
23 burden, risk, and expense of further litigation. This Settlement Agreement and all related
24 documents are not and shall not be construed as an admission by Defendants or any of the
25 Released Parties (as defined below) of any fault, liability, or wrongdoing, which Defendants
26 expressly deny.

9. The Parties now desire to fully, finally, and forever settle, compromise, and discharge the claims released in this Settlement.

XI. DEFINITIONS

10. **“Action”** refers to the civil action to be filed for settlement purposes, captioned *Amazon.com, Inc., et al. v. Amazon.com Inc., et al.*

12. **“ADCS Gross Settlement Amount”** means \$644,653.01 of the Gross Settlement Amount.

14. **“ADCS PAGA Amount”** means the PAGA Amount allocated *pro rata* from the Gross Settlement Amount based on the number of Workweeks worked during the PAGA by PAGA Members that were paid by ADCS to deliver packages to customers of on.com in California at any time during the PAGA period.

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1 16. **“Attorneys’ Fees and Costs”** refers to attorneys’ fees for Class Counsel’s
2 litigation and resolution of the Action in an amount not to exceed one-third of the Gross
3 Settlement Amount, as well as actual costs incurred and to be incurred by Class Counsel in the
4 Action, not to exceed \$40,000, subject to Court approval, and which shall be allocated *pro rata*
5 from the ADCS, BZCY, DROT, and ONDT Gross Settlement Amounts.

6 17. **“BZCY”** refers to B-Z Conveyance LLC.

7 18. **“BZCY Gross Settlement Amount”** means \$255,449.23 of the Gross Settlement
8 Amount.

9 19. **“BZCY Net Settlement Amount”** means the BZCY Gross Settlement Amount
10 less the BZCY PAGA Amount and the portion of the BZCY Gross Settlement Amount approved
11 as payment toward Attorneys’ Fees and Costs.

12 20. **“BZCY PAGA Amount”** means the PAGA Amount allocated *pro rata* from the
13 BZCY Gross Settlement Amount based on the number of Workweeks worked during the PAGA
14 Period by PAGA Members that were paid by BZCY to deliver packages to customers of
15 Amazon.com in California at any time during the PAGA period. **“Check-Cashing Period”** refers
16 to the 180 days that all Settlement Award checks shall remain valid and negotiable from the date
17 of their issuance.

18 21. **“Class Counsel”** refers to Lichten & Liss-Riordan, P.C.; Willig Williams &
19 Davidson; and Berger Montague PC.

20 22. **“Class Members” or “Settlement Class Members”** collectively refer to
21 Plaintiffs and all non-exempt Delivery Associates who were paid by ACDS, BZCY, DROT, and
22 ONDT to deliver packages to customers of Amazon.com in California at any time during the
23 Class Period.

24 23. **“Class Period” or “Relevant Time Period”** refers to September 6, 2018 through
25 February 3, 2023.

26 24. **“Collective Members”** means Plaintiffs and all non-exempt Delivery Associates
27 who were paid by ADCS, BZCY, DROT, and ONDT to deliver packages to customers of from

Amazon.com in California at any time during the Relevant Time Period.

25. **“Court”** refers to a mutually agreed upon jurisdiction for settlement approval.

26. **“Defendant DSPs”** refers to all delivery service provider Defendants in this action: ADCS, BZCY, DROT, and ONDT.

27. **“Defense Counsel”** refers to Seyfarth Shaw LLP (counsel for Amazon) and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (counsel for ADCS, BZCY, DROT, and ONDT).

28. **“DROT”** refers to Delivery Response On-Time Parcel LLC.

29. **“DROT Gross Settlement Amount”** means \$980,132.28 of the Gross Settlement Amount.

30. **“DROT Net Settlement Amount”** means the DROT Gross Settlement Amount less the DROT PAGA Amount and the portion of the DROT Gross Settlement Amount approved as payment toward Attorneys’ Fees and Costs.

31. **“DROT PAGA Amount”** means the PAGA Amount allocated *pro rata* from the DROT Gross Settlement Amount based on the number of Workweeks worked during the PAGA Period by PAGA Members that were paid by DROT to deliver packages to customers of Amazon.com in California at any time during the PAGA period.

32. **“DSP Gross Settlement Amounts”** collectively refers to the ADCS Gross Settlement Amount, the BZCY Gross Settlement Amount, the DROT Gross Settlement Amount, and the ONDT Gross Settlement Amount.

33. **“Effective Date”** of the Settlement shall mean the first business day after the Court’s Final Approval Order becomes Final. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally

1 concluded and no longer is subject to review by any court, whether by appeal, petitions for
2 rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or
3 otherwise, and such appeal or other review has been finally resolved in such manner that affirms
4 the judgment or order in its entirety.

5 34. **“Eligible Class Member”** means (i) Plaintiffs; (ii) Settlement Class Members
6 who do not exclude themselves from the Settlement; and (iii) Settlement Collective Members.

7 35. **“Eligible Workweeks”** means the weeks Eligible Class Members worked for
8 ADCS, BZCY, DROT, and/or ONDT as non-exempt employees in California during the
9 Relevant Time Period. Defendants’ records shall be determinative for purposes of calculating the
10 number of Eligible Workweeks.

11 36. **“Gross Settlement Amount”** means the amount of Two Million Three Hundred
12 and Forty Thousand Dollars (\$2,340,000.00), unless increased pursuant to paragraph 55 of this
13 Agreement, which shall be the maximum amount Defendants shall pay to settle this Action as
14 set forth herein, except that Defendants shall separately pay their own attorneys’ fees and costs
15 and settlement administration costs, and the Defendants shall pay the share of payroll taxes
16 attributable to the employer.

17 37. **“Individual Class Payment”** refers to the amount calculated by the Settlement
18 Administrator to be distributed to each Eligible Class Member based on the number of Eligible
19 Workweeks worked during the Class Period for the release of Released Class Claims as defined
20 herein.

21 38. **“Individual PAGA Payment”** refers to the amount calculated by the Settlement
22 Administrator to be distributed to each individual PAGA Member based on the number of
23 Workweeks worked during the PAGA Period for the release of Released PAGA Claims as
24 defined herein.

25 39. **“LWDA”** refers to the California Labor & Workforce Development Agency.

26 40. **“Notice of Class Action Settlement” or “Class Notice”** refers to the notice
27 substantially in the form attached as Exhibit A.

41. **“ONDT”** refers to OnDot LLC.

42. **“ONDT Gross Settlement Amount”** means \$459,765.48 of the Gross Settlement Amount.

43. **“ONDT Net Settlement Amount”** means the ONDT Gross Settlement Amount less the ONDT PAGA Amount and the portion of the ONDT Gross Settlement Amount approved as payment toward Attorneys’ Fees and Costs.

44. **“ONDT PAGA Amount”** means the PAGA Amount allocated *pro rata* from the ONDT Gross Settlement Amount based on the number of Workweeks worked during the PAGA Period by PAGA Members that were paid by ONDT to deliver packages to customers of Amazon.com in California at any time during the PAGA period.

45. **“PAGA Amount”** means \$70,000, which shall be allocated *pro rata* based on the number of Workweeks worked during the PAGA period by PAGA Members that were paid by ADCS, BZCY, DROT, and ONDT respectively, to arrive at the ADCS PAGA Amount, BZCY PAGA Amount, DROT PAGA Amount, and ONDT PAGA Amount.

46. **“PAGA Fund”** means twenty five percent (25%) of the PAGA Amount (not to exceed \$17,500).

47. **“PAGA Members”** collectively refers to Plaintiffs and all non-exempt Delivery Associates who were paid by ACDS, BZCY, DROT, and ONDT to deliver packages to customers of Amazon.com in California at any time during the PAGA Period.

48. **“PAGA Period”** refers to July 17, 2022 through February 3, 2023.

49. **“PAGA Settlement”** means settlement and release of the Released PAGA Claims.

50. **“PAGA Workweek Value”** means the amount determined by dividing the PAGA Fund by the total number of Workweeks worked during the PAGA Period by all PAGA Members to arrive at a value per Workweek.

51. **“Parties”** collectively refers to Plaintiffs and Defendants (each of whom are individually referred to as **“Party”**).

52. **“Qualified Settlement Fund” or “QSF”** means the account established by the Settlement Administrator and funded by the Defendants for the purpose of holding the Total Settlement Amount as well as funds paid by Defendants sufficient to enable the Settlement Administrator to pay the employer's share of payroll taxes and the Settlement Administrator's fees and costs, including those associated with Notice of Class Action Settlement and distributing all approved amounts to the proper individuals. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Court's Final Approval Order.

53. **“Releasees” or “Released Parties”** refers to:

a. For all Eligible Class Members: Amazon.com, Inc., Amazon Logistics, Inc. and all of their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under, or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

b. For the Eligible Class Members that were paid by ADCS: ADCS and all of their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under, or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

1 c. For the Eligible Class Members that were paid by BZCY: BZCY and all
2 of their present and former affiliates, divisions, members, joint venture partners, subsidiaries,
3 parents, predecessors, any merged entity or merged entities and/or its or their present and
4 former officers, partners, directors, employees, agents, attorneys, shareholders and/or
5 successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators,
6 fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees,
7 heirs, administrators, executors, representatives and/or principals thereof, and all persons or
8 entities acting by, through, under, or in concert with any of them, and any individual or entity
9 that could be jointly liable with any of them.

10 d. For the Eligible Class Members that were paid by DROT: DROT and all
11 of their present and former affiliates, divisions, members, joint venture partners, subsidiaries,
12 parents, predecessors, any merged entity or merged entities and/or its or their present and
13 former officers, partners, directors, employees, agents, attorneys, shareholders and/or
14 successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators,
15 fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees,
16 heirs, administrators, executors, representatives and/or principals thereof, and all persons or
17 entities acting by, through, under, or in concert with any of them, and any individual or entity
18 that could be jointly liable with any of them.

19 e. For the Eligible Class Members that were paid by ONDT: ONDT and all
20 of their present and former affiliates, divisions, members, joint venture partners, subsidiaries,
21 parents, predecessors, any merged entity or merged entities and/or its or their present and
22 former officers, partners, directors, employees, agents, attorneys, shareholders and/or
23 successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators,
24 fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees,
25 heirs, administrators, executors, representatives and/or principals thereof, and all persons or
26 entities acting by, through, under, or in concert with any of them, and any individual or entity
27 that could be jointly liable with any of them.

54. **“Response Deadline”** shall mean forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to Class Members. The Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator.

55. **“Settlement Administrator”** means Analytics Consulting LLC, a mutually agreed upon third-party settlement administrator proposed by the Parties, as approved by the Court.

56. **“Settlement Administration Costs”** means the costs payable from the Total Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports and declarations. The Settlement Administration Costs shall be paid from the Total Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs shall not exceed \$24,000.

57. **“Total Settlement Amount”** means \$2,364,000, which is the sum of the Gross Settlement Amount (\$2,340,000.00) and the Settlement Administration Costs (\$24,000).

58. **“Workweek”** means the weeks Class Members worked for ADCS, BZCY, DROT, and/or ONDT as a non-exempt employees in California during the Relevant Time Period. Defendants’ records shall be determinative for purposes of calculating the number of Workweeks. Partial weeks will be counted as full Workweeks.

XII. CLAIMS RELEASED BY THIS SETTLEMENT

59. **Claims Released by the Settlement Class.** Upon the Court’s Order approving this settlement, each Eligible Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release each of the respective Released Parties of and from any and all claims, rights,

demands, charges, complaints, causes of action, obligations, or liability of any and every kind that accrued to the Eligible Class Members against the Released parties while working to deliver packages to Amazon customers in the United States and while being paid by ACDS, BZCY, DROT, or ONDT during the Relevant Time Period and that were or could have been asserted in any version of the complaints filed in this Action or are based on or arise out of the facts, circumstances, or primary rights that were alleged, or could have been alleged, in any version of the complaints filed in this Action, including but not necessarily limited to those for: (1) failure to provide meal periods or meal period premium pay under the California Labor Code, including without limitation Sections 204, 218.5, 218.6, 223, 226.7, 512, 558.1 and the applicable Wage Order; (2) failure to authorize or permit rest periods or rest period premium pay under the California Labor Code, including without limitation Section 204, 218.5, 218.6, 223, 226.7, 5581.1 and the applicable Wage Order; (3) failure to provide accurate and itemized wage statements or maintain records under the California Labor Code, including without limitation Sections 226 and 1174, the applicable Wage Order, and the Fair Labor Standards Act; (4) failure to pay minimum wage or failure to pay overtime under the Fair Labor Standards Act; (5) failure to pay minimum wage, failure to pay overtime, or failure to timely pay all wages owed under California Labor Code, including without limitation Sections 200, 201-204, 210, 510, 1182.11, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2926, and 2927 and the applicable Wage Order; (6) failure to reimburse necessary expenditures or losses under the California Labor Code, including without limitation Section 221, 2802, 510, 558.1, and the applicable Wage Order; (7) failure to issue payment of wage dues in compliance with California Labor Code Section 212; (8) unlawful deductions in violation of the California Labor Code, including without limitation Sections 221-225.5; and (9) unfair competition or unfair business practices under the California Unfair Competition Law and California Business and Professions Code, Cal. Bus. & Prof. Code Sections 17200 *et seq.* (“**Released Class Claims**”).

60. **Release of FLSA Claims.** Only those Collective Members who cash, deposit, or otherwise negotiate the Individual Class Payment check issued to them pursuant to this

Settlement will be deemed to have opted into a release of Released Claims arising under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*

61. **Opt In and Release Language on Settlement Checks.** Opt-in and release language regarding the release of the Released Claims arising under the Fair Labor Standards Act will be printed on the Individual Class Payment checks issued to Collective Members, with instructions that endorsing, cashing, depositing, or otherwise negotiating such check constitutes consent under the Fair Labor Standards Act to opt into the release of Released Claims arising under the Fair Labor Standards Act. The language to be included will be substantially similar to the following:

By endorsing, cashing, depositing, or otherwise negotiating this check, I am opting into the case captioned _____, pursuant to the provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Section 216(b), and I affirm my release of 1) Amazon Logistics, Inc.; any of the following companies that I have worked for: Advanced Carrier Services, LLC, B-Z Conveyance LLC, Delivery Response on Time Parcel LLC, or OnDot LLC; and 3) all other Released Parties of all Eligible Class Members' Released Claims as defined in the Settlement Agreement approved by the Court. I affirm that I will not sue or assert the Eligible Class Members' Released Claims, including FLSA claims, against any of the Released Parties.

62. **Claims Released by the State of California and PAGA Members.** Upon the Court's Final Approval Order, the State of California with respect to PAGA Members and each PAGA Member will release Defendants and Releasees of all claims under the Private Attorneys General Act that were pled or could have been pled, based on, or which arise out of the facts concerning the threatened claims against Defendants arising during the PAGA Period, including, but not limited to claims for civil penalties based on California Labor Code sections 201-204, 210, 212, 218.5, 218.6, 221-225.5, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199, 2800, 2802, 2926, 2927, and the applicable IWC Wage Orders ("**Released PAGA Claims**").

1 **XIII. STIPULATION TO CLASS AND CONDITIONAL CERTIFICATION SOLELY**
2 **FOR PURPOSES OF THE SETTLEMENT**

3 63. This Settlement is contingent upon approval of class certification under California
4 Code of Civil Procedure Section 382 and collective action certification under 29 U.S.C. § 216(b)
5 by the Court of the Class for settlement purposes only. Defendants do not waive, and instead
6 expressly reserve, their right to challenge the propriety of class certification or collective action
7 certification treatment for any other purpose should the Court not approve the Settlement.

8 64. The Parties stipulate to class and conditional certification for purposes of the
9 Settlement only. If the Court does not grant preliminary and final approval of the Settlement, the
10 Parties will not stipulate to class and conditional certification, and the Parties will resume
11 litigation as if no settlement had been reached.

12 65. Evidence of this limited stipulation for settlement purposes only will not be
13 deemed admissible for any purpose in this or any other proceeding.

14 66. Defendants submit that, for any purpose other than settling this Action, this matter
15 is not appropriate for class, collective, or representative action treatment and that evidence of this
16 limited stipulation for settlement purposes only will not be deemed admissible for any purpose in
17 this or any other proceeding. Defendants' position is that if this matter were to be litigated, class
18 and conditional certification would be inappropriate, inter alia, because individual issues
19 predominate as to each of the claims alleged in the Action.

20 **XIV. NOTICE TO CLASS MEMBERS**

21 67. **Settlement Administrator**. The Parties have selected Analytics Consulting LLC
22 to be the Settlement Administrator to disseminate the Notice of Class Action Settlement, handle
23 the Class Data, update Class Members' mailing addresses before the initial mailing of the Class
24 Notice, calculate the Individual Class Payments and Individual PAGA Payments, prepare
25 declarations regarding the settlement administration, provide weekly status reports, establish a
26 Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service
27 Code, issue settlement checks, void uncashed settlement checks, calculate the employer taxes,

1 issue tax documents, and submit payment to the LWDA. The Settlement Administrator shall
2 furnish its own Employer ID Number (or such other Employer ID Number that is established for
3 the Qualified Settlement Fund) and calculate all payroll deductions and withholdings required
4 under law based on information that will be confidentially furnished by Defendants. The Parties
5 and their counsel each represent that they do not have any financial interest in the Settlement
6 Administrator or otherwise have a relationship with the Settlement Administrator that could
7 create a conflict of interest.

8 a. The Settlement Administrator will be paid for the reasonable costs of
9 administration of the Settlement and distribution of payments under the Settlement. The fees,
10 expenses, and costs incurred in connection with the opening and administration of the QSF and
11 the performance of the Settlement Administrator's duties and functions as described in this
12 Agreement will be paid from the Total Settlement Amount but shall not exceed \$24,000 and shall
13 not be paid from the Gross Settlement Amount.

14 b. The Settlement Administrator shall establish a toll-free telephone number
15 and an email address to receive questions, inquiries and disputes from Class Members. The
16 Settlement Administrator shall maintain a website (which shall be approved by the Parties) that
17 has links to the Settlement Notice, Approval Motion, and any other documents in the case, the
18 date of the approval hearing (if applicable), as well as the ability to submit a change of
19 address/contact information, request to receive Settlement Awards payments via PayPal or
20 Venmo, submit disputes and/or any additional information the Parties shall mutually agree is
21 necessary to effectuate the Settlement. Such website shall be password protected with the
22 information to access the website listed on the Settlement Notice provided to Class Members,
23 and neither Defendants nor the Settlement Administrator will pay for search optimization.

24 68. **Class Data.** Defendant DSPs shall provide the Settlement Administrator, within
25 ten (10) calendar days of preliminary approval of the Settlement by the Court, with a Microsoft
26 Excel file containing the names, employee identification numbers, last known addresses, last
27 known telephone numbers (if any), last known email addresses (if any), total number of

1 Workweeks during the Class Period and PAGA Period, and Social Security Numbers or tax ID
2 for all Class Members (the "Class Data"). The Settlement Administrator shall provide Class
3 Counsel with the Class Data, without the associated contact information.

4 69. **Calculations.** Within ten (10) business days of receiving the Class Data, the
5 Settlement Administrator shall provide Class Counsel and Defendants' Counsel final settlement
6 shares, which shall be calculated pursuant to the objective formula set forth in Section VII. Class
7 Counsel and Defendants' Counsel shall approve the Settlement Administrator's calculation of
8 final settlement shares within five (5) business days of their receipt.

9 70. **Mailing of Class Notice.** Within fifteen (15) business days after receiving the
10 Class Data, the Settlement Administrator will conduct a search of the United States Postal
11 Service's National Change of Address database, to locate updated addresses and update
12 addresses for Class Members, and send the Notice of Class Action Settlement to each Class
13 Member by First Class U.S. Mail and by email (to the extent email addresses are available). To
14 provide the best notice practicable, any Notice of Class Action Settlement returned to the
15 Settlement Administrator on or before the Response Deadline as non-deliverable with an updated
16 mailing address affixed shall be re-mailed, within three (3) business days, by First Class U.S.
17 Mail to the forwarding address affixed thereto. If a Notice of Class Action Settlement is returned
18 as undeliverable on or before the Response Deadline without a forwarding address affixed
19 thereto, within three (3) business days, the Settlement Administrator shall attempt to locate a
20 current mailing address for the Class Member by skip-tracing using the Class Member's Social
21 Security Number and shall re-mail the Notice of Class Action Settlement to the updated address
22 identified. If no current address can be located, the Notice of Class Action Settlement for that
23 individual will be deemed undeliverable. If despite the Settlement Administrator's re-mailing the
24 Notice of Class Action Settlement, the re-mailed Notice of Class Action Settlement is returned as
25 undeliverable, the Notice of Class Action Settlement for that individual will be deemed
26 undeliverable however the Class Member will nevertheless remain bound by the Class
27 Settlement. The Settlement Administrator shall keep a record of the postmark mailing dates for

all initial mailing and re-mailings of the Notices of Class Action Settlement and keep track of all undelivered Notices of Class Action Settlement. At least twenty-one (21) calendar days prior to the final approval Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel.

71. **Requests for Exclusion.** Class Members who wish to exclude themselves from the Class Settlement (“opt out”) must submit a written statement to the Settlement Administrator indicating that they do not wish to participate or be bound by the Settlement (“Request for Exclusion”). A Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion from the Class Settlement; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Class Members who submit a timely and valid Request for Exclusion from the Class Settlement may not object to the Class Settlement. Class Members who submit a timely and valid Request for Exclusion will not be issued an Individual Class Settlement Share and will not be bound to the release of Released Class Claims. However, all PAGA Members will be issued an Individual PAGA Payment and will release the Released PAGA Claims, irrespective of whether they participate in or opt out of the Class Settlement. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Responsive Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in the Action. Plaintiffs agree that they will not submit Requests for Exclusions. No Party or counsel to any Party may solicit Class Members to opt out of the Settlement.

72. **Objections to the Settlement.** Eligible Class Members (i.e., those Class Members who do not submit a timely and valid Request for Exclusion) desiring to object to the Class Settlement must submit a written objection to the Class Settlement (“Objection”), to the Settlement Administrator. An Objection must: (a) contain the case name and number of the

Action; (b) contain the objector's full name, signature, address, telephone number, email address (if applicable), and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection, and whether the objector intends to appear at the Final Approval Hearing; (d) include copies of any papers, briefs, or other documents upon which the objection is based; (e) state whether the objector is represented by counsel and provide said counsel's name, law firm, and address; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Eligible Class Members may also appear at the final approval hearing to present any objections to the Class Settlement regardless of whether they have submitted a written objection. Any Eligible Class Member who fails to submit a timely Objection or to object in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise. Plaintiffs agree that they will not submit an Objection to the Settlement. No Party or counsel to any Party may solicit Eligible Class Members to object to the Settlement.

73. **Defendants' Right to Revoke.** Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement within fifteen (15) calendar days of expiration of the Response Deadline (and any extension thereof), if five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion. To exercise the right to revoke the Settlement, Defendants must provide written notice thereof to Class Counsel within fifteen (15) calendar days of expiration of the Response Deadline (and any extension thereof).

74. **Increase in Workweeks:** The Parties exchanged data and information prior to the mediation, identifying a total of 2,172 employees and 51,651 Workweeks during the Relevant Time Period. Plaintiffs relied on these numbers in negotiating the settlement. In the event that the final total number of Workweeks increases by more than 15%, or 7,747 Workweeks, then, at their option, Defendants may elect to either (1) end the Class Period on the date on which the number of Workweeks does not increase by more than 7,747 Workweeks or (2) increase the Gross Settlement Amount by the percentage in excess of 15% (i.e., if the Workweeks increase by

16% then the Gross Settlement Amount shall be increased by 1%). Thus, for example, should there be 59,915 $((8,264 + (51,651 \times 0.16))$ Workweeks during the Class Period, and Defendants elect to increase the Gross Settlement Amount, then the Gross Settlement Amount shall be increased by \$23,400 $(\$2,340,000.00 \times 0.01)$, for an increased Gross Settlement Amount of \$2,363,400.00. If Defendants elect to end the Class Period on the date when the number of Workweeks does not increase by more than 7,747 Workweeks, the time period for Released Class Claims and Released PAGA Claims will end when the number of Workweeks does not increase by more than 7,747 Workweeks.

XV. SETTLEMENT FUNDS

75. **Total Settlement Amount.** Subject to approval of this Settlement Agreement, Defendants agree to pay a Total Settlement Amount of Two Million, Three Hundred and Sixty-Four Thousand Dollars (\$2,364,000.00).

76. **Deposit.** The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the Settlement, into which the Total Settlement Amount and employer taxes will be deposited. Within thirty (30) calendar days after the Effective Date, Defendants shall electronically transfer the Total Settlement Amount and employer taxes to the Qualified Settlement Fund. There shall be no reversion of any portion of the Total Settlement Amount to Defendants at any time after the Effective Date.

77. **Disbursement of Settlement Funds.** All disbursements shall be made by the Settlement Administrator.

78. **Payments.** Subject to the Court's confirmation, the following amounts shall be paid by the Settlement Administrator from the Total Settlement Amount:

a. **Settlement Administration Costs.** Of the Total Settlement Amount, a maximum of \$24,000 is allocated to Settlement Administration Costs for the costs of administering the Settlement pursuant to its terms. If, for any reason, the Settlement

Administration Costs exceed \$24,000, this additional amount shall not be paid from the Gross Settlement Amount but shall be paid by Defendants.

b. Gross Settlement Amount. The remainder after Settlement Administration Costs are paid from the Total Settlement Amount is the Gross Settlement Amount and the following payments will be made from the Gross Settlement Amount:

i. Fee and Cost Payment. Subject to the Court's Final Approval Order, Class Counsel shall receive a attorneys' fees in an amount up to one third (1/3) of each of the DSP Gross Settlement Amounts, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed in the Action. In addition, Class Counsel shall, subject to approval, receive reimbursement of their out-of-pocket costs approved by the Court, not to exceed \$40,000, which shall be allocated based on the percentage that each DSP Gross Settlement Amount constitutes of the Gross Settlement Amount. For example, if the BZCY Gross Settlement Amount is 11 percent of the Gross Settlement Amount, then 11 percent of the out-of-pocket costs approved by the Court will be paid from the BZCY Gross Settlement Amount. The substance of Plaintiffs' Counsel's request for attorneys' fees and costs is considered separately from the Court's consideration of fairness and reasonableness of the settlement of the Action, and the outcome of any determination the Court makes as to Plaintiffs' Counsel's request for attorneys' fees and costs shall not terminate this Agreement. Any amount of attorneys' fees and costs requested by Class Counsel from the Gross Settlement Amount but unapproved by the Court shall be allocated to the ADCS Gross Settlement Amount, the BZCY Gross Settlement Amount, the DROT Gross Settlement Amount, and the ONDT Gross Settlement Amount for distribution to Eligible Class Members prior to mailing. The Settlement Administrator shall issue IRS Form 1099-MISC shall be issued to Plaintiffs' Counsel, and Class Counsel

shall be solely and legally responsible for paying any and all applicable taxes on the payment made to them.

ii. **PAGA Amount.** Of the Gross Settlement Amount, a maximum of \$70,000 is allocated to the PAGA Amount. Seventy-Five (75%) of the PAGA Amount (not to exceed \$52,500) shall be paid to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the PAGA Amount (not to exceed \$17,500) shall be distributed to the PAGA Members ("PAGA Fund"), subject to approval by the Court. Individual PAGA Payments shall be made to PAGA Members as set forth below.

iii. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Eligible Class Members as set forth below.

XVI. CALCULATION OF SETTLEMENT PROCEEDS

79. **Individual PAGA Payments to PAGA Members.** PAGA Members will be eligible to receive a portion of the PAGA Fund based on their number of Workweeks during the PAGA Period. The Individual PAGA Payment for each PAGA Member will be determined by dividing the PAGA Fund by the total number of Workweeks worked during the PAGA Period by all PAGA Members to arrive at a value per Workweek ("**PAGA Workweek Value**") and then multiplying the number of Workweeks worked by each PAGA Member during the PAGA Period by the PAGA Workweek Value. The Individual PAGA Payment from the PAGA Fund will be allocated as 100% non-wages (to be reported on IRS Form 1099).

80. **Settlement Awards to Settlement Class and Collective Members.** All Collective Members and Settlement Class Members who do not exclude themselves from the Settlement ("Eligible Class Members") shall receive a Settlement Award calculated from the Net Settlement Amount associated with the DSP that paid them.

81. **All Eligible Class Members shall be paid a Settlement Award.** The Settlement Administrator shall be responsible for determining eligibility for, and the amount of, the Settlement Awards to be paid to Eligible Class Members as follows:

1 a. The amount of \$50 per Eligible Class Member will be allocated to each
2 Eligible Class Member prior to the determination of pro rata individual settlement shares
3 and allocated to each Eligible Class Member so that each Eligible Class Member receives
4 at least \$50 in exchange for his or her release in this Settlement Agreement. The \$50 per
5 Eligible Class Member will be deducted from the Net Settlement Amount associated with
6 the DSP that paid them prior to the determination of individual settlement shares
7 allocated to each Eligible Class Member.

8 b. In addition to the \$50 payment set out in (1) above, Eligible Class
9 Members shall receive a pro rata portion of the Net Settlement Amount as follows:

- 10 i. For each Eligible Workweek during which the Eligible Class Member
11 worked and was paid by ADCS, BZCY, DROT, or ONDT, the
12 Eligible Class Member shall receive one (1) settlement share.
- 13 ii. The total number of settlement shares for all Eligible Class Members
14 paid by each Defendant DSP will be added together and the resulting
15 sum will be divided into the Net Settlement Amount associated with
16 each Defendant DSP. For example, all Eligible Workweeks for all
17 Eligible Class Members paid by ADCS during the Class Period will be
18 added together and the resulting sum will be divided into the ADCS
19 Net Settlement Amount to arrive at a value per settlement share for all
20 Eligible Class Members paid by ADCS during the Class Period. The
21 same calculations will be done for Eligible Class Members paid by
22 BZCY, DROT, and ONDT.
- 23 iii. The corresponding value per settlement share associated with each of
24 the Defendant DSPs will then be multiplied by each Eligible Class
25 Member's number of settlement shares during the Class Period to
26 determine that Eligible Class Member's Individual Class Payment.

82. In addition to other information contained on the Class Notice, the Class Notice shall state the estimated minimum payment the Settlement Class Member is expected to receive assuming full participation of all Settlement Class Members. When calculating the minimum settlement shares to be reported in the Notice, the Settlement Administrator shall set aside Five Thousand (\$5,000.00) of the QSF from the Gross Settlement Amount as a Reserve Fund (“the Reserve Fund”) for the purpose of preserving these funds to account for disputed, belated, or unexpected payments to Settlement Class Members. There is a rebuttable presumption that Defendants’ records are correct, but Settlement Class Members may, should they disagree with Defendants’ records, provide documentation to show contrary information by no later than the conclusion of the Check-Cashing Period. Such a dispute shall be directed to the Settlement Administrator, who will notify all Counsel of the dispute and promptly provide Counsel with a copy of the records provided by the individual. All disputes arising under this paragraph must be resolved and reported no later than the Response Deadline. In the event that any funds remain in the Reserve Fund by the Response Deadline, such funds shall be added proportionally to the ADCS Gross Settlement Amount, the BZCY Gross Settlement Amount, the DROT Gross Settlement Amount, and the ONDT Gross Settlement Amount for distribution to Eligible Class Members prior to mailing.

83. The Individual Class Payment will be allocated as 70% non-wages (to be reported on IRS Form 1099) and 30% as wages (to be reported on IRS Form W-2). Defendants shall pay the employer share of payroll taxes separately from the Total Settlement Amount. The Settlement Administrator will issue IRS Form 1099 and IRS Form W-2 to each Eligible Class Member for these payments.

XVII. DISTRIBUTION

84. **Distribution of Individual Class Payments and Individual PAGA Payments.** The Settlement Administrator shall distribute the settlement checks containing each Eligible Class Member’s Individual Class Payment and each PAGA Member’s Individual PAGA Payment within forty-five (45) days after the Effective Date or as soon as reasonably practicable

1 after the deposit of the Total Settlement Amount into the QSF. The Settlement Administrator
2 shall have the discretion to combine the Individual Class Payment and Individual PAGA
3 Payment into a single check if the intended recipient will be issued both payments. The
4 Settlement Administrator shall then provide written certification of mailing to Class Counsel and
5 Defense Counsel

6 a. All Settlement Award checks shall remain valid and negotiable for one
7 hundred eighty (180) days from the date of their issuance (the "Check-Cashing Period").
8 The Settlement Administrator shall send a reminder letter via U.S. mail and email (to the
9 extent email addresses are available) to those who have not yet cashed their settlement
10 check after 60 days, and the Settlement Administrator will call those (to the extent phone
11 numbers are available) who have still not cashed their check to remind them to do so
12 within the last 60 days of the Check-Cashing Period. After the Check-Cashing Period,
13 Settlement Award checks may thereafter automatically be cancelled if not cashed within
14 that time. The sum value of all expired checks will be tallied by the Settlement
15 Administrator. The funds remaining and associated with canceled Individual Class
16 Payment and/or Individual PAGA Payment checks will be transmitted to the State
17 Controller's Office, to be held in the name of each expired check payee, pursuant to
18 applicable unclaimed property laws. The Parties agree that this disposition results in no
19 "unpaid residue" under California Code of Civil Procedure section 384.

20 85. **Distribution of Remainder of Total Settlement Amount**

21 a. The Settlement Administrator will distribute payment to Class Counsel of
22 Attorneys' Fees and Costs approved by the Court as soon as reasonably practicable after
23 the deposit of the Total Settlement Amount into the QSF but no later than forty-five (45)
24 days after the Effective Date.

25 b. The Settlement Administrator will submit payment of the LWDA Payment
26 to the LWDA within forty-five (45) days after the Effective Date.

86. The Parties agree to the following procedures for obtaining the Court's approval of the Settlement, notifying the Class, and processing all benefits provided under this Settlement:

b. **Filing Complaint and Request for Court Approval.** Within fourteen (14) days of executing this Agreement, Plaintiffs will file the Complaint, and as soon as practicable thereafter, an unopposed motion for preliminary approval of the Settlement, certifying the proposed classes for settlement purposes only and setting a date for a Final Approval Hearing (the “Approval Motion”). Defendants will not oppose the Approval Motion. Class Counsel agree to share a copy of the Complaint and Approval Motion with Defense Counsel at least ten (10) days before filing them. The Parties will discuss in good faith any edits. The Parties shall jointly prepare and file a proposed preliminary approval order. All Parties agree to work diligently and cooperatively to present this Settlement to the Court for preliminary approval.

c. **Duties of the Parties Following Final Court Approval.** Class Counsel will submit a [proposed] Final Approval Order and Judgment that is mutually agreeable to the Parties, approving the Settlement, adjudicating the terms thereof to be fair, reasonable and adequate, directing consummation of all terms and provisions in this Settlement and without affecting the finality of the Final Approval Order and Judgment, allowing the Court to retain jurisdiction of all matters relating to the interpretation,

administration, implementation, effectuation and enforcement of the Final Approval Order and Judgment and the Settlement Agreement. Class Counsel shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. The posting of the Final Approval Order and Judgment on the Settlement Administrator's website as provided herein, shall be adequate notice within the meaning of California Rule of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required

XIX. MISCELLANEOUS PROVISIONS

87. **Non-Admission of Liability.** By entering into this Settlement, Defendants, on behalf of itself and all **Releasees**, deny any liability for any of the claims in the Action as well as any potential or unknown claims based on wage and hour violations under state or federal law. Defendants specifically deny that they or any of the Releasees has engaged in any unlawful or wrongful conduct against Plaintiffs or the Class Members. Amazon specifically denies that it is or ever was a joint employer of the Defendant DSPs' employees. Defendants further contend that, for purposes other than settlement, the Action is not appropriate for class, collective, or representative action treatment.

88. **Tax Treatment and Tax Indemnification.** Defendants, Defense Counsel, Plaintiffs, and Class Counsel are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Eligible Class Members will be responsible for correctly characterizing the Individual Class Settlement Share and Individual PAGA Settlement Share for tax purposes and paying taxes due, if any.

89. **Mutual Full Cooperation.** Plaintiffs, Defendants, Class Counsel, and Defense Counsel agree to fully cooperate with each other and the Settlement Administrator to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties

1 agree to use their best efforts and any other efforts that may become necessary by order of the
2 Court, or otherwise, to effectuate the terms of this Settlement. The Parties and their respective
3 counsel agree not to encourage members of the Class to opt out of the Class Settlement or to
4 object to the Class Settlement, directly or indirectly, through any means.

5 90. **Parties' Authority.** The signatories hereto represent that they are fully authorized
6 to enter into this Settlement and are fully authorized to bind Plaintiffs, Settlement Class, and
7 Defendants to all terms stated herein.

8 91. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto
9 shall be governed by and interpreted according to California law.

10 92. **Binding Nature of the Settlement**

11 a. This Settlement shall be binding upon, and inure to the benefit of Named
12 Plaintiffs, Defendants, Eligible Class Members, and the successors or assigns of the
13 Releasees. The Parties represent, covenant, and warrant that they have not directly or
14 indirectly, assigned, transferred, encumbered, any of the claims being released by way of
15 the Settlement.

16 b. This Settlement shall be admissible and subject to disclosure in any
17 proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions
18 that otherwise might apply under federal or state law. Notwithstanding the foregoing, this
19 Settlement may not be admitted into evidence or used in any proceeding except an action,
20 motion or proceeding to approve, interpret or enforce the terms of this Settlement.

21 93. **Amendments.** Before this Agreement has been submitted to the Court in
22 connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
23 or modified, except in a writing signed by Class Counsel and Defense Counsel. After this
24 Agreement has been submitted to the Court in connection with seeking preliminary approval of
25 the Settlement, this Agreement may be amended or modified only by a written instrument signed
26 by counsel for all parties or their successors in interest and subject to Court approval. No rights
27 under this Settlement may be waived except in writing.

1 94. **Joint Drafting of Settlement Documents.** Class Counsel and Defense Counsel
2 have arrived at this Settlement as a result of a series of informed and arm's-length negotiations,
3 taking into account all relevant factors, present and potential. This Settlement has been drafted
4 jointly by Class Counsel and Defense Counsel and, therefore, in any construction or
5 interpretation of this Settlement, the same shall not be construed against any of the Parties.

6 95. **Use of Documents.** Plaintiffs and Class Counsel agree that none of the documents
7 provided to them by Defendants shall be used for any purpose other than the prosecution and
8 Settlement of this Action.

9 96. **Execution of the Settlement.** This Settlement may be executed in one or more
10 counterparts and by facsimile and electronic means. All executed copies of this Settlement and
11 photocopies thereof shall have the same force and effect and shall be as legally binding and
12 enforceable as the original.

13 97. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this
14 case pursuant to California Rules of Court 3.769 and California Code of Civil Procedure section
15 664.6, for purposes of implementing the Settlement and to ensure the continuing interpretation,
16 implementation, and enforcement of the terms of this Settlement. The applicable Eligible Class
17 Members' claims released by the provisions of this Settlement shall be dismissed without
18 prejudice upon final approval, to be converted to a dismissal with prejudice thirty (30) days
19 following the end of the cash-checking period.

20 98. **Public Comment.** Prior to the filing of an initial motion for approval with the
21 Court, the Parties agree not to disclose the terms of this Settlement except in Court papers filed
22 to seek approval except for any disclosures agreed to by the Parties as necessary to effectuate the
23 Settlement. Before or after approval, Plaintiffs and Class Counsel shall not issue a press release,
24 hold a press conference, publish information about the Settlement on any website, or otherwise
25 publicize the Settlement. However, Class Counsel will not be restricted from citing to or
26 referencing the Settlement in court filings, as necessary, including for purposes of seeking
27 approval of the Settlement. Plaintiffs and Class Counsel agree not to respond to any media

1 inquiries except to refer reporters to the papers filed with the Court. Nothing in this provision
2 will affect the ability of Class Counsel to carry out their duties consistent with and as required by
3 any other provision in this Settlement or by the Court to affect Class Counsel's attorney-client
4 communications. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures
5 and submissions required to be made to the LWDA in conformity with PAGA.

6 99. **Disputes.** In the event of any disputes arising out of or relating to this Settlement
7 between the Parties, including if the Parties are unable to reach resolution on the form or content
8 of any document needed to implement this Agreement, or on any supplemental provisions or
9 actions that may become necessary to effectuate the terms of this Agreement, the parties will
10 seek the assistance of Barbara Reeves in mediation. If Ms. Reeves is not available, then the non-
11 binding mediation shall be conducted by a mediator selected by Ms. Reeves. The Parties will
12 split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs
13 incurred for the additional mediation.

14 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
15 Class, Collective, and PAGA Representative Action Settlement and Release Agreement:
16
17
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23
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25
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27

IT IS SO AGREED:

Dated: June 10, 2024

PLAINTIFF

DocuSigned by:

84EEE6F994A9421...

RANDY CURRAN

Dated: June 6, 2024

PLAINTIFF

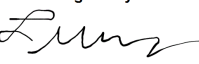
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CIERRA WOOLEN

Dated: June 10, 2024

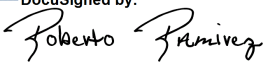
PLAINTIFF

DocuSigned by:

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LUISA MAZON

Dated: June 6, 2024

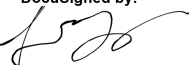
PLAINTIFF

DocuSigned by:

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ROBERTO RAMIREZ

Dated: June 6, 2024

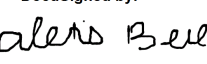
PLAINTIFF

DocuSigned by:

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LINDA FANG

Dated: June 6, 2024

PLAINTIFF

DocuSigned by:

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ALEXIS BELL

Dated: March __, 2024
July 5, 2024

DEFENDANT

DocuSigned by:

Liz Hackett

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AMAZON.COM, INC.
AMAZON LOGISTICS, INC.

By: Liz Hackett

Its: Authorized Representative

Dated: March __, 2024

DEFENDANT

ADVANCED CARRIER SERVICES, LLC

By: _____

Its: _____

Dated: March __, 2024

DEFENDANT

B-Z CONVEYANCE

By: _____

Its: _____

Dated: March __, 2024

DEFENDANT

DELIVERY RESPONSE ON-TIME PARCEL LLC

By: _____

Its: _____

Dated: March __, 2024

DEFENDANT

1 Dated: March __, 2024

DEFENDANT

2
3 AMAZON.COM, INC.
4 AMAZON LOGISTICS, INC.

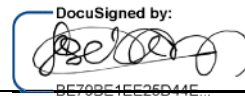
5 By: _____

6 Its: _____

7 13-Jun-2024

8 Dated: March __, 2024

DEFENDANT

9 

10 ADVANCED CARRIER SERVICES, LLC

José A Abad Hernandez

11 By: _____

Owner

12 Its: _____

13
14 Dated: March __, 2024

DEFENDANT

15
16 B-Z CONVEYANCE

17 By: _____

18 Its: _____

19
20 Dated: March __, 2024

DEFENDANT

21
22 DELIVERY RESPONSE ON-TIME PARCEL LLC

23 By: _____

24 Its: _____

25
26 Dated: March __, 2024

DEFENDANT

1 Dated: March __, 2024

DEFENDANT

2
3 AMAZON.COM, INC.
4 AMAZON LOGISTICS, INC.

5 By: _____

6 Its: _____

7 Dated: March __, 2024

DEFENDANT

8
9 ADVANCED CARRIER SERVICES, LLC

10 By: _____

11 Its: _____

12
13 Dated: March __, 2024

DEFENDANT

14
15 
16 B-Z CONVEYANCE

17 By: Michael D. Blandford

18 Its: Co-owner

19
20 Dated: March __, 2024

DEFENDANT

21
22 DELIVERY RESPONSE ON-TIME PARCEL LLC

23 By: _____

24 Its: _____

25
26 Dated: March __, 2024

DEFENDANT

Dated: March __, 2024

DEFENDANT

AMAZON.COM, INC.
AMAZON LOGISTICS, INC.

By: _____

Its: _____

Dated: March __, 2024

DEFENDANT

ADVANCED CARRIER SERVICES, LLC

By: _____

Its: _____

Dated: March __, 2024

DEFENDANT

B-Z CONVEYANCE

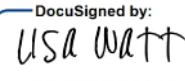
By: _____

Its: _____

4/22/2024

Dated: March __, 2024

DEFENDANT

DocuSigned by:

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DELIVERY RESPONSE ON-TIME PARCEL LLC

LISA WATT

By: _____

Its: Managing Member

Dated: March __, 2024

DEFENDANT

Harshini
ONDOT LLC

By: DEEPAK KAUSHIK

Its: OWNER

APPROVED AS TO FORM:

Dated: March __, 2024

LICHTEN & LISS-RIORDAN, P.C.

By: _____
Sarah Schalman-Bergen
Krysten Connon
Attorneys for Plaintiffs

Dated: March __, 2024

BERGER MONTAGUE PC

By: _____
Alexandra Piazza
Michaela Wallin
Attorneys for Plaintiffs

Dated: March __, 2024

WILLIG, WILLIAMS & DAVIDSON

By: _____
Ryan Hancock
Attorneys for Plaintiffs

Dated: March __, 2024

SEYFARTH SHAW LLP

By: _____
Daniel Whang
Attorneys for Defendant Amazon Logistics, Inc.

ONDOT LLC

By: _____

Its: _____

APPROVED AS TO FORM:

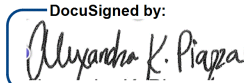
Dated: June 11, 2024

LICHTEN & LISS-RIORDAN, P.C.

By: 
02802AD7A2524D2...
Sarah Schalman-Bergen
Krysten Connon
Attorneys for Plaintiffs

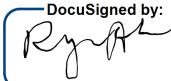
Dated: June 10, 2024

BERGER MONTAGUE PC

By: 
A8842319873346E...
Alexandra Piazza
Michaela Wallin
Attorneys for Plaintiffs

Dated: June 11, 2024

WILLIG, WILLIAMS & DAVIDSON

By: 
B0F3CBE613E0417...
Ryan Hancock
Attorneys for Plaintiffs

Dated: _____, 2024

SEYFARTH SHAW LLP

By: _____
Daniel Whang
Attorneys for Defendant Amazon Logistics, Inc.

ONDOT LLC

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: March ___, 2024

LICHTEN & LISS-RIORDAN, P.C.

By: _____

Sarah Schalman-Bergen
Krysten Connon
Attorneys for Plaintiffs

Dated: March ___, 2024

BERGER MONTAGUE PC

By: _____

Alexandra Piazza
Michaela Wallin
Attorneys for Plaintiffs

Dated: March ___, 2024

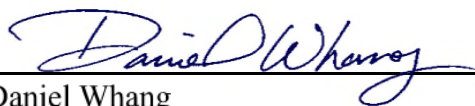
WILLIG, WILLIAMS & DAVIDSON

By: _____

Ryan Hancock
Attorneys for Plaintiffs

Dated: March 29, 2024

SEYFARTH SHAW LLP

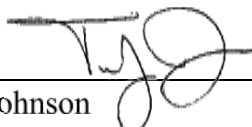
By:  _____

Daniel Whang
Attorneys for Defendant Amazon Logistics, Inc.

Dated: April 22, 2024

OGLETREE DEAKINS

By:



Tim Johnson
Attorneys for Defendants Advanced Carrier
Services, LLC, B-Z Conveyance, Delivery
Response On-Time Parcel LLC, and OnDot LLC

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO

RANDY CURRAN, CIERRA WOOLEN,	:	Civil Action No.:
LUISA MAZON, ROBERTO RAMIREZ,	:	
LINDA FANG, and ALEXIS BELL,	:	
individually and on behalf of others similarly	:	
situated,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
ADVANCED CARRIER SERVICES,	:	
LLC, B-Z CONVEYANCE, LLC,	:	
DELIVERY RESPONSE ON-TIME	:	
PARCEL LLC, ONDOT LLC,	:	
AMAZON.COM, INC., AMAZON	:	
LOGISTICS, INC.,	:	
	:	
Defendants.	:	
	:	

**NOTICE OF CLASS, COLLECTIVE, AND PAGA REPRESENTATION ACTION
SETTLEMENT**

TO: NAME Settlement Website:
ADDRESS
ADDRESS

*The Court authorized this Notice of Class and Collective Action Settlement.
This is not a solicitation. This is not a lawsuit against you, and you are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED
WHETHER YOU ACT OR DO NOT ACT.**

1. Why Should You Read This Notice?

This Notice of Class and Collective Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt-out”) of the Settlement, or object to the Settlement (if applicable). The Superior Court of California, Yolo County has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2024 at [REDACTED], before the Honorable [REDACTED] in [location].

You received this Notice either because records available to Advanced Carrier Services, LLC (“ADCS”), B-Z Conveyance, LLC (“BZCY”), Delivery Response On-Time Parcel LLC (“DROT”), or OnDot LLC (“ONDT”) (together, the “DSP Defendants”), and/or records available to Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon”), show you were paid as a non-exempt employee of ADCS, BZCY, DROT, or ONDT and performed work for ADCS, BZCY, DROT, or ONDT as a Delivery Associate and were paid by ADCS, BZCY, DROT, or ONDT to deliver packages to customers of Amazon.com in the United States at any time between September 6, 2018 through February 3, 2023 (“Settlement Class and Collective Members”).

The parties to the lawsuit agreed to a binding settlement of this action, which alleges that Settlement Class and Collective Members should have been paid for all hours worked, including overtime compensation, in addition to their day rate, when they worked over 8 hours per day, and compensation related to the failure to provide meal and rest breaks.

2. What is this Lawsuit About?

This lawsuit alleges that individuals who work or have worked as Delivery Associates and were paid by ADCS, BZCY, DROT, or ONDT to deliver packages to customers of Amazon.com in the United States at any time between September 6, 2018 through February 3, 2023 (“Relevant Time Period”) were not paid for all hours worked, including overtime compensation to which they were entitled under the law. Defendants deny that they failed to pay these individuals the full amount of compensation they were owed, deny any wrongdoing, and deny any and all liability and damages to anyone with respect to the allegations made in the lawsuit. Amazon specifically denies that it is or was the employer or joint employer of Delivery Associates who were paid by ADCS, BZCY, DROT, or ONDT. The court has not made a decision on the merits of the allegations.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, ADCS, BZCY, DROT, ONDT, and Amazon (collectively, “Defendants”) have agreed to pay Two Million Three Hundred and Sixty Four Thousand dollars (\$2,364,000.00) (the “Total Settlement Amount”). Of this amount, One Million Four Hundred Forty-Five Thousand dollars (\$1,445,000) (the “Net Settlement Amount”), will be divided into monetary Settlement Awards to the Settlement Class Members.

The Total Settlement Amount includes amounts to cover attorneys' fees and costs for Class Counsel (see below), payment to the California Labor & Workforce Development Agency, Individual PAGA Payments made to the PAGA Members, and Settlement Administration Costs. After deductions of these amounts, what remains of the Total Settlement Amount, the Net Settlement Amount, shall be divided into monetary Settlement Awards to the Settlement Class and Collective Members calculated under the formula provided below. Under the terms of the proposed settlement, you do not need to do anything to receive a settlement award under the terms of the settlement, and a check will be sent to you if the Court grants final approval to the settlement unless you choose to opt-out of the settlement as described below.

4. How Much Can I Expect to Receive if the Settlement is Approved?

Your Settlement Award is calculated based on the records submitted by Defendants. Specifically, the settlement payments are calculated as follows:

The amount of \$50 is allocated to each Settlement Class and Collective Member, so every person receives at least \$50 in exchange for their release in this Settlement Agreement.

In addition to the \$50 minimum payment, the Settlement Administrator will compute the total number of Eligible Workweeks (*i.e.*, weeks in which the Settlement Class and Collective Member worked during the Relevant Time Period).

In addition to the \$50 payment, each Eligible Class and Collective Member will receive a *pro rata* portion of the applicable Wage Settlement Amount, calculated as follows:

- i. For each Eligible Workweek during which the Eligible Class and Collective Member worked and was paid by a DSP Defendant during the Relevant Time Period, the Eligible Class and Collective Member shall receive one (1) settlement share.
- ii. The total number of settlement shares for all Eligible Class and Collective Members who were paid by each DSP Defendant will be added together, and the resulting sum will be divided into the Net Settlement amount attributable to that DSP Defendant to reach a per share dollar figure.
 - a. For example, all Eligible Workweeks for all Eligible Class Members paid by ADCS during the Class Period will be added together and the Net Settlement Amount attributable to ADCS will be divided by the resulting sum to arrive at a value per settlement share for all Eligible Class Members paid by ADCS during the Class Period. The same calculations will be done for Eligible Class Members paid by BZCY, DROT, and ONDT.
 - b. The Net Settlement attributable to each of the DSP Defendants will be the Gross Settlement Amount for each Defendant DSP less the PAGA Amount and Attorneys' Fees and Costs. The PAGA Amount shall be deducted from the Gross Settlement Amounts associated with each respective Defendant DSP based on the number of Workweeks worked during the PAGA Period by PAGA Members paid by the corresponding DSP. The Attorneys' Fees and Costs shall be deducted on a *pro rata* basis from the Gross Settlement Amounts associated with each Defendant DSP. The ADCS Gross Settlement Amount is \$644,653.01. The BZCY Gross Settlement Amount is \$255,449.23. The DROT Gross Settlement Amount is \$980,132.28. The ONDT Gross Settlement Amount is \$459,765.48.
- iii. The corresponding value per settlement share for Eligible Class Members that were paid by each Defendant DSP will then be multiplied by each Eligible Class Member's number of settlement shares during the Class Period to determine that Eligible Class Member's

Individual Class Payment

Your total estimated settlement payment will be based on [REDACTED] number of workweeks, as shown in Defendants' records. Based on the formula above, your minimum estimated Settlement Award would be \$[REDACTED]. **This amount is an estimate, and your final award may be different than this amount.**

If you have questions about the number of eligible workweeks of your Settlement Award, you may contact the Settlement Administrator at the contact information below and must submit any disputes by [DATE].

Thirty (30%) of the Settlement Awards to Eligible Class Members will be considered wages subject to the withholding of all applicable local, state, and federal taxes. The Settlement Administrator will make the required withholdings and shall issue an IRS Form W-2 to each Eligible Class Member for these payments. The remaining seventy (70%) of the Settlement Awards will be considered payment for settlement of non-wage claims (e.g., penalties, liquidated damages, and interest under applicable law). The Settlement Administrator will issue an IRS Form 1099-MISC Employer payroll taxes will be paid separately from the Settlement Awards. Neither the Settlement Administrator nor the Plaintiffs or Defendants or their counsel can provide you with any tax advice. You should contact your accountant or tax related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What are the Releases?

If the Court grants final approval of the Settlement, the lawsuit will be dismissed with prejudice against Defendants, and all Settlement Class Members who have not opted out of the Settlement will release Defendants and all Released Parties from any and all claims that were or could have been asserted in the operative complaint during the Relevant Time Period based on the facts alleged for unpaid wages, overtime compensation, liquidated or other damages, unpaid costs, restitution or other compensation or relief arising under California wage and hour laws or state common law claims (including unjust enrichment or quantum meruit) that accrued between September 6, 2018 through February 3, 2023.

If the Court grants final approval of the Settlement, the lawsuit will be dismissed with prejudice against Defendants, and all Settlement Class and Collective Members who sign, cash, or deposit a Settlement Award Check will release their Fair Labor Standards Act ("FLSA"), California wage and hour laws and/or state common law claims (including unjust enrichment or quantum meruit) that accrued between September 6, 2018 through February 3, 2023.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from [Settlement Administrator contact info].

6. What Are My Rights?

- **Do Nothing:** If you do nothing and the Court grants final approval to the Settlement, you will receive a Settlement Award. If you cash or deposit your Settlement Award, you will opt into the Collective Action claims in the action which alleges FLSA violations, and you will release your FLSA claims. If you do nothing and the Court grants final approval to the Settlement, you also will release California state law claims, as provided for in Section 5 above.

If you wish to participate in the settlement and receive your Settlement Award via PayPal or Venmo instead of check, you may elect to do so by submitting an Election Form on the Settlement Website; [INSERT URL]. If you do nothing and do not elect to receive payment via PayPal or Venmo, a check will be mailed to you following final approval of the Settlement.

- **Opt-Out:** If you are a member of the Settlement Class and do not wish to be bound by the Class Settlement, you must submit a written exclusion from the Settlement (“opt-out”), postmarked by **[INSERT]**. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator. **Any person who requests exclusion (opts out) of the class settlement will not be entitled to any Settlement Award for the class portion of this settlement and will not be bound by the class portion of the Settlement Agreement or have any right to object, appeal or comment thereon.**
- **Object:** If you are a Settlement Class Member and wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be mailed to the Settlement Administrator at the following address:

[ADDRESS]

If you submit a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants’ Counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not have opted out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants’ counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement.

7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this lawsuit will in no way affect your work or employment with Defendants or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in this lawsuit. In fact, Defendants encourage you to participate in this Settlement.

8. Who Are The Attorneys Representing Plaintiffs And The Settlement Class?

Plaintiffs and the Settlement Class Members are represented by the following attorneys:

Sarah R. Schalman-Bergen
Krysten Connon
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
ssb@llrlaw.com
kconnon@llrlaw.com
(617) 994-5829

Ryan Allen Hancock
WILLIG, WILLIAMS, & DAVIDSON
1845 Walnut Street, 24th Floor
Philadelphia, PA 19103
rhancock@wwdlaw.com
(215) 656-3679

Alexandra K. Piazza
Michaela L. Wallin
BERGER MONTAGUE PC
1818 Market Street, Suite 3600

Philadelphia, PA 19103
mwallin@bm.net
apiazza@bm.net
(215) 875-3033

9. How Will the Attorneys for the Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class Members. The Settlement Agreement provides that Class Counsel will receive attorneys' fees in the amount of up to one third (1/3) of the Gross Settlement Amount plus their out-of-pocket costs. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below or Class Counsel listed above. Please refer to the Amazon/ADCS/BZCY/DROT/ONDT Settlement.

[INSERT]
[INSERT]
[INSERT]

This Notice only summarizes the lawsuit, the settlement and related matters. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court. You may inspect the Court's files at the Office of the Clerk located at the [INSERT COURT] of [INSERT LOCATION], from 8:30 a.m. to 4:00 p.m., Monday through Friday.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR TO AMAZON OR THE DSP DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.