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*Attorneys for Plaintiffs and the Proposed
California Class, Aggrieved Employees, and FLSA Collective*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO**

RANDY CURRAN, CIERRA WOOLEN,	:	Civil Action No.: CV2024-0847
LUISA MAZON, ROBERTO RAMIREZ,	:	
LINDA FANG, and ALEXIS BELL,	:	Assigned to the Hon. Timothy Fall, in Dept.
individually and on behalf of others similarly	:	11]
situated,	:	
	:	DECLARATION OF SARAH R.
Plaintiffs,	:	SCHALMAN-BERGEN IN SUPPORT
	:	OF PLAINTIFFS' UNOPPOSED
v.	:	MOTION FOR FINAL APPROVAL OF
	:	CLASS, REPRESENTATIVE, AND
ADVANCED CARRIER SERVICES,	:	COLLECTIVE ACTION
LLC, B-Z CONVEYANCE, LLC,	:	SETTLEMENT
DELIVERY RESPONSE ON-TIME	:	
PARCEL LLC, ONDOT LLC,	:	
AMAZON.COM, INC., and AMAZON	:	
LOGISTICS, INC.,	:	
	:	
Defendants.	:	

I, Sarah R. Schalman-Bergen, hereby declare that the following is true and correct:

1. I am a member in good standing of the bar of the Commonwealth of Pennsylvania, and I have moved for admission to practice in this Court *pro hac vice*. I am a partner at Lichten & Liss-Riordan, P.C. ("LLR"). I previously was a shareholder at Berger Montague PC ("BMPC"). In this litigation, LLR, BMPC, and Willig Williams & Davidson ("WWD") ("Class Counsel") represented Plaintiffs and the Settlement Collective Members in the above-captioned

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1 matter.

2 2. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final
3 Approval of Class, Representative, and Collective Action Settlement.

4 3. Class Counsel believes that the negotiated Settlement Agreement of this class
5 and collective action wage and hour lawsuit provides an excellent settlement for the Plaintiffs
6 and the Settlement Classes and Collectives, with respect to their claims for unpaid overtime
7 wages resulting from Defendants' alleged violations of California law and the Fair Labor
8 Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA"), as alleged in Plaintiffs' Complaint.

9 **Class Counsel's Experience in Wage and Hour Class and Collective Actions**

10 4. My primary practice area is employment law, and I have substantial experience
11 litigating complex wage and hour class and collective litigations in the federal courts across the
12 country.

13 5. Lichten & Liss-Riordan, P.C. is a nationally recognized law firm dedicated to
14 vindicating the rights of workers. The firm has pioneered the law on behalf of tipped employees
15 who have been deprived of their gratuities, or the proceeds of service charges, in states
16 throughout the country, including in Massachusetts, New York, Florida, Hawaii, and California.
17 It has brought landmark litigation on behalf of Uber drivers, as well as workers for other so-
18 called "gig economy" companies, and it has established and won numerous cases on behalf of
19 workers who have been misclassified as independent contractors throughout the country, in a
20 wide variety of industries, including the trucking, limo, cleaning, adult entertainment, cable
21 installer, and call center industries.

22 6. I became a partner at Lichten & Liss-Riordan, P.C. in January 2021. I have
23 dedicated my career to creating systemic change for workers and individuals who are not being
24 treated fairly. I have secured numerous significant settlements for the workers I represent,
25 totaling well over \$100 million. While representing workers in all types of industries, I have
26 successfully challenged unlawful business practices involving last-mile logistics companies,
27 cable installation companies, home health aide companies, meat and poultry plants, landscaping
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1 companies, in white collar jobs, and in the government. This litigation has resulted both in
2 payment of back wages and in practice changes by the companies.

3 7. I am barred in Pennsylvania, and I am admitted to practice in the U.S. Supreme
4 Court; U.S. Court of Appeals for the Third, Fourth, Sixth, Eighth, Ninth, and Eleventh Circuits;
5 U.S. District Courts for the Eastern, Middle, and Western Districts of Pennsylvania, District of
6 Colorado, Eastern and Western Districts of Arkansas, Northern District of New York, Northern
7 District of Illinois, Southern District of Indiana, Northern District of Ohio, Eastern District of
8 Michigan, District of Nebraska, Western District of Tennessee, Southern, Western and Eastern
9 Districts of Texas; and the U.S. Bankruptcy Court for the Eastern District of Pennsylvania.

10 8. I am a 2007 graduate of Harvard Law School, where I graduated *cum laude*. I
11 routinely speak at conferences on issues relating to workers' rights. I currently serve on Cornell's
12 ILR-Hotel School CIHLER Advisory Board, and I am a Board Member of the Keystone
13 Research Center. I was named a 2020 Pennsylvania Super Lawyer, after being named as a Rising
14 Star in every year over the prior decade. In 2021, I was named in Best Lawyers in America. In
15 2015, I was honored as a "Lawyer on the Fast Track" by The Legal Intelligencer. In 2010, I was
16 honored as an "Unsung Hero" by the Legal Intelligencer, Pennsylvania's daily law journal, for
17 my *pro bono* work.

18 9. Krysten Connon is a partner at Lichten & Liss-Riordan, and has worked on this
19 matter with me at all times, and participated in all aspects of this matter since its inception.
20 Krysten Connon is an experienced and dedicated attorney. She represents workers in disputes
21 against their employers and primarily concentrates her practice on wage and hour class and
22 collective actions arising under the Fair Labor Standards Act and state laws. Krysten has
23 represented workers from a variety of backgrounds and in various industries, including cable
24 and satellite installers, delivery drivers, and nurses. Krysten graduated *summa cum laude* from
25 the Drexel University Thomas R. Kline School of Law, and she is a Phi Beta Kappa graduate of
26 the University of Maryland. Following law school, Krysten served as a federal judicial law clerk
27 before joining the commercial litigation department of a national law firm, where she
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1 represented clients in complex commercial litigation and arbitration matters. Krysten also
2 worked as a Staff Attorney at Women Against Abuse, where she litigated cases originating as
3 domestic violence matters. Krysten was named a Pennsylvania Rising Star in 2020 and 2021 by
4 Thomson Reuters' Super Lawyers. Prior to joining Lichten & Liss-Riordan, Krysten worked as
5 an attorney in the Employment Rights Group of Berger Montague.

6 10. Prior to joining Lichten & Liss-Riordan, P.C. in January 2021, I was a
7 Shareholder at Berger Montague PC, where I served as Co-Chair of the Employment Rights
8 Department. Berger Montague specializes in class action litigation in federal and state courts
9 and is one of the preeminent class action law firms in the United States. Berger Montague's
10 Employment Department has considerable experience representing employees in class action
11 and collective action litigation. Berger Montague has played lead roles in major class action
12 cases for over 48 years, resulting in recoveries totaling many billions of dollars for the clients
13 and the classes they represent.

14 11. In my prior role as Co-Chair of the Employment Rights Department at Berger
15 Montague PC, I oversaw and directed the work of all class and collective wage and hour cases
16 litigated by the Firm, including this case.

17 12. I have received high judicial praise for my legal representation of workers. For
18 example, in a case involving home health aide workers unlawfully denied overtime pay, Judge
19 Timothy R. Rice, United States Magistrate Judge for the U.S. District Court for the Eastern
20 District of Pennsylvania, described me and my former department at Berger Montague as "some
21 of the finest legal representation in the nation," who are "ethical, talented, and motivated to help
22 hard working men and women." *Gonzalez v. Veritas Consultant Group, LLC, d/b/a Moravia*
23 *Health Network*, No. 2:17-cv-1319-TR (E.D. Pa. March 13, 2019). *See also Acevedo v.*
24 *Brightview Landscapes, LLC*, No. 3:13-cv-2529, 2017 WL 4354809 (M.D. Pa. Oct. 2, 2017)
25 (Mannion, J.) ("The court is confident that [class counsel] are highly skilled in FLSA collective
26 and hybrid actions, as seen by their dealings with the court and the results achieved in both
27 negotiating and handling the settlement to date."); *Morales v. Farmland Foods, Inc.*, No. 8:08-

1 cv-504, 2013 WL 1704722 (D. Neb. Apr. 18, 2013) (regarding the work of Berger Montague
2 and other-co-counsel: “plaintiffs’ counsel succeeded in vindicating important rights. ... The
3 court is familiar with “donning and doffing” cases and based on the court’s experience,
4 defendant meat packing companies’ litigation conduct generally reflects “what can only be
5 described as a deeply-entrenched resistance to changing their compensation practices to comply
6 with the requirements of FLSA.” (citation omitted). Plaintiffs’ counsel performed a recognized
7 public service in prosecuting these actions as a ‘private Attorney General’ to protect the rights
8 of underrepresented workers. The plaintiffs have demonstrated that counsel’s services have
9 benefitted the class. ... The fundamental policies of the FLSA were vindicated and the rights of
10 the workers were protected.”).

11 13. I have been appointed class counsel in numerous class and collective action cases
12 seeking wages for employees under the FLSA and state wage and hour laws throughout the
13 country, both while a shareholder at Berger Montague and as a partner at Lichten & Liss-Riordan.
14 *See, e.g., Avery v. TEKsystems, Inc.*, No. 3:22-cv-02733-JSC (N.D. Cal. Feb. 13, 2024) (Dkt. No.
15 84) (certifying class and appointing Werman Salas P.C., Lichten & Liss-Riordan, P.C., and Olivier
16 & Schreiber LLP class counsel); *Davis v. Target Corporation*, No. 2:23-cv-00089-JFM, 2023 WL
17 8373162 (E.D. Pa. Dec. 1, 2023) (certifying litigation class of workers in wage and hour action);
18 *Smith v. Allegheny Technologies, Inc.*, No. 2:19-cv-00147, 2023 WL 2532262 (W.D. Pa. Feb. 22,
19 2023) (certifying litigation class in wage and hour action asserting unpaid wages under
20 Pennsylvania law and appointing Lichten & Liss-Riordan class counsel); *Hickman v. TL*
21 *Transportation, LLC, Amazon.com, et al.*, No. 2:17-cv-01038-GAM; 317 F. Supp. 3d 890; 318 F.
22 Supp. 3d 718 (E.D. Pa. 2020) (\$1.8m settlement on behalf of Delivery Associates in wage claim
23 against third party company of Amazon; favorable opinions on liability, personal jurisdiction,
24 individual liability, and conditional certification); *Merino v. Wells Fargo & Co.*, No. 2:16-cv-
25 07840-ES-MAH (D.N.J. 2020) (co-lead counsel in \$35 million wage and hour settlement on behalf
26 of personal bankers); *Holbert v. Waste Management, Inc.*, No. 2:18-cv-02649-CMR (E.D. Pa.
27 2019) (lead counsel in \$14.7 million FLSA nationwide settlement on behalf of 31,000 waste
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collectors); *Devlin v. Ferrandino & Son, Inc.*, No. 15-4976, 2016 WL 7178338, *10 (E.D. Pa. Dec. 9, 2016); *Gongaware v. Amazon.com, et al.*, No. 1:18-cv-08358 (N.D. Ill. May 24, 2021) (Dkt. No. 100 at ¶ 14.); *Nicks v. Koch Meat Co., Inc.*, No. 16-cv-6446; 2016 WL 6277489; 260 F. Supp. 3d 942; 265 F. Supp. 3d 841 (N.D. Ill. 2019) (\$1,832,000 settlement on behalf of chicken catchers in wage claim against national poultry processor; favorable opinions on jurisdiction, corporate entity structure; certification).

14. Lichten & Liss-Riordan is also routinely appointed as class counsel in wage and hour class and collective actions around the country. *See, e.g., Scovil v. FedEx Ground Package Sys., Inc.*, 886 F. Supp. 2d 45, 47 (D. Me. 2012) (“Harold Lichten of the firm of Lichten & Liss-Riordan, P.C. has extensive experience in class action litigation, employment litigation....”); *Tavares v. S-L Distribution Co., Inc.*, 2016 WL 1743268, at *3 (M.D. Pa. May 2, 2016) (finding counsel at Lichten & Liss-Riordan ... to have “considerable experience in employment rights litigation”); *Carrow v. FedEx Ground Package Sys., Inc.*, 2019 WL 7184548 (D.N.J. Dec. 26, 2019) (appointing attorneys at Lichten & Liss-Riordan as class counsel in wage-and-hour case in New Jersey); *Myers v. Jani-King of Philadelphia, Inc. et al.*, 2015 WL 1055700, * (E.D. Pa. Mar. 11, 2015) (appointing attorneys at Lichten & Liss-Riordan as class counsel in wage-and-hour case in Pennsylvania); *see also James v. Uber Techs. Inc.*, No. 19-CV-06462-EMC, 2021 WL 254303, at *11 (N.D. Cal. Jan. 26, 2021); *Mujo v. Jani-King Int'l, Inc.*, No. 3:16-CV-1990 (VAB), 2019 WL 145524, at *1 (D. Conn. Jan. 9, 2019); *DaSilva v. Border Transfer of MA, Inc.*, 296 F. Supp. 3d 389 (D. Mass. 2017); *Vargas v. Spirit Delivery & Distribution Servs., Inc.*, 245 F. Supp. 3d 268 (D. Mass. 2017); *O'Connor v. Uber Techs., Inc.*, No. C-13-3826 EMC, 2015 WL 5138097, at *1 (N.D. Cal. Sept. 1, 2015), *rev'd on other grounds*, 904 F.3d 1087 (9th Cir. 2018); *De Giovanni v. Jani-King Int'l, Inc.*, 262 F.R.D. 71 (D. Mass. 2009).

Class Counsel’s Experience in Actions Involving Amazon Delivery Associates

15. Class Counsel has represented Delivery Associates (“DAs”) in several cases involving Amazon and Delivery Service Partners (“DSPs”), such that we have familiarity with the claims at issue in this case, as well as the data used to perform damages calculations. The attorneys

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1 at Lichten & Liss-Riordan, Berger Montague, and Willig Williams & Davidson are experienced
2 litigators who have substantial experience in litigating matters involving Delivery Associates,
3 including against the Amazon Defendants at issue in this case. *See, e.g. Hickman v. TL*
4 *Transportation, LLC, Amazon.com, et al.*, (E.D. Pa. 2018) No. 2:17-cv-01038, Dkt. No. 130;
5 *Hickman*, 317 F. Supp. 3d 890; and *Hickman*, (E.D. Pa. 2018) 318 F. Supp. 3d 718 (settlement on
6 behalf of DAs in class and collective wage claim against Amazon and DSP; favorable opinion
7 obtained on liability); *Green v. Amazon.com, et al.*, (M.D.N.C. No. 1:18-cv-1032) (DAs
8 represented by Undersigned Counsel certified for settlement purposes on behalf of “all current and
9 former [DAs] who were paid by Defendant Valdivia to deliver packages to customers of
10 Amazon.com ...”); *Gaines v. Amazon.com, LLC, et al.*, (N.D. Ga. Jun. 22, 2020 No. 1:19-cv-
11 00528-WMR) (Dkt. No. 72) (DAs represented by Undersigned Counsel with collective certified
12 for settlement purposes on behalf of “Plaintiff, Opt-In Plaintiffs, and all current and former [DAs]
13 who were paid by Defendant on the Go to deliver packages to customers of Amazon.com ...”);
14 *Gongaware v. Amazon.com, et al.*, (N.D. Ill.) No. 1:18-cv-08358 (DAs represented by
15 Undersigned Counsel certifying for settlement purposes “a class and collective of ... all [DAs]
16 who were paid by Defendant Sheard-Loman Transport, LLC to deliver packages to Amazon
17 customers”); *Southern Star Express v. Page*, (W.D. Tx. Mar. 31, 2021) No. 5:19-cv-01423
18 (Dkt. No. 42) (DAs represented by Undersigned Counsel approving settlement on behalf of
19 collective of “all current and former [DAs] paid by Southern Star to deliver packages to customers
20 of Amazon...”); *Thomas et al v. JSTC LLC et al.*, (M.D. Fla.) No. 19-cv-01529-RBD-DAB
21 (settlement on behalf of DAs who were paid by Commercial Express . . . or any one of its
22 subcontractors . . . to deliver packages to customers of Amazon . . .”); *Johnson et al v. Trinity*
23 *Couriers et al*, (S.D. Ohio) No. 19-cv-00686-SKB (settlement on behalf of DAs “who were paid
24 by Trinity Couriers to deliver packages for customers of Amazon.com in the United States . . . or
25 who were paid by Seven A Service to deliver packages for customers of Amazon.com . . .”).

26 16. This settlement is structured in a manner that is materially similar to two other
27 California state court actions involving Amazon and other Delivery Service Providers as
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Defendants, both of which received preliminary and final approval in California state courts.

17. A true and correct copy of the Class, Representative, and Collective Action Settlement Agreement and Release is attached hereto as Exhibit 1.

18. The six Named Plaintiffs also entered into separate release agreements, wherein each of them will receive an additional negotiated payment for their broader general release of claims. The additional payments in exchange for a general release of claims to the Named Plaintiffs do not otherwise impact fairness of this Settlement. The Named Plaintiffs bargained away additional rights beyond the scope of the wage-hour claim release. True and correct copies of the general release agreements are attached as Exhibit 2.

19. A true and correct copy of the Contra Costa County Superior Court's order and opinion granting final approval to the settlement in the *Brown v. Synctruck* matter (Case No. MSC18-02499) is attached hereto as Exhibit 3.

20. A true and correct copy of the San Mateo County Superior Court's order granting final approval to the settlement in the *Prater v. On Courier 365, Inc.* matter (Case No. 20-CIV-02814) is attached hereto as Exhibit 4.

The Proposed Settlement is Fair and Reasonable

21. In this case, Class Counsel represented Plaintiffs and the Settlement Class and Collective. I led and oversaw each of the mediations that ultimately led to the Settlement.

22. Class Counsel has undertaken extensive factual investigations and development of strategy and legal theories related to the unpaid overtime claims of DAs across the country who were paid by various entities to deliver packages purchased by consumers on Amazon.com.

23. 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.

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

10 25. In order to appropriately inform the ADR process, the Parties exchanged data and
11 information in connection with the threatened claims, including payroll data as well as Amazon’s
12 delivery data for Delivery Associates (“DA”) who were paid by Advanced Carrier Services, LLC,
13 B-Z Conveyance, LLC, Delivery Response On-Time Parcel LLC, and OnDot LLC and delivered
14 packages to customers of Amazon.com, which counsel for all Parties reviewed and analyzed
15 extensively. This process allowed the Parties to assess the potential liability and possible damages
16 for the asserted and unasserted claims and engage in informed, good faith, arms-length settlement
17 negotiations. As a result of the ADR process (including the extensive review of data), mediations,
18 and settlement negotiations, the Parties have agreed fully and finally to resolve these matters on
19 the terms and conditions described herein.

20 26. On or around July 17, 2023, Plaintiffs filed with the LWDA and served on
21 Defendants a notice letter under Labor Code section 2699.3 stating an intention to seek PAGA
22 penalties for themselves and other aggrieved employees.

23 27. Class Counsel has made a thorough and independent investigation of the facts and
24 law relating to the allegations in this lawsuit. Class Counsel further analyzed the potential damages
25 that might be recovered following the exchange of documents and information through the ADR
26 process with Defendants as described above. Plaintiffs used this information to perform an analysis
27 of the potential damages arising from the claims made in this case.

28 DECLARATION OF SARAH R. SCHALMAN-BERGEN

1 28. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts
2 developed during the mediation process and the law applicable thereto; (b) the risks of continued
3 litigation; and (c) the desirability of consummating this Settlement according to the terms of this
4 Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement Agreement are
5 fair and reasonable, and that it is in the best interests of Plaintiffs and the Settlement Class
6 Members and Collective Members to settle their claims against Defendants and the Released
7 Parties (as defined below) as set forth herein.

8 29. As a result of the ADR process (including the exchange of information),
9 mediations, and settlement negotiations, the Parties have agreed fully and finally to resolve this
10 matter on the terms and conditions described herein. Class Counsel has made a thorough and
11 independent investigation of the facts and law relating to the allegations in this lawsuit. Plaintiffs
12 have taken into account the uncertainty and risk of the outcome of further litigation, and the
13 difficulties and delays inherent in litigation. Plaintiffs and Class Counsel are also aware of the
14 burdens of proof necessary to establish liability for the claims asserted, both generally and in
15 response to Defendants' defenses thereto, and the difficulties in establishing damages for the
16 Settlement Class Members. Plaintiffs and Class Counsel have considered Defendants' agreement
17 to enter into a settlement that confers substantial relief upon the members of the Settlement Class
18 and Settlement Collective. Based on the foregoing, Class Counsel have concluded that settlement
19 for the consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable,
20 and adequate and is in the best interest of the putative class in light of all known facts and
21 circumstances, including the risk of delay, defenses asserted by Defendants, numerous potential
22 appellate issues, and other risks inherent in litigation.

23 30. The likely risks, complexity, delay and expense of proceeding with litigation are
24 clearly outweighed by the substantial and immediate financial relief presented by this excellent
25 settlement. While Plaintiffs believe the case was very strong, the outcome of the litigation is far
26 from certain and, if not settled, would require significant factual development, and would be
27 subject to the risk that even a favorable verdict at trial could be delayed based on any appeals by
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1 Defendants.

2 31. Based on my knowledge and expertise, I believe that the settlement is fair and
3 reasonable and in the best interests of the Settlement Class and Collective. The Settlement
4 Agreement offers significant advantages over the continued prosecution of this case.

5 32. Plaintiffs' counsel submitted the proposed settlement to the LWDA as required by
6 the Labor Code.

7 33. The Parties have spent considerable time negotiating and drafting the Settlement
8 Agreement, which ensures that all members of the Settlement Class are provided with Notice of
9 the Settlement Agreement and its terms. Moreover, Class Counsel will perform additional work
10 that will be necessary to bring this settlement to a conclusion, including overseeing the
11 administration of the settlement.

12 34. The Parties selected Analytics, a national class action settlement administrator, as
13 the Settlement Administrator, after a rigorous RFP process.

14 35. Class Counsel requests approval of attorneys' fees in this matter in the amount of
15 one-third of the settlement fund.

16 36. Class Counsel undertook significant risk in agreeing to represent Plaintiffs. Class
17 Counsel took on these matters at the exclusion of other matters. A significant portion of Class
18 Counsel's practice involves matters representing delivery associates, and this time could otherwise
19 have been spent on other matters.

20 37. Class Counsel agreed to represent Plaintiffs on a contingency fee basis. This
21 arrangement was important and meaningful, as many workers, including Plaintiffs, could not
22 otherwise afford to retain counsel at fixed hourly rates. Defendants are represented by some of the
23 most talented labor and employment counsel in the country. The contingency arrangement permits
24 a more even playing field than would otherwise be possible.

25 38. The contingency arrangement requires Class Counsel to bear a significant portion
26 of the risk of loss to the attorneys who take the case. This is unlike the arrangements that are
27 generally made for employers like Defendants, who pay their attorneys regardless of whether they
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1 win or lose.

2 39. In this case, Class Counsel would not have recovered any of their fees and out-of-
3 pocket costs had they not obtained a settlement or prevailed at trial. This risk was meaningful, and
4 further supports the requested fee.

5 40. Class Counsel collectively have spent hundreds of hours over the course of several
6 years investigating and bringing this case to a successful settlement for the benefit of the
7 Settlement Class and Collective Members. Such efforts have included developing the legal theories
8 of Defendants' wage and hour violations; conducting substantial legal and factual research on the
9 alleged violations; engaging in extensive ADR-related discovery; performing an in-depth review
10 of the data and information exchanged, including significant data analysis; attending multiple
11 mediation sessions; conducting dozens of telephonic and video meet and confer sessions; engaging
12 in written correspondence and negotiations overseen by two different mediators; and finalizing the
13 Settlement Agreement. Moreover, since preliminary approval, Class Counsel has responded to
14 Settlement Class and Collective Members' inquiries and regularly engaged with the Settlement
15 Administrator and Defendants' Counsel regarding the settlement administration. Class Counsel
16 will also spend additional hours to bring this case to final resolution. Specifically, assuming final
17 approval is granted, Class Counsel will continue to monitor the settlement administration process,
18 respond to Eligible Class Members' inquiries, and continue to ensure that the Settlement is
19 properly administered.

20 41. In this case, given that this settlement arose as a direct result of Class Counsel's
21 background, experience, and efforts in this sphere, a lodestar cross-check may not be the most
22 meaningful metric by which to evaluate the fee request. Class Counsel have brought significant
23 efficiencies to bear on this matter given their experience in litigating similar cases involving
24 Amazon as a Defendant.

25 42. Regardless, even accounting for work performed exclusively on this case, LLR
26 spent more than 350 hours litigating this matter. This work was performed by me, my partner
27 Krysten Connon, another former attorney at LLR, Jane Farrell, and the assistance of paralegal
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1 support staff.

2 43. The hourly rate I utilize is \$645, which is the same hourly rate that I was assigned
3 at Berger Montague PC when I left in December 2020 when litigating similar class and collective
4 action wage and hour cases. Ms. Cannon's utilized hourly rate is \$550. These rates are significantly
5 lower than the rates charged by attorneys practicing in this jurisdiction with similar levels of
6 experience and expertise in this area of litigation.

7 44. I understand that, had I remained at BMPC, the hourly rate that the firm charged
8 for my work would have increased in 2021, 2022, 2023 and 2024, but I have not increased my
9 rate. This hourly rate was accepted and approved by federal courts around the country in other
10 wage and hour class and collective action cases where I served as lead counsel when used as a
11 cross check on a fee award requested on a percentage basis, as is the case here. *See e.g., Merino et*
12 *al. v. Wells Fargo & Company et al.*, No. 2:16-cv-07840-ES-MAH (D.N.J. Jan. 15, 2020); *Brewer*
13 *v. Homeland Vinyl Products, Inc.*, No. 1:17-cv-04290-NLH-KMW (D.N.J. Sept. 10, 2019);
14 *Holbert v. Waste Management, Inc.*, No 2:18-cv-02649-CMR (E.D. Pa. Aug. 7, 2019); *Shaw, et*
15 *al. v. AMN Servs., LLC*, No. 3:16-cv-02816 (N.D. Cal. May 31, 2019) (conducting lodestar cross
16 check and holding "[t]he Court further finds that the hourly rates of Class Counsel's co-counsel,
17 Berger Montague PC, also are within the prevailing range of hourly rates charged by attorneys
18 providing similar services in class action, wage-and-hour cases"); *Scolaro v. RightSourcing, Inc.*,
19 No. 8:16-cv-01083 (C.D. Cal. June 26, 2017) (approving Berger Montague's hourly rates); *Lopez*
20 *v. T/J Inspection, Inc.*, No. 5:16-cv-148 (W.D. Okla. April 12, 2017); *Devlin v. Ferrandino & Son,*
21 *Inc.*, No. 15-4976, 2016 WL 7178338, at *2 (E.D. Pa. Dec. 9, 2016) (approving billing rates, and
22 holding Berger Montague attorneys "have substantial experience in FLSA cases and their hourly
23 rates are also within the range charged by attorneys with comparable experience levels for
24 litigation of a similar nature.").

25 45. My partners, Harold Lichten and Shannon Liss-Riordan, have customarily been
26 approved at rates of \$700 to more than \$800 per hour in class action employment cases. *See, e.g.,*
27 *O'Connor v. Uber Techs., Inc.*, 2019 WL 4394401, at *8 (N.D. Cal. Sept. 13, 2019) (approving

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hourly rate of \$850 per hour for Attorney Liss-Riordan); *Cotter v. Lyft Inc.*, 2017 WL 1033527 (N.D. Cal. Mar. 16, 2017) (Dkt. No. 310) (approving hourly rate of \$800 for Attorney Liss-Riordan); *In Re Caviar, Inc.*, JAMS Ref. No. 1100082951 (same); *Tang, et al. v. Shyp, Inc.*, JAMS Ref. No. 01-15-0004-0358; *Reid v. Postmates, Inc.*, JAMS Ref. No. 1100081502 (same); *Smith v. City of Boston*, No. 12-10291 (D. Mass. Oct. 26, 2020) (Dkt. No. 322) (approving \$700 as a reasonable hourly rate for Attorney Harold Lichten).

46. I am aware from the declarations of Michaela Wallin and Ryan Hancock that my co-counsel report spending in excess of 850 hours and 150 hours, respectively, litigating this matter, for a total of 1,350 hours between the three firms, not including time and efforts spent on related matters that contributed to the efficiencies and success of the result achieved here.

47. Utilizing a blended rate of \$500 per hour, Class Counsel's total current lodestar would exceed \$675,000, resulting in a multiplier of less than 1.5.

48. The risks Class Counsel undertook were real, and the resources that Class Counsel have dedicated to this action meant that such resources were not available to other cases.

49. Corporations generally have the luxury of being able to hire legal counsel and have the means to pay them on an hourly basis. From my experience working at a large corporate firm, I am generally aware of the manner in which large law firms are paid. Such law firms receive pay from their clients (relatively and generally) contemporaneously with performing the work required, whether they win or lose. They are not generally required to advance litigation costs out-of-pocket.

50. The fee shifting provisions of the FLSA and California state laws are an attempt to give workers a fighting chance to not be "outlawyered" in their claims, or to even be represented in the first place. And the use of a percentage of common fund approach appropriately aligns the interests of plaintiffs' counsel with plaintiffs. Further, lawyers should not be punished for efficiency by having a fee reduced based on the amount of lodestar they are able to bill to a case, or because they did not bill "enough" hours to the matter. Such an approach to fee awards incentives inefficiency, waste and potentially delay.

DECLARATION OF SARAH R. SCHALMAN-BERGEN

1 51. Class Counsel have worked on a contingent basis for years to bring this settlement
2 to fruition, advancing substantial costs, all without pay. Class Counsel secured this excellent result
3 by engaging in this methodical, detailed legal work. This process took a substantial percentage of
4 our time and effort, and at each and every step, Class Counsel took actions designed to further the
5 best interests of the group of workers we represent.

6 52. I believe that the requested fee is reasonable under the circumstances and should be
7 approved by the Court.

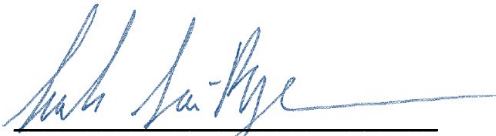
8 53. This litigation also required Class Counsel to advance costs over a series of years.
9 Because the risk of advancing costs in this type of litigation is significant, doing so is often cost
10 prohibitive to many attorneys.

11 54. My firm has incurred costs in the amount of \$24,730.84 to date in order prosecute
12 this action.

13 55. I have received reported costs from BMPC and WWD. Based on those reported
14 costs, Class Counsel's collective current costs total \$35,238.37, which includes mediation costs,
15 travel costs, legal research costs, filing fees, and costs associated with printing and scanning. All
16 of these costs are reasonable out-of-pocket expenditures of the type typically billed by attorneys
17 to paying clients in the marketplace. All of these expenses were reasonable and necessary for the
18 successful prosecution of this case. Class Counsel will continue to incur costs associated with this
19 matter, including additional research charges as well as overseeing the administration of the
20 Settlement. Class Counsel seeks reimbursement of their costs, up to a \$40,000 cap. The balance
21 above the costs incurred will be included in the distributions to the Settlement Class and Collective
22 Members.

23 56. I respectfully request that the Court grant final approval to the settlement so that
24 Settlement Class and Collective Members may promptly receive their Settlement Awards.

25
26 Dated: October 30, 2024


Sarah R. Schalman-Bergen

28 DECLARATION OF SARAH R. SCHALMAN-BERGEN

EXHIBIT 1

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

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

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

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

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

3

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

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

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

21 74. **Increase in Workweeks:** The Parties exchanged data and information prior to the
22 mediation, identifying a total of 2,172 employees and 51,651 Workweeks during the Relevant
23 Time Period. Plaintiffs relied on these numbers in negotiating the settlement. In the event that the
24 final total number of Workweeks increases by more than 15%, or 7,747 Workweeks, then, at
25 their option, Defendants may elect to either (1) end the Class Period on the date on which the
26 number of Workweeks does not increase by more than 7,747 Workweeks or (2) increase the
27 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 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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27

IT IS SO AGREED:

Dated: June 10, 2024

PLAINTIFF

DocuSigned by:

Randy Curran

84EEE6F994A9421...

RANDY CURRAN

Dated: June 6, 2024

PLAINTIFF

DocuSigned by:

Cierra Woolen

04FAE824C8EE43B...

CIERRA WOOLEN

Dated: June 10, 2024

PLAINTIFF

DocuSigned by:

Luisa Mazon

CB48CA1E6C5B48E...

LUISA MAZON

Dated: June 6, 2024

PLAINTIFF

DocuSigned by:

Roberto Ramirez

F18CF271282D43A...

ROBERTO RAMIREZ

Dated: June 6, 2024

PLAINTIFF

DocuSigned by:

Linda Fang

CA68475331D5413...

LINDA FANG

Dated: June 6, 2024

PLAINTIFF

DocuSigned by:

Alexis Bell

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ALEXIS BELL

Dated: March __, 2024
July 5, 2024

DEFENDANT

DocuSigned by:

Liz Hackett

B8D7F6B19C02496...

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

Dated: March __, 2024

DEFENDANT

AMAZON.COM, INC.
AMAZON LOGISTICS, INC.

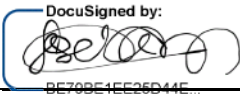
By: _____

Its: _____

13-Jun-2024

Dated: March __, 2024

DEFENDANT

DocuSigned by:

BE70BE4EE26D44E...

ADVANCED CARRIER SERVICES, LLC
José A Abad Hernandez

By: _____

Owner

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 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

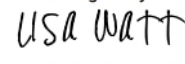
By: _____

Its: _____

4/22/2024

Dated: March __, 2024

DEFENDANT

DocuSigned by:

C15370E1C7B246B

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

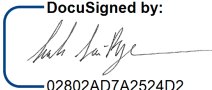
By: _____

Its: _____

APPROVED AS TO FORM:

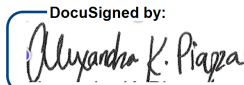
Dated: June 11, 2024

LICHTEN & LISS-RIORDAN, P.C.

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

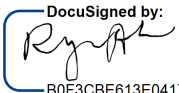
Dated: June 10, 2024

BERGER MONTAGUE PC

By:  _____
Alexandra Piazza
Michaela Wallin
Attorneys for Plaintiffs

Dated: June 11, 2024

WILLIG, WILLIAMS & DAVIDSON

By:  _____
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

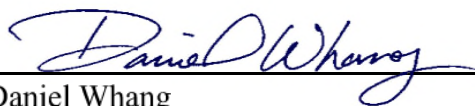
WILLIG, WILLIAMS & DAVIDSON

By: _____

Ryan Hancock
Attorneys for Plaintiffs

Dated: March 29, 2024

SEYFARTH SHAW LLP

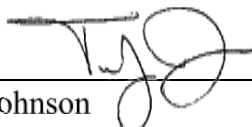
By:  _____

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.

EXHIBIT 2

RELEASE OF NON-FLSA CLAIMS

This Settlement Agreement and Release of Non-FLSA Claims (the “Agreement”) is made and entered into by and between Alexis Bell (“Bell”) and Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon”), and OnDot LLC (“ONDT”) and each of their respective 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 (“Releasees”).

WHEREAS, Bell was formerly employed as a Delivery Associate who was paid by ONDT to deliver packages to customers of Amazon from approximately from December 2018 to February 2020;

WHEREAS, Bell asserts she might have claims against Releasees that arose during the course of the time period when she worked as a Delivery Associate including, but not limited to, claims that would not arise under the Fair Labor Standards Act. These claims are separate and apart from those filed in the case styled *Curran, et al. v. Amazon.com, Inc., et al.*;

WHEREAS, Releasees deny the allegations brought by Bell and deny any and all liability or wrongdoing and enter into this Agreement as a compromise to avoid the burden and expense of additional litigation. Amazon specifically denies that it was a joint employer of Bell;

WHEREAS, this Agreement will become effective when the Court’s approval of the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action becomes a final, non-appealable order. If the Court does not approve the class and collective action settlement agreement, or if the Court’s approval does not become a final, non-appealable order, this Agreement shall not become effective. If this Agreement does not become effective, the Parties agree each shall return to their respective positions as existed on the day before this Agreement was executed and this Agreement shall not be used in evidence or argument in any other aspect in this action; and

NOW, THEREFORE, the Parties desire, without any concession or admission of unlawful conduct, liability, fault or wrongdoing, to enter into a complete, final and binding settlement and compromise of all claims, complaints, charges, actions, causes of action or issues that have been raised or could be raised by Bell against the Releasees arising out of in any way related to Bell’s employment or alleged employment with Releasees and/or any other occurrence up to and including the date Bell signs this Agreement, except as expressly excluded below.

1. **Payment and Other Consideration.** In consideration for the promises by Bell in this Agreement, Releasees will deliver (or cause to be delivered) to Bell’s counsel, a check payable to Bell for the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (the “Settlement

Payment”) in settlement and as consideration for the release of Bell’s claims against Releasees. Releasees will provide an IRS 1099-MISC Form to Bell with respect to the payment.

The Settlement Payment shall be the full settlement amount of all claims or potential claims held by Bell against Releasees, other than those claims that shall be asserted in the *Curran, et al. v. Amazon.com, Inc., et al.* action, and shall be payable within two (2) business days after the last one of these conditions precedent has occurred: 1) this Agreement is executed by Bell; 2) Releasees receive an IRS W-9 Form from Bell; and 3) Settlement Awards are paid to Eligible Class Members pursuant to the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

Bell understands and acknowledges that the Settlement Payment referenced above is provided solely in exchange for Bell’s execution of this Agreement and the releases and terms contained herein, and that Bell would not be entitled to any such consideration without executing this Agreement and this Agreement being effectuated in accordance with its terms. Upon receipt of the Settlement Payment referenced herein, Bell agrees that Releasees have no further liability or debt owing to Bell whatsoever for any reason as this is a complete and final settlement of all possible claims, that arose or could have arisen prior to the date of execution of this Agreement, whether known or unknown, against Releasees and the Released Parties, other than those FLSA claims in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

2. **Liability for Taxes.** In the event that any taxing body determines that amounts should have been withheld from the Settlement Payment (or from any portion of it) provided for in Paragraph 1 above, Bell acknowledges and assumes all responsibility for the payment of the employee’s share of any such taxes and agrees to indemnify and hold Releasees harmless from any tax liability arising out of the settlement amounts, payments, and other consideration provided for herein.

3. **Waiver and Release of Claims.** In exchange for the consideration set forth in this Settlement Agreement, Bell agrees to release and discharge Releasees finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Bell has or may have against the Releasees that arose prior to the date on which she executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Releasees relating to Bell’s employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the California Labor Code, California Business & Professions Code and any claims that were or could have been asserted in the Complaint, based on the facts alleged, for alleged unpaid wages, overtime compensation, meal and rest period premiums, unpaid expense reimbursement, liquidated or other damages, compensatory damages, unpaid costs, penalties, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, and/or any other federal/state, or local law, statute, regulation,

constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

Bell acknowledge she may have claims that are presently unknown based on actions that took place prior to the date she executes this Agreement and that the release of Bell's claims contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Releases, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Bell agrees that, although she may discover facts in addition to or different from those that are currently known or believed to be true with respect to Bell's released claims, it is her intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

With respect to Bell's released claims, Bell waives her rights under California Civil Code section 1542 which states:

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.

Provided, however, that nothing in this Agreement prohibits Bell from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendants, subject to the condition that once this Agreement becomes effective, Bell may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Bell's behalf with the EEOC or state or local fair employment agency. Bell further agrees and acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to them as set forth in this Agreement are related to sexual harassment or sexual abuse.

This General Release shall not apply to FLSA claims that are the subject of the *Curran, et al. v. Amazon.com, Inc., et al.* action. Bell acknowledges and agrees that this waiver and release is an essential and material term of this Agreement and that no settlement could have been reached by the parties without this term.

4. **Non-Admission.** The parties acknowledge that this Agreement does not constitute an admission by Releasees of any liability whatsoever but results solely from the desire to

expeditiously resolve disputed issues, and that Releasees denies all allegations of violation of any law, statute, ordinance, regulation, common law, tort or contract.

5. **Use of Agreement in Subsequent Proceedings.** The parties agree that this Agreement may not be used as evidence in any subsequent proceedings of any kind (without the written consent of all other parties) except one in which any party alleges a breach of this Agreement or as otherwise required by law.

6. **Entire Agreement.** Other than the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action, this Agreement constitutes the complete understanding between the parties and supersedes any and all other agreements, whether written or oral, by both parties. No other promises or agreements, either express or implied, will be binding between the parties unless signed in writing by all parties.

7. **Severability.** The parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. In the event that Paragraph 3 (Waiver and Release of Claims) is found to be invalid or unenforceable, in whole or in part, Releasees shall have the option in its sole discretion to enforce the remaining parts of that Paragraph or to cancel the entire Agreement. In the event Releasees decide to cancel the entire Agreement, the Agreement shall be null and void and none of the consideration shall be owing and if already paid, will be repaid in full by Bell.

8. **Signatures.** This Agreement may be signed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which taken together shall constitute the same instrument for the same effect as if all parties had signed the same signature page. An email or other electronic copy of any party's signature shall be deemed as legally binding as an original signature.

9. **Governing Law.** This Agreement is governed by, interpreted and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

DocuSigned by:

A070B4D2DB43461...

Alexis Bell

Date: June 6, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

OnDot LLC

Date: _____, 2024

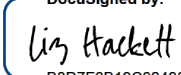
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Alexis Bell

Date:_____, 2024

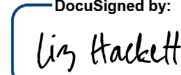
DEFENDANTS:

DocuSigned by:

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Amazon.com, Inc.

July 5, 2024

Date:_____, 2024

DocuSigned by:

B8D7F6B19C02496...

Amazon Logistics, Inc.

July 5, 2024

Date:_____, 2024

OnDot LLC

Date:_____, 2024

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Alexis Bell

Date: _____, 2024

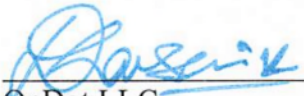
DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024



OnDot LLC

Date: 05/31/, 2024

RELEASE OF NON-FLSA CLAIMS

This Settlement Agreement and Release of Non-FLSA Claims (the “Agreement”) is made and entered into by and between Randy Curran (“Curran”) and Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon”), and Advanced Carrier Services, LLC (“ADCS”) and each of their respective 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 (“Releasees”).

WHEREAS, Curran was formerly employed as a Delivery Associate who was paid by ADCS to deliver packages to customers of Amazon from approximately from April 2019 to May 2019;

WHEREAS, Curran asserts she might have claims against Releasees that arose during the course of the time period when she worked as a Delivery Associate including, but not limited to, claims that would not arise under the Fair Labor Standards Act. These claims are separate and apart from those filed in the case styled *Curran, et al. v. Amazon.com, Inc., et al.*;

WHEREAS, Releasees deny the allegations brought by Curran and deny any and all liability or wrongdoing and enter into this Agreement as a compromise to avoid the burden and expense of additional litigation. Amazon specifically denies that it was a joint employer of Curran;

WHEREAS, this Agreement will become effective when the Court’s approval of the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action becomes a final, non-appealable order. If the Court does not approve the class and collective action settlement agreement, or if the Court’s approval does not become a final, non-appealable order, this Agreement shall not become effective. If this Agreement does not become effective, the Parties agree each shall return to their respective positions as existed on the day before this Agreement was executed and this Agreement shall not be used in evidence or argument in any other aspect in this action; and

NOW, THEREFORE, the Parties desire, without any concession or admission of unlawful conduct, liability, fault or wrongdoing, to enter into a complete, final and binding settlement and compromise of all claims, complaints, charges, actions, causes of action or issues that have been raised or could be raised by Curran against the Releasees arising out of in any way related to Curran’s employment or alleged employment with Releasees and/or any other occurrence up to and including the date Curran signs this Agreement, except as expressly excluded below.

1. **Payment and Other Consideration.** In consideration for the promises by Curran in this Agreement, Releasees will deliver (or cause to be delivered) to Curran’s counsel, a check payable to Curran for the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (the “Settlement Payment”) in settlement and as consideration for the release of Curran’s claims against Releasees. Releasees will provide an IRS 1099-MISC Form to Curran with respect to the payment.

The Settlement Payment shall be the full settlement amount of all claims or potential claims held by Curran against Releasees, other than those claims that shall be asserted in the *Curran, et al. v. Amazon.com, Inc., et al.* action, and shall be payable within two (2) business days after the last one of these conditions precedent has occurred: 1) this Agreement is executed by Curran; 2) Releasees receive an IRS W-9 Form from Curran; and 3) Settlement Awards are paid to Eligible Class Members pursuant to the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

Curran understands and acknowledges that the Settlement Payment referenced above is provided solely in exchange for Curran's execution of this Agreement and the releases and terms contained herein, and that Curran would not be entitled to any such consideration without executing this Agreement and this Agreement being effectuated in accordance with its terms. Upon receipt of the Settlement Payment referenced herein, Curran agrees that Releasees have no further liability or debt owing to Curran whatsoever for any reason as this is a complete and final settlement of all possible claims, that arose or could have arisen prior to the date of execution of this Agreement, whether known or unknown, against Releasees and the Released Parties, other than those FLSA claims in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

2. **Liability for Taxes.** In the event that any taxing body determines that amounts should have been withheld from the Settlement Payment (or from any portion of it) provided for in Paragraph 1 above, Curran acknowledges and assumes all responsibility for the payment of the employee's share of any such taxes and agrees to indemnify and hold Releasees harmless from any tax liability arising out of the settlement amounts, payments, and other consideration provided for herein.

3. **Waiver and Release of Claims.** In exchange for the consideration set forth in this Settlement Agreement, Curran agrees to release and discharge Releasees finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Curran has or may have against the Releasees that arose prior to the date on which she executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Releasees relating to Curran's employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the California Labor Code, California Business & Professions Code and any claims that were or could have been asserted in the Complaint, based on the facts alleged, for alleged unpaid wages, overtime compensation, meal and rest period premiums, unpaid expense reimbursement, liquidated or other damages, compensatory damages, unpaid costs, penalties, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, and/or any other federal/state, or local law, statute, regulation, constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written

or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

In addition, Curran expressly waives any and all claim against the Releases and, to the maximum extent permitted by law, releases Releases from any and all actual or potential actions, claims, causes of action, and damages, known or unknown, arising out of Curran's employment with any of the Releases or the termination of that employment under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act.

Curran acknowledge she may have claims that are presently unknown based on actions that took place prior to the date she executes this Agreement and that the release of Curran's claims contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Releases, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Curran agrees that, although she may discover facts in addition to or different from those that are currently known or believed to be true with respect to Curran's released claims, it is her intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

With respect to Curran's released claims, Curran waives her rights under California Civil Code section 1542 which states:

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.

Provided, however, that nothing in this Agreement prohibits Curran from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendants, subject to the condition that once this Agreement becomes effective, Curran may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Curran's behalf with the EEOC or state or local fair employment agency. Curran further agrees and acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to them as set forth in this Agreement are related to sexual harassment or sexual abuse.

This General Release shall not apply to FLSA claims that are the subject of the *Curran, et al. v. Amazon.com, Inc., et al.* action. Curran acknowledges and agrees that this waiver and release

is an essential and material term of this Agreement and that no settlement could have been reached by the parties without this term.

4. **Non-Admission.** The parties acknowledge that this Agreement does not constitute an admission by Releasees of any liability whatsoever but results solely from the desire to expeditiously resolve disputed issues, and that Releasees denies all allegations of violation of any law, statute, ordinance, regulation, common law, tort or contract.

5. **Use of Agreement in Subsequent Proceedings.** The parties agree that this Agreement may not be used as evidence in any subsequent proceedings of any kind (without the written consent of all other parties) except one in which any party alleges a breach of this Agreement or as otherwise required by law.

6. **Entire Agreement.** Other than the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action, this Agreement constitutes the complete understanding between the parties and supersedes any and all other agreements, whether written or oral, by both parties. No other promises or agreements, either express or implied, will be binding between the parties unless signed in writing by all parties.

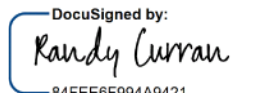
7. **Severability.** The parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. In the event that Paragraph 3 (Waiver and Release of Claims) is found to be invalid or unenforceable, in whole or in part, Releasees shall have the option in its sole discretion to enforce the remaining parts of that Paragraph or to cancel the entire Agreement. In the event Releasees decide to cancel the entire Agreement, the Agreement shall be null and void and none of the consideration shall be owing and if already paid, will be repaid in full by Curran.

8. **Signatures.** This Agreement may be signed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which taken together shall constitute the same instrument for the same effect as if all parties had signed the same signature page. An email or other electronic copy of any party's signature shall be deemed as legally binding as an original signature.

9. **Governing Law.** This Agreement is governed by, interpreted and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

DocuSigned by:

84FEE6F994A9421...
Randy Curran

Date: June 10, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

Advanced Carrier Services, LLC

Date: _____, 2024

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Randy Curran

Date:_____, 2024

DEFENDANTS:

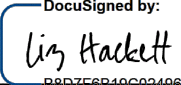
DocuSigned by:

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Amazon.com, Inc.

July 5, 2024

Date:_____, 2024

DocuSigned by:

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Amazon Logistics, Inc.

July 5, 2024

Date:_____, 2024

Advanced Carrier Services, LLC

Date:_____, 2024

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Randy Curran

Date: _____, 2024

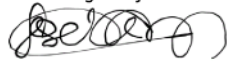
DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

DocuSigned by:

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Advanced Carrier Services, LLC

Date: 13-Jun-2024
_____, 2024

RELEASE OF NON-FLSA CLAIMS

This Settlement Agreement and Release of Non-FLSA Claims (the “Agreement”) is made and entered into by and between Luisa Mazon (“Mazon”) and Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon”), and Delivery Response On-Time Parcel LLC (“DROT”) and each of their respective 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 (“Releasees”).

WHEREAS, Mazon was formerly employed as a Delivery Associate who was paid by DROT to deliver packages to customers of Amazon from approximately from September 2019 to February 2020;

WHEREAS, Mazon asserts she might have claims against Releasees that arose during the course of the time period when she worked as a Delivery Associate including, but not limited to, claims that would not arise under the Fair Labor Standards Act. These claims are separate and apart from those filed in the case styled *Curran, et al. v. Amazon.com, Inc., et al.*;

WHEREAS, Releasees deny the allegations brought by Mazon and deny any and all liability or wrongdoing and enter into this Agreement as a compromise to avoid the burden and expense of additional litigation. Amazon specifically denies that it was a joint employer of Mazon;

WHEREAS, this Agreement will become effective when the Court’s approval of the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action becomes a final, non-appealable order. If the Court does not approve the class and collective action settlement agreement, or if the Court’s approval does not become a final, non-appealable order, this Agreement shall not become effective. If this Agreement does not become effective, the Parties agree each shall return to their respective positions as existed on the day before this Agreement was executed and this Agreement shall not be used in evidence or argument in any other aspect in this action; and

NOW, THEREFORE, the Parties desire, without any concession or admission of unlawful conduct, liability, fault or wrongdoing, to enter into a complete, final and binding settlement and compromise of all claims, complaints, charges, actions, causes of action or issues that have been raised or could be raised by Mazon against the Releasees arising out of in any way related to Mazon’s employment or alleged employment with Releasees and/or any other occurrence up to and including the date Mazon signs this Agreement, except as expressly excluded below.

1. **Payment and Other Consideration.** In consideration for the promises by Mazon in this Agreement, Releasees will deliver (or cause to be delivered) to Mazon’s counsel, a check payable to Mazon for the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (the

“Settlement Payment”) in settlement and as consideration for the release of Mazon’s claims against Releasees. Releasees will provide an IRS 1099-MISC Form to Mazon with respect to the payment.

The Settlement Payment shall be the full settlement amount of all claims or potential claims held by Mazon against Releasees, other than those claims that shall be asserted in the *Curran, et al. v. Amazon.com, Inc., et al.* action, and shall be payable within two (2) business days after the last one of these conditions precedent has occurred: 1) this Agreement is executed by Mazon; 2) Releasees receive an IRS W-9 Form from Mazon; and 3) Settlement Awards are paid to Eligible Class Members pursuant to the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

Mazon understands and acknowledges that the Settlement Payment referenced above is provided solely in exchange for Mazon’s execution of this Agreement and the releases and terms contained herein, and that Mazon would not be entitled to any such consideration without executing this Agreement and this Agreement being effectuated in accordance with its terms. Upon receipt of the Settlement Payment referenced herein, Mazon agrees that Releasees have no further liability or debt owing to Mazon whatsoever for any reason as this is a complete and final settlement of all possible claims, that arose or could have arisen prior to the date of execution of this Agreement, whether known or unknown, against Releasees and the Released Parties, other than those FLSA claims in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

2. **Liability for Taxes.** In the event that any taxing body determines that amounts should have been withheld from the Settlement Payment (or from any portion of it) provided for in Paragraph 1 above, Mazon acknowledges and assumes all responsibility for the payment of the employee’s share of any such taxes and agrees to indemnify and hold Releasees harmless from any tax liability arising out of the settlement amounts, payments, and other consideration provided for herein.

3. **Waiver and Release of Claims.** In exchange for the consideration set forth in this Settlement Agreement, Mazon agrees to release and discharge Releasees finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Mazon has or may have against the Releasees that arose prior to the date on which she executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Releasees relating to Mazon’s employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the California Labor Code, California Business & Professions Code and any claims that were or could have been asserted in the Complaint, based on the facts alleged, for alleged unpaid wages, overtime compensation, meal and rest period premiums, unpaid expense reimbursement, liquidated or other damages, compensatory damages, unpaid costs, penalties, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, and/or any other federal/state, or local law, statute,

regulation, constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

Mazon acknowledge she may have claims that are presently unknown based on actions that took place prior to the date she executes this Agreement and that the release of Mazon's claims contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Releases, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Mazon agrees that, although she may discover facts in addition to or different from those that are currently known or believed to be true with respect to Mazon's released claims, it is her intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

With respect to Mazon's released claims, Mazon waives her rights under California Civil Code section 1542 which states:

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.

Provided, however, that nothing in this Agreement prohibits Mazon from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendants, subject to the condition that once this Agreement becomes effective, Mazon may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Mazon's behalf with the EEOC or state or local fair employment agency. Mazon further agrees and acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to them as set forth in this Agreement are related to sexual harassment or sexual abuse.

This General Release shall not apply to FLSA claims that are the subject of the *Curran, et al. v. Amazon.com, Inc., et al.* action. Mazon acknowledges and agrees that this waiver and release is an essential and material term of this Agreement and that no settlement could have been reached by the parties without this term.

4. **Non-Admission.** The parties acknowledge that this Agreement does not constitute an admission by Releasees of any liability whatsoever but results solely from the desire to expeditiously resolve disputed issues, and that Releasees denies all allegations of violation of any law, statute, ordinance, regulation, common law, tort or contract.

5. **Use of Agreement in Subsequent Proceedings.** The parties agree that this Agreement may not be used as evidence in any subsequent proceedings of any kind (without the written consent of all other parties) except one in which any party alleges a breach of this Agreement or as otherwise required by law.

6. **Entire Agreement.** Other than the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action, this Agreement constitutes the complete understanding between the parties and supersedes any and all other agreements, whether written or oral, by both parties. No other promises or agreements, either express or implied, will be binding between the parties unless signed in writing by all parties.

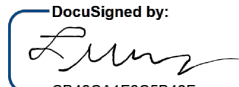
7. **Severability.** The parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. In the event that Paragraph 3 (Waiver and Release of Claims) is found to be invalid or unenforceable, in whole or in part, Releasees shall have the option in its sole discretion to enforce the remaining parts of that Paragraph or to cancel the entire Agreement. In the event Releasees decide to cancel the entire Agreement, the Agreement shall be null and void and none of the consideration shall be owing and if already paid, will be repaid in full by Mazon.

8. **Signatures.** This Agreement may be signed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which taken together shall constitute the same instrument for the same effect as if all parties had signed the same signature page. An email or other electronic copy of any party's signature shall be deemed as legally binding as an original signature.

9. **Governing Law.** This Agreement is governed by, interpreted and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

DocuSigned by:

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Luisa Mazon

Date: June 7, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

Delivery Response On-Time Parcel LLC

Date: _____, 2024

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Luisa Mazon

Date:_____, 2024

DEFENDANTS:

DocuSigned by:

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Amazon.com, Inc.

July 5, 2024

Date:_____, 2024

DocuSigned by:

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Amazon Logistics, Inc.

July 5, 2024

Date:_____, 2024

Delivery Response On-Time Parcel LLC

Date:_____, 2024

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Luisa Mazon

Date: _____, 2024

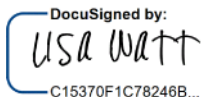
DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

DocuSigned by:

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Delivery Response On-Time Parcel LLC

Date: 21-Jun-2024, 2024

RELEASE OF NON-FLSA CLAIMS

This Settlement Agreement and Release of Non-FLSA Claims (the “Agreement”) is made and entered into by and between Roberto Ramirez (“Ramirez”) and Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon”), and Delivery Response On-Time Parcel LLC (“DROT”) and each of their respective 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 (“Releasees”).

WHEREAS, Ramirez was formerly employed as a Delivery Associate who was paid by DROT to deliver packages to customers of Amazon from approximately from September 2019 to February 2020;

WHEREAS, Ramirez asserts he might have claims against Releasees that arose during the course of the time period when he worked as a Delivery Associate including, but not limited to, claims that would not arise under the Fair Labor Standards Act. These claims are separate and apart from those filed in the case styled *Curran, et al. v. Amazon.com, Inc., et al.*;

WHEREAS, Releasees deny the allegations brought by Ramirez and deny any and all liability or wrongdoing and enter into this Agreement as a compromise to avoid the burden and expense of additional litigation. Amazon specifically denies that it was a joint employer of Ramirez;

WHEREAS, this Agreement will become effective when the Court’s approval of the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action becomes a final, non-appealable order. If the Court does not approve the class and collective action settlement agreement, or if the Court’s approval does not become a final, non-appealable order, this Agreement shall not become effective. If this Agreement does not become effective, the Parties agree each shall return to their respective positions as existed on the day before this Agreement was executed and this Agreement shall not be used in evidence or argument in any other aspect in this action; and

NOW, THEREFORE, the Parties desire, without any concession or admission of unlawful conduct, liability, fault or wrongdoing, to enter into a complete, final and binding settlement and compromise of all claims, complaints, charges, actions, causes of action or issues that have been raised or could be raised by Ramirez against the Releasees arising out of in any way related to Ramirez’s employment or alleged employment with Releasees and/or any other occurrence up to and including the date Ramirez signs this Agreement, except as expressly excluded below.

1. **Payment and Other Consideration.** In consideration for the promises by Ramirez in this Agreement, Releasees will deliver (or cause to be delivered) to Ramirez’s counsel, a check payable to Ramirez for the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (the

“Settlement Payment”) in settlement and as consideration for the release of Ramirez’s claims against Releasees. Releasees will provide an IRS 1099-MISC Form to Ramirez with respect to the payment.

The Settlement Payment shall be the full settlement amount of all claims or potential claims held by Ramirez against Releasees, other than those claims that shall be asserted in the *Curran, et al. v. Amazon.com, Inc., et al.* action, and shall be payable within two (2) business days after the last one of these conditions precedent has occurred: 1) this Agreement is executed by Ramirez; 2) Releasees receive an IRS W-9 Form from Ramirez; and 3) Settlement Awards are paid to Eligible Class Members pursuant to the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

Ramirez understands and acknowledges that the Settlement Payment referenced above is provided solely in exchange for Ramirez’s execution of this Agreement and the releases and terms contained herein, and that Ramirez would not be entitled to any such consideration without executing this Agreement and this Agreement being effectuated in accordance with its terms. Upon receipt of the Settlement Payment referenced herein, Ramirez agrees that Releasees have no further liability or debt owing to Ramirez whatsoever for any reason as this is a complete and final settlement of all possible claims, that arose or could have arisen prior to the date of execution of this Agreement, whether known or unknown, against Releasees and the Released Parties, other than those FLSA claims in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

2. **Liability for Taxes.** In the event that any taxing body determines that amounts should have been withheld from the Settlement Payment (or from any portion of it) provided for in Paragraph 1 above, Ramirez acknowledges and assumes all responsibility for the payment of the employee’s share of any such taxes and agrees to indemnify and hold Releasees harmless from any tax liability arising out of the settlement amounts, payments, and other consideration provided for herein.

3. **Waiver and Release of Claims.** In exchange for the consideration set forth in this Settlement Agreement, Ramirez agrees to release and discharge Releasees finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Ramirez has or may have against the Releasees that arose prior to the date on which he executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Releasees relating to Ramirez’s employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the California Labor Code, California Business & Professions Code and any claims that were or could have been asserted in the Complaint, based on the facts alleged, for alleged unpaid wages, overtime compensation, meal and rest period premiums, unpaid expense reimbursement, liquidated or other damages, compensatory damages, unpaid costs, penalties, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and

Housing Act, the California Constitution, and/or any other federal/state, or local law, statute, regulation, constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

In addition, Ramirez expressly waives any and all claim against the Releases and, to the maximum extent permitted by law, releases Releases from any and all actual or potential actions, claims, causes of action, and damages, known or unknown, arising out of Ramirez's employment with any of the Releases or the termination of that employment under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act.

Ramirez acknowledge he may have claims that are presently unknown based on actions that took place prior to the date he executes this Agreement and that the release of Ramirez's claims contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Releases, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected his decision to enter this release. Ramirez agrees that, although he may discover facts in addition to or different from those that are currently known or believed to be true with respect to Ramirez's released claims, it is his intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

With respect to Ramirez's released claims, Ramirez waives his rights under California Civil Code section 1542 which states:

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.

Provided, however, that nothing in this Agreement prohibits Ramirez from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendants, subject to the condition that once this Agreement becomes effective, Ramirez may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Ramirez's behalf with the EEOC or state or local fair employment agency. Ramirez further agrees and acknowledges that he has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to them as set forth in this Agreement are related to sexual harassment or sexual abuse.

This General Release shall not apply to FLSA claims that are the subject of the *Curran, et al. v. Amazon.com, Inc., et al.* action. Ramirez acknowledges and agrees that this waiver and release is an essential and material term of this Agreement and that no settlement could have been reached by the parties without this term.

4. **Non-Admission.** The parties acknowledge that this Agreement does not constitute an admission by Releasees of any liability whatsoever but results solely from the desire to expeditiously resolve disputed issues, and that Releasees denies all allegations of violation of any law, statute, ordinance, regulation, common law, tort or contract.

5. **Use of Agreement in Subsequent Proceedings.** The parties agree that this Agreement may not be used as evidence in any subsequent proceedings of any kind (without the written consent of all other parties) except one in which any party alleges a breach of this Agreement or as otherwise required by law.

6. **Entire Agreement.** Other than the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action, this Agreement constitutes the complete understanding between the parties and supersedes any and all other agreements, whether written or oral, by both parties. No other promises or agreements, either express or implied, will be binding between the parties unless signed in writing by all parties.

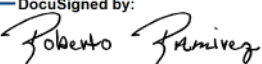
7. **Severability.** The parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. In the event that Paragraph 3 (Waiver and Release of Claims) is found to be invalid or unenforceable, in whole or in part, Releasees shall have the option in its sole discretion to enforce the remaining parts of that Paragraph or to cancel the entire Agreement. In the event Releasees decide to cancel the entire Agreement, the Agreement shall be null and void and none of the consideration shall be owing and if already paid, will be repaid in full by Ramirez.

8. **Signatures.** This Agreement may be signed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which taken together shall constitute the same instrument for the same effect as if all parties had signed the same signature page. An email or other electronic copy of any party's signature shall be deemed as legally binding as an original signature.

9. **Governing Law.** This Agreement is governed by, interpreted and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

DocuSigned by:

F19CF271282D43A...

Roberto Ramirez

Date: June 6, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

Delivery Response On-Time Parcel LLC

Date: _____, 2024

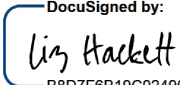
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Roberto Ramirez

Date:_____, 2024

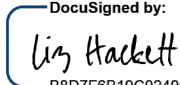
DEFENDANTS:

DocuSigned by:

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Amazon.com, Inc.

July 5, 2024

Date:_____, 2024

DocuSigned by:

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Amazon Logistics, Inc.

July 5, 2024

Date:_____, 2024

Delivery Response On-Time Parcel LLC

Date:_____, 2024

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Roberto Ramirez

Date: _____, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024



Delivery Response On-Time Parcel LLC

Date: 6/14, 2024

RELEASE OF NON-FLSA CLAIMS

This Settlement Agreement and Release of Non-FLSA Claims (the “Agreement”) is made and entered into by and between Cierra Woolen (“Woolen”) and Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon”), and B-Z Conveyance, LLC (“BZCY”) and each of their respective 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 (“Releasees”).

WHEREAS, Woolen was formerly employed as a Delivery Associate who was paid by BZCY to deliver packages to customers of Amazon from approximately from January 2020 to February 2020;

WHEREAS, Woolen asserts she might have claims against Releasees that arose during the course of the time period when she worked as a Delivery Associate including, but not limited to, claims that would not arise under the Fair Labor Standards Act. These claims are separate and apart from those filed in the case styled *Curran, et al. v. Amazon.com, Inc., et al.*;

WHEREAS, Releasees deny the allegations brought by Woolen and deny any and all liability or wrongdoing and enter into this Agreement as a compromise to avoid the burden and expense of additional litigation. Amazon specifically denies that it was a joint employer of Woolen;

WHEREAS, this Agreement will become effective when the Court’s approval of the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action becomes a final, non-appealable order. If the Court does not approve the class and collective action settlement agreement, or if the Court’s approval does not become a final, non-appealable order, this Agreement shall not become effective. If this Agreement does not become effective, the Parties agree each shall return to their respective positions as existed on the day before this Agreement was executed and this Agreement shall not be used in evidence or argument in any other aspect in this action; and

NOW, THEREFORE, the Parties desire, without any concession or admission of unlawful conduct, liability, fault or wrongdoing, to enter into a complete, final and binding settlement and compromise of all claims, complaints, charges, actions, causes of action or issues that have been raised or could be raised by Woolen against the Releasees arising out of in any way related to Woolen’s employment or alleged employment with Releasees and/or any other occurrence up to and including the date Woolen signs this Agreement, except as expressly excluded below.

1. **Payment and Other Consideration.** In consideration for the promises by Woolen in this Agreement, Releasees will deliver (or cause to be delivered) to Woolen’s counsel, a check payable to Woolen for the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (the “Settlement Payment”) in settlement and as consideration for the release of Woolen’s claims

against Releasees. Releasees will provide an IRS 1099-MISC Form to Woolen with respect to the payment.

The Settlement Payment shall be the full settlement amount of all claims or potential claims held by Woolen against Releasees, other than those claims that shall be asserted in the *Curran, et al. v. Amazon.com, Inc., et al.* action, and shall be payable within two (2) business days after the last one of these conditions precedent has occurred: 1) this Agreement is executed by Woolen; 2) Releasees receive an IRS W-9 Form from Woolen; and 3) Settlement Awards are paid to Eligible Class Members pursuant to the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

Woolen understands and acknowledges that the Settlement Payment referenced above is provided solely in exchange for Woolen's execution of this Agreement and the releases and terms contained herein, and that Woolen would not be entitled to any such consideration without executing this Agreement and this Agreement being effectuated in accordance with its terms. Upon receipt of the Settlement Payment referenced herein, Woolen agrees that Releasees have no further liability or debt owing to Woolen whatsoever for any reason as this is a complete and final settlement of all possible claims, that arose or could have arisen prior to the date of execution of this Agreement, whether known or unknown, against Releasees and the Released Parties, other than those FLSA claims in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

2. **Liability for Taxes.** In the event that any taxing body determines that amounts should have been withheld from the Settlement Payment (or from any portion of it) provided for in Paragraph 1 above, Woolen acknowledges and assumes all responsibility for the payment of the employee's share of any such taxes and agrees to indemnify and hold Releasees harmless from any tax liability arising out of the settlement amounts, payments, and other consideration provided for herein.

3. **Waiver and Release of Claims.** In exchange for the consideration set forth in this Settlement Agreement, Woolen agrees to release and discharge Releasees finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Woolen has or may have against the Releasees that arose prior to the date on which she executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Releasees relating to Woolen's employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the California Labor Code, California Business & Professions Code and any claims that were or could have been asserted in the Complaint, based on the facts alleged, for alleged unpaid wages, overtime compensation, meal and rest period premiums, unpaid expense reimbursement, liquidated or other damages, compensatory damages, unpaid costs, penalties, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, and/or any other federal/state, or local law, statute,

regulation, constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

Woolen acknowledge she may have claims that are presently unknown based on actions that took place prior to the date she executes this Agreement and that the release of Woolen's claims contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Releases, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Woolen agrees that, although she may discover facts in addition to or different from those that are currently known or believed to be true with respect to Woolen's released claims, it is her intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

With respect to Woolen's released claims, Woolen waives her rights under California Civil Code section 1542 which states:

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.

Provided, however, that nothing in this Agreement prohibits Woolen from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendants, subject to the condition that once this Agreement becomes effective, Woolen may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Woolen's behalf with the EEOC or state or local fair employment agency. Woolen further agrees and acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to them as set forth in this Agreement are related to sexual harassment or sexual abuse.

This General Release shall not apply to FLSA claims that are the subject of the *Curran, et al. v. Amazon.com, Inc., et al.* action. Woolen acknowledges and agrees that this waiver and release is an essential and material term of this Agreement and that no settlement could have been reached by the parties without this term.

4. **Non-Admission.** The parties acknowledge that this Agreement does not constitute an admission by Releasees of any liability whatsoever but results solely from the desire to expeditiously resolve disputed issues, and that Releasees denies all allegations of violation of any law, statute, ordinance, regulation, common law, tort or contract.

5. **Use of Agreement in Subsequent Proceedings.** The parties agree that this Agreement may not be used as evidence in any subsequent proceedings of any kind (without the written consent of all other parties) except one in which any party alleges a breach of this Agreement or as otherwise required by law.

6. **Entire Agreement.** Other than the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action, this Agreement constitutes the complete understanding between the parties and supersedes any and all other agreements, whether written or oral, by both parties. No other promises or agreements, either express or implied, will be binding between the parties unless signed in writing by all parties.

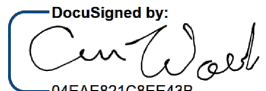
7. **Severability.** The parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. In the event that Paragraph 3 (Waiver and Release of Claims) is found to be invalid or unenforceable, in whole or in part, Releasees shall have the option in its sole discretion to enforce the remaining parts of that Paragraph or to cancel the entire Agreement. In the event Releasees decide to cancel the entire Agreement, the Agreement shall be null and void and none of the consideration shall be owing and if already paid, will be repaid in full by Woolen.

8. **Signatures.** This Agreement may be signed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which taken together shall constitute the same instrument for the same effect as if all parties had signed the same signature page. An email or other electronic copy of any party's signature shall be deemed as legally binding as an original signature.

9. **Governing Law.** This Agreement is governed by, interpreted and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

DocuSigned by:

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Cierra Woolen

Date: June 6, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

B-Z Conveyance, LLC

Date: _____, 2024

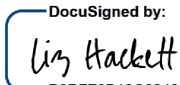
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Cierra Woolen

Date:_____, 2024

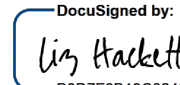
DEFENDANTS:

DocuSigned by:

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Amazon.com, Inc.

July 5, 2024

Date:_____, 2024

DocuSigned by:

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Amazon Logistics, Inc.

July 5, 2024

Date:_____, 2024

B-Z Conveyance, LLC

Date:_____, 2024

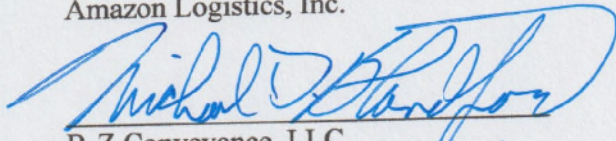
DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024



Date: June 3, 2024

B-Z Conveyance, LLC

Michael D. Blandford, Owner

RELEASE OF NON-FLSA CLAIMS

This Settlement Agreement and Release of Non-FLSA Claims (the “Agreement”) is made and entered into by and between Linda Fang (“Fang”) and Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon”), and Delivery Response On-Time Parcel LLC (“DROT”) and each of their respective 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 (“Releasees”).

WHEREAS, Fang was formerly employed as a Delivery Associate who was paid by DROT to deliver packages to customers of Amazon from approximately from September 2019 to March 2020;

WHEREAS, Fang asserts she might have claims against Releasees that arose during the course of the time period when she worked as a Delivery Associate including, but not limited to, claims that would not arise under the Fair Labor Standards Act. These claims are separate and apart from those filed in the case styled *Curran, et al. v. Amazon.com, Inc., et al.*;

WHEREAS, Releasees deny the allegations brought by Fang and deny any and all liability or wrongdoing and enter into this Agreement as a compromise to avoid the burden and expense of additional litigation. Amazon specifically denies that it was a joint employer of Fang;

WHEREAS, this Agreement will become effective when the Court’s approval of the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action becomes a final, non-appealable order. If the Court does not approve the class and collective action settlement agreement, or if the Court’s approval does not become a final, non-appealable order, this Agreement shall not become effective. If this Agreement does not become effective, the Parties agree each shall return to their respective positions as existed on the day before this Agreement was executed and this Agreement shall not be used in evidence or argument in any other aspect in this action; and

NOW, THEREFORE, the Parties desire, without any concession or admission of unlawful conduct, liability, fault or wrongdoing, to enter into a complete, final and binding settlement and compromise of all claims, complaints, charges, actions, causes of action or issues that have been raised or could be raised by Fang against the Releasees arising out of in any way related to Fang’s employment or alleged employment with Releasees and/or any other occurrence up to and including the date Fang signs this Agreement, except as expressly excluded below.

1. **Payment and Other Consideration.** In consideration for the promises by Fang in this Agreement, Releasees will deliver (or cause to be delivered) to Fang’s counsel, a check payable to Fang for the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (the

“Settlement Payment”) in settlement and as consideration for the release of Fang’s claims against Releasees. Releasees will provide an IRS 1099-MISC Form to Fang with respect to the payment.

The Settlement Payment shall be the full settlement amount of all claims or potential claims held by Fang against Releasees, other than those claims that shall be asserted in the *Curran, et al. v. Amazon.com, Inc., et al.* action, and shall be payable within two (2) business days after the last one of these conditions precedent has occurred: 1) this Agreement is executed by Fang; 2) Releasees receive an IRS W-9 Form from Fang; and 3) Settlement Awards are paid to Eligible Class Members pursuant to the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

Fang understands and acknowledges that the Settlement Payment referenced above is provided solely in exchange for Fang’s execution of this Agreement and the releases and terms contained herein, and that Fang would not be entitled to any such consideration without executing this Agreement and this Agreement being effectuated in accordance with its terms. Upon receipt of the Settlement Payment referenced herein, Fang agrees that Releasees have no further liability or debt owing to Fang whatsoever for any reason as this is a complete and final settlement of all possible claims, that arose or could have arisen prior to the date of execution of this Agreement, whether known or unknown, against Releasees and the Released Parties, other than those FLSA claims in the *Curran, et al. v. Amazon.com, Inc., et al.* action.

2. **Liability for Taxes.** In the event that any taxing body determines that amounts should have been withheld from the Settlement Payment (or from any portion of it) provided for in Paragraph 1 above, Fang acknowledges and assumes all responsibility for the payment of the employee’s share of any such taxes and agrees to indemnify and hold Releasees harmless from any tax liability arising out of the settlement amounts, payments, and other consideration provided for herein.

3. **Waiver and Release of Claims.** In exchange for the consideration set forth in this Settlement Agreement, Fang agrees to release and discharge Releasees finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Fang has or may have against the Releasees that arose prior to the date on which she executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Releasees relating to Fang’s employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the California Labor Code, California Business & Professions Code and any claims that were or could have been asserted in the Complaint, based on the facts alleged, for alleged unpaid wages, overtime compensation, meal and rest period premiums, unpaid expense reimbursement, liquidated or other damages, compensatory damages, unpaid costs, penalties, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, and/or any other federal/state, or local law, statute, regulation,

constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

In addition, Fang expressly waives any and all claim against the Releases and, to the maximum extent permitted by law, releases Releases from any and all actual or potential actions, claims, causes of action, and damages, known or unknown, arising out of Fang's employment with any of the Releases or the termination of that employment under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act.

Fang acknowledge she may have claims that are presently unknown based on actions that took place prior to the date she executes this Agreement and that the release of Fang's claims contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Releases, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Fang agrees that, although she may discover facts in addition to or different from those that are currently known or believed to be true with respect to Fang's released claims, it is her intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

With respect to Fang's released claims, Fang waives her rights under California Civil Code section 1542 which states:

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.

Provided, however, that nothing in this Agreement prohibits Fang from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendants, subject to the condition that once this Agreement becomes effective, Fang may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Fang's behalf with the EEOC or state or local fair employment agency. Fang further agrees and acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to them as set forth in this Agreement are related to sexual harassment or sexual abuse.

This General Release shall not apply to FLSA claims that are the subject of the *Curran, et al. v. Amazon.com, Inc., et al.* action. Fang acknowledges and agrees that this waiver and release is an essential and material term of this Agreement and that no settlement could have been reached by the parties without this term.

4. **Non-Admission.** The parties acknowledge that this Agreement does not constitute an admission by Releasees of any liability whatsoever but results solely from the desire to expeditiously resolve disputed issues, and that Releasees denies all allegations of violation of any law, statute, ordinance, regulation, common law, tort or contract.

5. **Use of Agreement in Subsequent Proceedings.** The parties agree that this Agreement may not be used as evidence in any subsequent proceedings of any kind (without the written consent of all other parties) except one in which any party alleges a breach of this Agreement or as otherwise required by law.

6. **Entire Agreement.** Other than the class and collective action settlement agreement in the *Curran, et al. v. Amazon.com, Inc., et al.* action, this Agreement constitutes the complete understanding between the parties and supersedes any and all other agreements, whether written or oral, by both parties. No other promises or agreements, either express or implied, will be binding between the parties unless signed in writing by all parties.

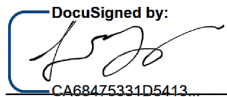
7. **Severability.** The parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. In the event that Paragraph 3 (Waiver and Release of Claims) is found to be invalid or unenforceable, in whole or in part, Releasees shall have the option in its sole discretion to enforce the remaining parts of that Paragraph or to cancel the entire Agreement. In the event Releasees decide to cancel the entire Agreement, the Agreement shall be null and void and none of the consideration shall be owing and if already paid, will be repaid in full by Fang.

8. **Signatures.** This Agreement may be signed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which taken together shall constitute the same instrument for the same effect as if all parties had signed the same signature page. An email or other electronic copy of any party's signature shall be deemed as legally binding as an original signature.

9. **Governing Law.** This Agreement is governed by, interpreted and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

DocuSigned by:

CA68475331D5413...

Linda Fang

Date: June 6, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024

Delivery Response On-Time Parcel LLC

Date: _____, 2024

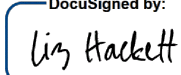
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Linda Fang

Date:_____, 2024

DEFENDANTS:

DocuSigned by:

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Amazon.com, Inc.

July 5, 2024

Date:_____, 2024

DocuSigned by:

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Amazon Logistics, Inc.

July 5, 2024

Date:_____, 2024

Delivery Response On-Time Parcel LLC

Date:_____, 2024

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF:

Linda Fang

Date: _____, 2024

DEFENDANTS:

Amazon.com, Inc.

Date: _____, 2024

Amazon Logistics, Inc.

Date: _____, 2024



Delivery Response On-Time Parcel LLC

Date: 6/14, 2024

EXHIBIT 3

CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION

SETTLEMENT AGREEMENT AND RELEASE

This Class, Representative, and Collective Action Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) encompasses three (3) separately filed actions, *Brown and Gordon, et al. v. Synctruck, LLC and Amazon Logistics, Inc.*,¹ (Contra Costa Sup. Ct., 2018, Case No. C18-02499) (“*Brown Matter*”); *O’Neal, et al. v. Synctruck, LLC and Amazon Logistics, Inc.*, (Sacramento Sup. Ct., 2020, Case No. 34-2020-00275424) (“*O’Neal Matter*”); *Huskey and Dennis, et al. v. Amazon.com, LLC*,² *Amazon Logistics, Inc., and Synctruck, LLC* (Eastern District of Cal., 2020, Case No. 2:20-at-00915) (“*Huskey Matter*”) (collectively the Matters are referred to as “the Lawsuits”).

This Settlement Agreement is entered into between Plaintiffs VANECIA BROWN and COURTNEY GORDON (collectively “Brown Plaintiffs”), NICLOE O’NEAL (“O’Neal Plaintiff”), and ROY HUSKEY III and SABRINA DENNIS (collectively “Huskey Plaintiffs”), individually, and on behalf of all others similarly situated (“Plaintiffs” or “Class Representatives”), on one hand, and Defendants AMAZON LOGISTICS, INC., and AMAZON.COM SERVICES, LLC, formerly known as AMAZON.COM, LLC (collectively “Amazon” or “Amazon Defendants” and collectively with Plaintiffs the “Parties”), on the other hand. Defendant SYNCTRUCK, LLC (“Synctruck”), against whom the Lawsuits also assert the same claims, is not party to this Settlement Agreement. Collectively, Synctruck and the Amazon Defendants are referred to as the “Defendants.”

This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve,

¹ Amazon Logistics, Inc. was erroneously sued as “Amazon Fulfillment Services, Inc.” in the *Brown Matter*.

² Amazon.com, LLC, now known as Amazon.com Services, LLC, was named as a defendant in the *Huskey Matter*. However, Amazon Logistics, Inc. contracted with Synctruck for Synctruck’s drivers to provide delivery services to Amazon’s customers in California and Utah.

discharge and settle the “Released Claims” (as defined below) pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Settlement Agreement, which is contingent upon Final Court approval, contains the essential terms of the Parties’ agreement. The Class Representatives and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Class Members.

I. DEFINITIONS

1. Actions

“Actions,” “Lawsuits,” or “Matters” mean the civil actions filed by Plaintiffs entitled *Brown and Gordon, et al. v. Synctruck, LLC and Amazon Logistics, Inc.* (Contra Costa Sup. Ct., 2018, Case No. C18-02499) (“*Brown Matter*”); *O’Neal, et al. v. Synctruck, LLC and Amazon Logistics, Inc.* (Sacramento Sup. Ct., 2020, Case No. 34-2020-00275424) (“*O’Neal Matter*”); *Huskey and Dennis, et al. v. Amazon.com, LLC, Amazon Logistics, Inc., and Synctruck, LLC* (Eastern District of Cal, 2020, Case No. 2:20-at-00915) (“*Huskey Matter*”) (collectively the Matters are referred to as “the Lawsuits”).

2. Class Counsel

“Class Counsel” means Glancy Prongay & Murray, LLP (Counsel for the *Brown* Plaintiffs); Clark Law Group and United Employees Law Group (Counsel for the *O’Neal* Plaintiff); and Lichten & Liss-Riordan, P.C., Willig Williams and Davidson, Berger Montague PC, and Schneider Wallace Cottrell Konecky LLP (Counsel for the *Huskey* Plaintiffs), who, subject to Court approval, shall act as counsel for the California Class Action Members, PAGA Settlement Group Members, and Utah Collective Action Members.

3. Class Counsel Award

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and settlement

with Amazon of these Lawsuits, and Class Counsel's expenses and legal costs incurred in connection with these Lawsuits.

4. Class Information

"Class Information" means information regarding Settlement Class Members that Synctruck has previously produced from its records, and any additional records that the Court may order Synctruck to produce, as supplemented if necessary by Amazon data to the extent contained in Amazon's business records, and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, containing (to the extent available) each Settlement Class Member's full name; last known mailing address; e-mail address; telephone numbers; social security number; dates of employment with Synctruck as a delivery driver in California or Utah; and the total number of California-based workweeks and Utah-based workweeks during which Settlement Class Members made deliveries to Amazon customers during the Class Period.

5. Class Members or Settlement Class Members

"Class Members" or "Settlement Class Members" means collectively:

a. "California Class Action Members" means all persons who are employed or have been employed as a W-2 hourly non-exempt employee by Synctruck who provided services as delivery drivers pursuant to a contract between Synctruck and Amazon to deliver goods to Amazon customers in the State of California at any time during the California Class Period.

b. "PAGA Settlement Group Members" means all California Class Action Members who delivered goods to Amazon customers in the State of California at any time during the PAGA Settlement Group Period and so will be paid an Individual PAGA Payment, regardless of whether they have filed a valid and timely Request for Exclusion.

c. "Utah Collective Action Members" means all persons who are employed or have been employed as a W-2 hourly non-exempt employee by Synctruck who provided services as

delivery drivers pursuant to a contract between Synctruck and Amazon to deliver goods to Amazon customers in the State of Utah at any time during the Utah Collective Action Period.

d. “Collective Action Members” refers to Plaintiffs and all persons who are employed or have been employed as a W-2 hourly non-exempt employee by Synctruck who provided services as delivery drivers pursuant to a contract between Synctruck and Amazon to deliver goods to Amazon customers at any time during the California Class Period or the Utah Collective Action Period.

6. Class Period

“Class Period” means collectively:

a. “California Class Period” means June 1, 2016 through and including March 7, 2021, which is the period that Synctruck made deliveries in the State of California pursuant to a contract with Amazon. The California Class Period includes the PAGA Settlement Group Period as well as the relevant FLSA period that Synctruck made deliveries in the State of California pursuant to a contract with Amazon.

b. “PAGA Settlement Group Period” means November 22, 2018 through and including March 7, 2021. The PAGA Settlement Group Period is included in the California Class Period.

c. “Utah Collective Action Period” means September 16, 2018 through and including March 7, 2021, which is the relevant FLSA period that Synctruck made deliveries in the State of Utah pursuant to a contract with Amazon.

7. Class Representatives

“Class Representatives” means Plaintiffs VANECIA BROWN, COURTNEY GORDON, NICLOE O’NEAL, ROY HUSKEY III, and SABRINA DENNIS.

8. Class Representatives' Enhancement Award

“Class Representatives' Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payments, in recognition of Plaintiffs' efforts and risks in assisting with the prosecution of the Lawsuits and in return for executing a general release with Amazon. Class Counsel will seek up to \$10,000.00 as service awards for each Class Representative, for which Class Representatives VANECA BROWN, COURTNEY GORDON, NICLOE O'NEAL, and ROY HUSKEY III will each execute a general release with Amazon, and for which Class Representative SABRINA DENNIS will execute a general release with Amazon subject to a limited carve out as set forth in paragraph I.9 below.

9. Class Representatives' Released Claims

“Class Representatives' Released Claims” means, with respect to VANECA BROWN, COURTNEY GORDON, NICLOE O'NEAL, and ROY HUSKEY III, all known and unknown claims against the Released Parties, including any Released Claims as well as all other claims under local, state, or federal law, including, but not limited to claims under California Business & Professions Code section 17200, claims under the California Labor Code (including, but not limited to, claims under the Private Attorneys General Act (“PAGA”)), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, meal and rest periods, itemized wage statements, final pay, accurate recordkeeping, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, 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 Releasees, as that term is defined, asserting any of Class Representatives' Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law.

"Class Representatives' Released Claims" means, with respect to SABRINA DENNIS, the same definition, except that it does not release any claims she has or may have against the Released Parties in connection with her work for delivery service provider Web to Door from approximately September 9, 2019 through October 6, 2019.

With respect to Class Representatives' Released Claims, Class Representatives waive their rights under California Civil Code section 1542 which states:

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.

10. Complaint

"Complaint" means the Consolidated Complaint filed by Plaintiffs in the *Brown* Matter in connection with this Settlement Agreement.

11. Court

"Court" means the Superior Court for the County of Contra Costa.

12. Defendants

"Defendants" means Synctruck and the Amazon Defendants.

13. Effective Date

“Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement Agreement becomes final. Such order becomes final upon the following events: (i) thirty (30) days after the Court issues the Final Approval Order granting approval of this Settlement Agreement if no objections to the Settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

14. Eligible Workweeks

“Eligible Workweeks” means collectively, the sum of the following:

a. “California Eligible Workweeks” means the aggregate count of all workweeks identified in the Class Information in which a California Class Action Member was employed by Synctruck and made deliveries to Amazon customers in California during the California Class Period.

b. “Utah Eligible Workweeks” means the aggregate count of all workweeks identified in the Class Information in which a Utah Collective Action Member was employed by Synctruck and made deliveries to Amazon customers in Utah during the Utah Collective Action Period.

15. Final Approval Hearing

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

16. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Settlement Agreement as binding upon the Parties and California Class Action Members, the PAGA Settlement Group Members, and Utah Collective Action Members, except as set forth below. The Final Judgment shall include a judgment on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

17. Individual Settlement Payment

“Individual Settlement Payment” means collectively:

a. “California Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating California Class Action Member (who may also be a Participating Collective Action Member), which is intended to provide compensation for the release of claims under California state, local law or administrative order, as well as federal law, including the FLSA, as further described in the definitions of California Class Action Member Released Claims and Collective Action Member Released Claims. Any California Class Action Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating California Class Action Member and is not eligible to receive a California Individual Settlement Payment. Additionally, only those Participating California Class Action Members who cash their California Individual Settlement Payment checks will be considered to have consented under the FLSA to opt into the collective action as proposed by the Consolidated Complaint and to have released all claims under the FLSA.

b. “Individual PAGA Payment” means the equal share of the \$15,000.00 amount allocated to the alleged aggrieved employees out of the total PAGA Payment that each California Class Action Member who worked during the PAGA Settlement Group Period will receive, without regard to whether the California Class Action Member submits a timely Request for

Exclusion.

c. “Utah Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Utah Collective Action Member, which is intended to provide compensation for the release of claims under Utah state, local law or administrative order, as well as the FLSA, as further described in the definition of Collective Action Member Released Claims. Only those Utah Collective Action Members who cash their Utah Individual Settlement Payment checks will be considered to have consented under the FLSA to opt into the collective action as proposed by the Consolidated Complaint and to have released all claims under the FLSA.

18. LWDA

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

19. Net Settlement Amount

“Net Settlement Amount” means the Total Settlement Amount less the Court-approved Class Counsel Award, Class Representatives’ Enhancement Awards, PAGA Payment (to the LWDA and PAGA Settlement Group Members), and Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating California Class Action Members and Collective Action Members in the form of California and Utah Individual Settlement Payments.

20. Notice of Class, Representative, and Collective Action Settlement

“Notice of Class, Representative, and Collective Action Settlement” means the notice to be sent by the Settlement Administrator to the Settlement Class Members approved by the Parties and subject to Court approval, substantially in the form of Exhibit A hereto, explaining the terms of the class, representative, and collective action settlement in this Settlement Agreement and the settlement process.

21. PAGA

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

22. PAGA Payment

“PAGA Payment” means the payment in the amount of \$60,000.00, or other amount if ordered by the Court, to be paid for PAGA penalties under the Settlement. Of this amount, 75% (\$45,000.00) shall be paid to the LWDA. The remaining 25% (\$15,000.00) of the PAGA Payment shall be paid in equal payments to the PAGA Settlement Group Members as their collective 25% share of the PAGA penalties under the Settlement.

23. Participating California Class Action Members

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

24. Participating Collective Action Members

“Participating Collective Action Members” means all California Class Action Members and Utah Collective Action Members who cash their California or Utah Individual Settlement Payment checks and thereby consent under the FLSA to opt into the collective action as proposed by the Consolidated Complaint and to release all Collective Action Member Released Claims.

25. Parties

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

26. Plaintiffs

“Plaintiffs” means Plaintiffs VANECIA BROWN, COURTNEY GORDON, NICLOE O’NEAL, ROY HUSKEY III, and SABRINA DENNIS.

27. Preliminary Approval Date

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

28. Qualified Settlement Fund

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

29. Released Claims

“Released Claims” shall mean collectively:

a. “California Class Action Member Released Claims” means any and all claims and/or causes of action under any California state, local or federal law or administrative order by Settlement Class Members and PAGA Settlement Group Members against Released Parties that were or could have been pled based on the allegations of the original, amended and Consolidated Complaints and the LWDA notices in any of the Lawsuits, whether known or unknown, including but not limited to, any claim for: (1) Failure To Pay Regular Pay/Min. Wages in Violation of Labor Code §§ 204, 210, 223, 558, 558.1, 1182.11, 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 & IWC Wage Order 9-2001, § 4; (2) Failure To Pay Overtime Premium Pay (including, but not

limited to, the failure to properly calculate the regular rate of pay) in Violation of Labor Code §§ 200, 204, 210, 510, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199 & IWC Wage Order 9-2001, § 3; (3) Failure To Provide Meal Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 11; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 12; (5) Failure To Reimburse For Necessary Expenditures in Violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (6) Failure to Provide Accurate Itemized Wage Statements and Failure to Maintain Records in Violation of Labor Code §§ 226, 226.3, 558.1, 1174, § 7; (7) Failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (8) Failure to Provide a Right to A Copy Of Signed Documents in Violation of Labor Code § 432; (9) Retaliation in Violation of Labor Code §§ 6310 and 1102.5; (10) Failure to Maintain Accurate Records in Violation of Labor Code §§ 226(a), 1174, 1174.5, and IWC Wage Order 9-2001; (11) Failure to Provide Paid Sick Days/Written Notice in Violation of Labor Code §§ 233, 234, 246, 246.5; (12) Failure to Comply with Client Employer Obligations for Subcontractors in Violation of Labor Code §§ 2810 and 2810.3, *et seq.*; (13) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.*; and claims for PAGA Penalties (Cal. Labor Code §§ 2698, *et seq.*) based on such alleged violations, or any related claims under the California Industrial Welfare Commission Wage Orders; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The period of the California Class Action Member Released Claims will extend through the period that Settlement Class Members made deliveries in California to Amazon

customers, on or about March 10, 2021, including any claims for wages or penalties that arose after that date based on work performed during that period.

b. “PAGA Release” means any and all claims and/or causes of action for civil penalties or other relief available pursuant to PAGA against Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations pled in the original, amended and Consolidated Complaints and the LWDA notices in any of the Lawsuits. Regardless of whether any California Class Action Member submits a timely Request for Exclusion, they will still be bound by the PAGA Release if they are members of the PAGA Settlement Group. The period of the PAGA release will extend through the period that the PAGA Settlement Group members made deliveries to Amazon customers, on or about March 10, 2021, including any claims for penalties that arose after that date based on work performed during that period.

c. “Collective Action Member Released Claims” means any and all claims and/or causes of action under the FLSA (as to the California Class Action Members and the Utah Collective Action Members) or any Utah state or local law or administrative order (as to the Utah Collective Action Members), by Settlement Class Members against Released Parties that were or could have been pled based on the allegations of the original *Huskey* Complaint and the Consolidated Complaint, including, without limitation, failure to pay minimum wage or overtime premium pay (including, but not limited to, the failure to properly calculate the regular rate of pay) in violation of the FLSA, derivative recordkeeping or other claims under the FLSA, related claims that could have been brought under Utah state or local law or administrative order, including but not limited to the Utah Payment of Wages Act, Utah Minimum Wage Act, the Utah Administrative Code and Rules; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under the FLSA or Utah law

including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Each Settlement Class Member who cashes their California or Utah Individual Settlement Payment check will become a Participating Collective Action Member who will be considered to have consented to opt into the collective action and to have released all Collective Action Member Released Claims up to March 10, 2021.

30. Released Parties

“Released Parties” or “Releasees” 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 Synctruck.

31. Request for Exclusion

“Request for Exclusion” means a letter setting forth a California Class Action Member’s full name, present mailing address, telephone number, email address (if applicable), last four digits of social security number, and a statement electing to be excluded from the Settlement. However, such California Class Action Members will still be bound by the terms of the PAGA Release if they are members of the PAGA Settlement Group. Specific details of how to submit a “Request for Exclusion” will be provided by the Notice of Class, Representative, and Collective Action Settlement.

32. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class, Representative, and Collective Action Settlement to

California Class Action Members, which is the last date on which California Class Action Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the Settlement; or (c) dispute the information contained in the Notice of Class, Representative, and Collective Action Settlement.

33. Settlement

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

34. Settlement Administrator

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

35. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement, not to exceed \$27,300. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Settlement Agreement.

36. Total Settlement Amount

“Total Settlement Amount” means the total maximum amount payable under the terms of this Settlement Agreement, which is not to exceed the gross sum of \$2,750,000.00 and includes, without limitation: the Net Settlement Amount; payment of Settlement Administration Costs as approved by the Court; any Class Representatives’ Enhancement Awards to Plaintiffs as approved by the Court; a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court; and the PAGA Payment (including the Individual PAGA Payments to the PAGA Settlement Group Members and the PAGA payment to the LWDA).

Payment of the amount necessary to cover the employer's portion of payroll taxes associated with the portion of the Individual Settlement Payments allocated to wages shall be paid to the Settlement Administrator in addition to the Total Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Settlement Agreement.

II. RECITALS

1. Class and Collective Certification

The Parties stipulate to certification of the Consolidated Complaint's proposed California class and proposed California and Utah collective for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class and collective certification will become null and void.

2. Defendants

On or about June 1, 2016, Synctruck, a delivery service provider, began making deliveries in California pursuant to a contract with Amazon Logistics, Inc, and employed delivery drivers in California to make such deliveries. On or about October 2018, Synctruck began making deliveries in Utah pursuant to a contract with Amazon Logistics, Inc., and employed delivery drivers in Utah to make such deliveries. Synctruck made deliveries for Amazon in California and Utah until on or about March 7, 2021. As such, no Settlement Class Members have been employed as Synctruck drivers making Amazon customer deliveries since on or about March 7, 2021.

3. Procedural History

On December 10, 2018, Plaintiffs VANECIA BROWN and COURTNEY GORDON filed the *Brown* Matter in Contra Costa County Superior Court. The *Brown* Matter is a putative class action and alleges the following claims for damages and penalties against Synctruck LLC and Amazon Fulfillment Services, Inc. for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Provide Pay for All Wages Earned; (4) Failure to Pay Overtime Pay; (5) Failure to Pay Final Pay; (6) Failure to Provide Accurate Wage Statements; and (7) Violation of California's Unfair Competition Law.

On February 14, 2020, Plaintiff NICLOE O'NEAL filed the *O'Neal* Matter in Sacramento Superior Court. The *O'Neal* Matter is a representative action and alleges claims for civil penalties under PAGA against Synctruck, LLC and Amazon Logistics, Inc. for the following alleged violations: (1) Failure To Pay Regular Pay/Min. Wages in Violation of the Labor Code & IWC Wage Order; (2) Failure To Pay Overtime Premium Pay in Violation of the Labor Code & IWC Wage Order, § 3; (3) Failure To Provide Meal Periods or Compensation in Lieu Thereof in Violation of the Labor Code and IWC Wage Order; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of the Labor Code and IWC Wage Order; (5) Failure to Provide Accurate Itemized Wage Statements and Failure to Maintain Records in Violation of the Labor Code; (6) Failure to Timely Pay Wages in Violation of the Labor Code; (7) Failure to Provide a Right to A Copy Of Signed Documents in Violation of the Labor Code; (8) Failure to Maintain Accurate Records in Violation of the Labor Code and IWC Wage Order; and (9) Failure to Provide Paid Sick Days/Written Notice in Violation of the Labor Code.

On September 16, 2020, Plaintiffs ROY HUSKEY III and SABRINA DENNIS filed the *Huskey* Matter in the Eastern District of California. The *Huskey* Matter is a putative class action (California only) and an FLSA collective action (California and Utah), and alleges the following

claims for damages and penalties against Synctruck, LLC, Amazon.com, LLC, and Amazon Logistics, Inc., for: (1) Violation of the FLSA; (2) Failure to Pay Regular Pay/Minimum Wages; (3) Failure to Pay Overtime Premium Pay; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Reimburse for Necessary Business Expenses; (7) Failure to Provide Accurate Wage Statements/Maintain Accurate Payroll Records; (8) Failure to Timely Pay Wages Owed; and (9) Violation of California's Unfair Competition Law. The Plaintiffs in the *Huskey* Matter had entered into a tolling agreement with Amazon to toll the statute of limitations beginning on February 28, 2019.

On November 20, 2020, the Parties and Synctruck engaged in a full-day joint mediation with mediator Tripper S. Ortman, Esq., and on and subsequent to that date, arms-length settlement negotiations between counsel for the Parties with the assistance of the mediator resulted in this Settlement.

Before the mediation and negotiations, Synctruck produced documentation including time and pay data sample, policy documents, class size and workweek information, and information regarding hourly rates, and Amazon produced documents concerning its contractual relationship with Synctruck. Defendants provided discovery sufficient to enable the Class Representatives and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendants have denied any and all liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits, have disputed the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class, collective action, or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission

by or against Defendants as to the merits or lack thereof of the claims asserted in the Lawsuits. Synctruck has contended, among other things, that, at all relevant times, it complied with all applicable state, federal and local laws related to the Settlement Class Members' employment. Amazon specifically denies that it employed any of the Settlement Class Members at issue. Amazon further denies any joint employer relationship with Synctruck or that it employed any of the Settlement Class Members for any purposes. Nevertheless, Amazon has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendants collectively or individually, or an admission that class, collective, or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any other litigation or agency or arbitration proceeding as necessary to approve, interpret, or enforce this Settlement, or to support a stay of such litigation or proceeding, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

4. Benefits of Settlement to Class Members

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 Lawsuits, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class Counsel have considered Amazon's agreement to enter into a settlement that confers substantial relief upon the Settlement Class Members. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the putative class in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendants, numerous potential appellate issues, and other risks inherent in litigation.

5. Amazon's Reasons for Settlement

Amazon has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Amazon's 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 and Settlement Class Members. Amazon has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Amazon

continues to contend that it is not liable or jointly and severally liable for any of the claims set forth by Plaintiffs in the Lawsuits, Amazon has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims in the Lawsuits. Amazon contends that it has complied with all applicable state, federal, and local laws and administrative orders.

6. Settlement of Disputed Claims

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

III. TERMS OF AGREEMENT

1. Release as To All Participating California Class Action Members

As of the Effective Date, the Participating California Class Action Members, including Plaintiffs, release the Released Parties from the California Class Action Member Released Claims. These releases will take effect whether or not a Participating California Class Action Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. PAGA Release as to PAGA Settlement Group Members

As of the Effective Date, the PAGA Settlement Group Members release the Released Parties from all PAGA claims covered by the PAGA Release.

3. Release as To All Collective Action Members

All Participating Collective Action Members will be deemed to have released all of their Collective Action Member Released Claims.

4. Release of Claims by Plaintiffs

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

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they 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 Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Synctruck and alleged employment with Amazon.

5. Tax Treatment

Twenty-five percent (25%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments shall be deemed payment for settlement of claims for wages and expenses and will be subject to appropriate deductions and withholdings calculated and made by the Settlement Administrator. Seventy-five percent (75%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments, shall be deemed payment for settlement of non-wage claims (*i.e.*, for penalties, liquidated damages, and interest under California law and the FLSA) and not subject to

withholdings. One hundred percent (100%) of the Individual PAGA Payments shall be deemed payment for settlement of claims for penalties and not subject to withholdings. The portion of Settlement Payments deemed payment for settlement of claims for wages and expenses shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments. Plaintiffs and any Settlement Class Member who receives any Individual Settlement Payment should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payments they receive under the Settlement.

6. Circular 230 Disclaimer

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

confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

7. Amendment of *Brown* Complaint

In order to effectuate the settlement of these Lawsuits and for purposes of this Settlement only, the Parties have stipulated to have the *O'Neal* Matter and *Huskey* Matter stayed and will request leave from the *Brown* Court for Plaintiffs to file a First Amended Complaint (or "Consolidated Complaint") in the *Brown* Matter, which will add Plaintiffs NICLOE O'NEAL, ROY HUSKEY III, and SABRINA DENNIS as named Plaintiffs against Amazon Defendants only and will combine the class, representative, and collective claims from the *Brown* Matter, *O'Neal* Matter, and *Huskey* Matter as against Amazon Defendants only. With respect to Synctruck, the Consolidated Complaint shall make no changes from the current complaint in the *Brown* matter.

Should the Court grant preliminary approval, the proposed Consolidated Complaint shall be deemed filed, and the Parties agree to waive any requirement that Defendants respond to the Consolidated Complaint, unless ordered by the Court.

Following the Effective Date, Plaintiffs' Counsel will promptly file dismissals of the *O'Neal* Matter and *Huskey* Matter with prejudice as to Amazon Defendants only.. In the event the Settlement is not approved and Effective Date does not occur, the original Complaint in the *Brown* Matter shall be reinstated *nunc pro tunc*, reflecting its status prior to the filing of any Consolidated Complaint, and the stays in the Lawsuits will be lifted.

8. Preliminary Approval of Settlement

Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying the Consolidated Complaint's proposed California class and proposed California and Utah

collective 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. The Parties shall jointly prepare the proposed Preliminary Approval Order. The Motion for Preliminary Approval shall include a request—and the proposed Preliminary Approval Order shall include a provision—that the Court order Synctruck to promptly produce to Amazon, or directly to the Settlement Administrator: (i) the Class Information; and (ii) all information required by the Settlement Administrator to calculate and pay the employer’s share of payroll taxes consistent with this Settlement, including but not limited to Synctruck’s eight-digit employer payroll tax account number (i.e., State Employer Identification Number). The Motion for Preliminary Approval shall include a request—and the proposed Preliminary Approval Order shall include a provision—that Synctruck shall provide the Class Information to Class Counsel with Class Members’ name, last known mailing address, email address, telephone number, and social security number excluded so that Class Counsel can check the calculations performed by the Settlement Administrator. The Motion for Preliminary Approval shall also seek from the Court a determination that this Settlement—which is between Plaintiffs and the Amazon Defendants but does not include Synctruck—constitutes a “good faith” settlement pursuant to California Code of Civil Procedure §§ 877 and 877.6. To the extent the Court requires a separate motion as to whether this Settlement constitutes a “good faith” settlement pursuant to California Code of Civil Procedure §§ 877 and 877.6, or requires that the motion be brought as part of the final approval motion, Plaintiffs agree to cooperate with Amazon in preparing and submitting such motion(s) and any supporting documents, and Plaintiffs agree that Amazon will have the right, but not the obligation, to prepare and submit its own briefing in support of the position that the Settlement constitutes a “good faith” settlement.

Plaintiffs shall obtain a Court hearing on a date agreed upon by all counsel for the Parties, to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) preliminarily approving the proposed Settlement consistent with the terms of this Settlement;(ii) certifying the Consolidated Complaint's proposed California class and proposed California and Utah collective for settlement purposes only; (iii) allowing the filing of the proposed Consolidated Complaint; and (iv) setting a hearing date for Final Approval. Class Counsel agree to provide Counsel for Amazon with drafts of the Motion for Preliminary Approval, supporting declarations, and any other documents they intend to submit in support of their Motion for Preliminary Approval at least fourteen (14) days before filing the Motion to allow Counsel for Amazon a reasonable time to review and comment on such papers and further agree to reasonably incorporate the comments from Counsel for Amazon. The Parties shall jointly prepare and file a proposed Preliminary Approval Order. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.

9. Submissions to the LWDA

At the same time as they submit this Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Settlement Agreement to the LWDA, as required by California Labor Code § 2699(1)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(1)(3).

10. Settlement Administrator

Within thirty (30) days of the Court granting Preliminary Approval of this Settlement Agreement, the Class Information ordered to be provided by Synctruck shall be provided as described in paragraph III.8 for purposes of mailing the Notice of Class, Representative, and Collective Action Settlement to the Settlement Class Members. If any Class Information is

incomplete, Amazon will attempt to supplement the incomplete information from its records within thirty (30) days thereafter. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for the Parties, consistent with paragraph III.8, except that relevant Class Member specific information can be provided to Class Counsel if necessary for Class Counsel to respond to inquiries or requests from specific Settlement Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Settlement Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Settlement Class Members to file any claim, charge or complaint of any kind whatsoever against any of the Amazon Defendants and will only be used to administer the Settlement under the terms provided herein.

No later than three (3) days after receipt of the Class Information, including any supplemental information from Amazon, the Settlement Administrator shall notify counsel for the Parties that the list has been received.

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

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall calculate the Individual Settlement Payments, subject to review if requested by the Parties. Within ten (10) business days after receiving the Class Information, the Settlement Administrator will mail copies of the Notice of Class, Representative, and Collective Action Settlement to all Settlement Class Members via regular First-Class U.S. Mail and email (if applicable). The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class

Member, including performing a skip-trace to identify any updated mailing addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. The form of the proposed Notice of Class, Representative, and Collective Action Settlement is attached as Exhibit A, and is subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the case.

b. Undeliverable Notices

Any Notice of Class, Representative, and Collective Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct mailing address by use of skip-tracing, or other search using the name, address and/or social security number of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Settlement Class Members who receive a re-mailed Notice of Class, Representative, and Collective Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments

Settlement Class Members who disagree with the number of workweeks stated on their applicable Notice of Class, Representative, and Collective Action Settlement derived from the Class Information may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a California Class Action Member's or Utah Collective Action Member's eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement, in consultation with the Parties if necessary in the event of a dispute. The Settlement

Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Settlement Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Synctruck's records (and/or Amazon's available records, if needed to assist in resolving the dispute) will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement

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

e. Exclusions

The Notice of Class, Representative, and Collective Action Settlement shall state that California Class Action Members who wish to exclude themselves from the Settlement must submit a valid Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name and present mailing address of the Settlement Class Member requesting exclusion; (2) contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) be signed by the Settlement Class Member, and; (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any California Class Action Member who validly and timely requests to be excluded from the Settlement Class will not be entitled to any non-PAGA recovery under the Settlement and will not be bound by the terms of release in paragraph III.1 above or have any right to object to or appeal the Settlement. California Class Action Members who fail to submit a valid and timely

Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action. The releases in paragraph III.2 above will take effect whether or not a California Class Action Member or PAGA Settlement Group Member receives his or her individual settlement payment(s) or cashes and deposits any check for the California Individual Settlement Payment or Individual PAGA Payment. Because the settlement of PAGA claims is not a class action settlement subject to class action procedures, no California Class Action Members or PAGA Settlement Group Members can exclude themselves from being included in the settlement of PAGA claims and being subject to the PAGA Release if the Court approves the Settlement. PAGA Settlement Group Members will be sent their Individual PAGA Payments regardless of whether they have filed a valid and timely Request for Exclusion and will be bound by the PAGA Release. California Class Action Members who validly and timely exclude themselves from the Settlement will not be bound by the release of any claims that are not PAGA claims.

No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all California Class Action Members who have timely submitted a valid Request for Exclusion. If a California Class Action Member submits both a timely dispute as to workweeks and a timely Request for Exclusion, the Settlement Administrator will not deem such California Class Action Member to be excluded from the Settlement Class (including for purposes of computing the Individual Settlement Payments in paragraph III.13.b), but will instead attempt to resolve the dispute and work with the Parties as necessary to resolve the dispute. In the event the dispute cannot be resolved within twenty (20) days after the Response Deadline, the Settlement Administrator will confer with the Parties before honoring the Request for Exclusion.

f. Objections

The Notice of Class, Representative, and Collective Action Settlement shall state that California Class Action Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of postmark on the mailing 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 California Class Action Member and state: (1) the full name, present mailing address, telephone number, and email address (if applicable) of the objecting Class Member; (2) the basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Amazon with this notice no later than the Response Deadline. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

g. Opt-In and Release

Opt-in and release language regarding the release of the Collective Action Member Released Claims will be printed on each California and Utah Individual Settlement Payment check, with the advisement that cashing such check constitutes consent under the FLSA to opt into the collective action as proposed by the Consolidated Complaint and to release all Collective Action Member Released Claims. The language to be included will be substantially similar to the

following:

By endorsing, cashing, or depositing this check, I affirm my release of Amazon.com Services, LLC (formerly known as Amazon.com, LLC), Amazon Logistics, Inc., and the Released Parties of all Collective Action Member Released Claims as defined in the Settlement Agreement approved by the Court in the lawsuit entitled *Brown and Gordon, et al. v. Synctruck, LLC and Amazon Logistics, Inc.*, (Contra Costa Sup. Ct., 2018, Case No. C18-02499). I affirm that I will not sue under or assert any of the Collective Action Member Released Claims, including FLSA claims, against any of the Released Parties.

11. 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 California Class Action Members to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment, nor will the Parties or their counsel seek to solicit not to or otherwise discourage California Class Action Members or Utah Collective Action Members from cashing their Individual Settlement Payments.

12. Funding of the Qualified Settlement Fund

No later than seven (7) calendar days after the Effective Date, Synctruck shall comply with its obligations as ordered by the Court if not already fully complied with. No later than fourteen (14) calendar days after the Effective Date, the Settlement Administrator shall send electronic wiring instructions for paying the Total Settlement Amount (\$2,750,000.00) into the QSF, and the Settlement Administrator will also at the same time identify the amount to be sent to the QSF to pay for the employer's share of payroll taxes associated with the portion of the Individual Settlement Payments allocated to wages. No later than twenty-one (21) business days after receipt of the wiring instructions and amount of payroll taxes, the QSF shall be funded, including the amount required to cover the employer's share of payroll taxes as calculated by the Settlement Administrator.

13. Settlement Amount

a. Net Settlement Amount: The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representatives' Enhancement Awards, PAGA Payment, and Settlement Administrator Costs from the Total Settlement Amount. The anticipated Net Settlement Amount is \$1,671,033.00. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$2,750,000.00
Requested Class Rep. Enhancement Award:	\$50,000.00 (\$10,000.00 each)
Requested Class Counsel Fees:	\$916,667.00
Requested Class Counsel Costs (not to exceed):	\$25,000.00
PAGA Payment	\$60,000.00
Payment to the to LWDA:	\$45,000.00
Payment to the PAGA Settlement Group Members	\$15,000.00
Settlement Administrator Costs (not to exceed):	\$27,300.00
Net Settlement Amount	\$1,671,033.00

The Net Settlement Amount allocated for the California Class Action Members is non-reversionary, and no part of this portion of the Net Settlement Amount will revert to Amazon. However, as discussed in paragraph III.14.b below, the Settlement Administrator will return to Amazon the value of any settlement checks that the Utah Collective Action Members do not timely cash in recognition of the fact that that Amazon does not obtain any release as to those individuals. If the Court approves less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees, any such amounts will be included in the Net Settlement Amount

for distribution to the Participating California Class Action Members and Utah Collective Action Members.

b. California and Utah Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) First, the Settlement Administrator will allocate to each Settlement Class Member who does not file a valid and timely Request for Exclusion the amount of \$50.00 so that each of these individuals is sent a settlement payment of at least \$50.00; (ii) Second, using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion, where each California Eligible Workweek will be equal to six (6) settlement shares and each Utah Eligible Workweek will be equal to one (1) settlement share to reflect the higher potential value of the California Class Action Member Released Claims relative to the Collective Action Member Released Claims of the Utah Collective Action Members; (iii) Third, the Settlement Administrator will divide the Net Settlement Amount by the sum of all settlement shares, as calculated using the formula provided for in (ii) above, to determine the value for each settlement share (“Settlement Share Value”); and (iv) Fourth, for each Settlement Class Member who does not file a valid and timely Request for Exclusion, the Settlement Administrator will multiply the number of that Settlement Class Member’s individual settlement shares by the Settlement Share Value to determine that Settlement Class Member’s California or Utah Individual Settlement Payment.

c. Individual PAGA Payments will be paid from the PAGA Payment and will be an equal payment to all PAGA Settlement Group Members calculated as follows: 25% of the PAGA Payment divided by the number of PAGA Settlement Group Members.

d. Settlement Payment Timing

California and Utah Individual Settlement Payments shall be mailed by regular First-Class

U.S. Mail to each Participating California Class Action Member or Utah Collective Action Member's last known mailing address within fifteen (15) days after the QSF is fully funded. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Settlement Group Member's last known mailing address within fifteen (15) days after the QSF is fully funded.

14. Unclaimed Settlement Payment(s)

As part of the administration, sixty (60) days before the Individual Settlement Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Settlement Class Members whose settlement checks were not returned undeliverable and who have not cashed their checks, and—to the extent their email addresses are available in the Class Information—shall also send a reminder email to those individuals. Additionally, during the last sixty (60) days of the check cashing period, a telephone call will be placed to those who have still not cashed their check to remind them to do so, to the extent their telephone numbers are available in the Class Information.

a. California Individual Settlement Payments and Individual PAGA Payments: After one hundred and eighty (180) days of the mailing of the California Individual Settlement Payment checks and Individual PAGA Payment checks, the uncashed checks shall be cancelled and the funds attributable to these uncashed California Individual Settlement Payment checks and/or Individual PAGA Payment checks (“Unclaimed Settlement Payments”) shall be deposited to the State of California Unclaimed Property Fund in the name of each Participating California Class Action Member or PAGA Settlement Group Member who did not cash his or her check(s).

b. Utah Individual Settlement Payments: After one hundred and eighty (180) days of the mailing of the Utah Individual Settlement Payment checks for the Utah Collective

Action Members, the uncashed checks shall be cancelled and the Settlement Administrator shall issue a check in the amount of the funds attributable to these uncashed Utah Individual Settlement Payment checks (“Unclaimed Utah Settlement Payments”) payable to an Amazon-related entity to be designated by Amazon.

15. Class Representative Enhancement Awards

Amazon agrees not to oppose or object to Plaintiffs’ application to the Court for Class Representatives’ Enhancement Awards of up to \$10,000.00 each. The Class Representatives’ Enhancement Awards shall be paid to Plaintiffs from the Total Settlement Amount no later than fifteen (15) days after the QSF is fully funded. The Class Representatives’ Enhancement Awards shall be in addition to the Plaintiffs’ Individual Settlement Payments as Settlement Class Members. Any amount requested by Plaintiffs for the Class Representatives’ Enhancement Awards and not granted by the Court shall return to the Net Settlement Fund and be distributed to Participating California Class Action Members and Utah Collective Action Members as provided in paragraph III.13.a above.

16. Class Counsel Award

Amazon agrees not to oppose or object to any application or motion by Class Counsel for attorneys’ fees in the amount of up to thirty-three and one-third percent (33.33%) of the Total Settlement Amount. Amazon further agrees not to oppose any application or motion by Class Counsel for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel’s prosecution of the Lawsuits, to be paid from the Total Settlement Amount, not to exceed \$25,000.00. Class Counsel shall be paid the Class Counsel Award no later than seven (7) days after the QSF is fully funded. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Fund and be distributed to Participating California Class Action Members and Utah Collective Action Members as provided

in paragraph III.13.a above.

17. Settlement Administrator Costs

The Parties agree to allocate up to \$27,300.00 of the Total Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Settlement Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Settlement Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than seven (7) days after the QSF is fully funded.

In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment or any other appellate review, shall be paid to the Settlement Administrator by Amazon within thirty (30) days of said notification.

a. Responsibilities of the Settlement Administrator

In addition to establishing the QSF, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Settlement Class Member's approximate Individual Settlement Payment; ascertaining the identity and whereabouts of the Settlement Class Members; communicating with Settlement Class Members as necessary; printing and mailing the Notice of Class, Representative, and Collective Action Settlement to the Settlement Class Members as directed by the Court; receiving and reporting Requests for Exclusion and objections; processing

and mailing payments to Plaintiffs, Class Counsel, Participating California Class Action Members, and Utah Collective Action Members; notifying the Parties of, and resolving any disputes regarding, the calculation of California and Utah Individual Settlement Payments; informing Amazon of the amount to be sent to the QSF in order for the Settlement Administrator to pay the employer's share of payroll taxes, and any employer identification information needed from Synctruck to pay such payroll taxes; complying with all tax reporting notice and filing requirements; providing wiring instructions; carrying out all other duties related to the QSF's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

18. LWDA and Individual PAGA Payments

A total amount of \$60,000.00 from the Total Settlement Amount will requested to be approved by the Court to be allocated as the PAGA Payment to be paid as penalties under PAGA. Seventy-five percent (75%) of this amount will be the PAGA Payment to paid to the LWDA and the remaining twenty-five (25%) shall be payable to the PAGA Settlement Group members as their Individual PAGA Payment, calculated as set forth in paragraph III.13.c. Any additional amount ordered by the Court to be paid as the PAGA Payment shall be paid from the Total Settlement Amount; in no event shall any payment be required in excess of the Total Settlement Amount.

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 amounts properly payable for: (i) the Class Counsel Award; (ii) the Class Representatives' Enhancement

Awards; (iii) California and Utah Individual Settlement Payments; (iv) PAGA Payment; and (v) Settlement Administrator Costs.

20. Final Approval Order

Plaintiffs will request, and Amazon will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment with respect to Amazon. Plaintiffs will request that the Final Approval Order certify the Consolidated Complaint's proposed California class and proposed California and Utah collective for settlement purposes only; find that this Settlement Agreement is fair, just, adequate, and in the best interests of the Settlement Class Members; find—if not already found in the preliminary approval proceedings—that this Settlement constitutes a “good faith” settlement pursuant to California Code of Civil Procedure §§ 877 and 877.6; and require the Parties to carry out the provisions of this Settlement Agreement. The Parties shall jointly prepare the proposed Final Approval Order. Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' Fees, Costs, and Class Representatives' Enhancement Awards, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agree to provide Counsel for Amazon with drafts of all documents they intend to submit in support of their Motion for Final Approval at least ten (10) days in advance of filing to allow Counsel for Amazon a reasonable time to review and comment on such papers, and further agree to reasonably incorporate the comments from Counsel for Amazon. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Settlement Agreement that will result in entry of the Final Approval Order.

21. Nullification of Settlement Agreement

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court does not grant an order finding that this Settlement constitutes a “good faith” settlement pursuant to

California Code of Civil Procedure §§ 877 and 877.6, or such order is granted but later successfully appealed; (iii) the Court denies final approval of the Settlement; (iv) the Court refuses to enter a Final Judgment as provided herein, which—to the extent allowed by California Rules of Court, Rules 3.769(h) and 3.770—includes dismissal of the Amazon Defendants from the *Brown* Matter with prejudice; or (v) the Settlement does not become final for any other reason, the Parties agree to engage in follow up negotiations with the intent of resolving the Court’s concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then the Parties will be restored to their respective positions as if they had not entered into the Settlement Agreement, except that any fees already incurred by the Settlement Administrator shall be split equally as between Plaintiffs and the Amazon Defendants. Specifically, the Consolidated Complaint in the *Brown* Matter will be withdrawn and will be replaced with the previously filed Complaint in the *Brown* Matter, and the Parties will ask the courts in the Lawsuits to lift the respective stays, such that the Parties will return to the status quo before the Settlement.

To the extent that more than seventy-five (75) California Class Action Members submit valid Requests for Exclusion, Amazon has the option to nullify this Settlement within ten (10) days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Class Counsel. If Amazon exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Amazon.

22. Class and Collective Certification

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

The Parties further agree that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or not decertified, or that this matter may proceed as a class, collective, and/or representative action; or (ii) Amazon is liable to Plaintiffs or any Settlement Class Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Amazon expressly reserves all rights to challenge certification of a class and/or collective, or Plaintiffs' ability to maintain a representative action, for all purposes.

23. Public Comment

The Parties agree to keep the Settlement confidential up to and until Plaintiffs file for preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Settlement Agreement with the Court, and if necessary, informing the courts in the *O'Neal* and *Huskey* Matters. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the Settlement, except that in response to media inquiries, the Parties may refer the inquirer to the Settlement documents filed in Court. To the extent there are questions, the Parties will confer as to appropriate statements, if any, to be made. If approved by the Court, the Preliminary Approval Order may include a provision similarly prohibiting Synctruck from publicizing the terms of the Settlement, except

that in response to media inquiries, Synctruck may refer the inquirer to the Settlement documents filed in Court.

24. Stay of Litigation and Additional Discovery

Aside from activity relating to the Parties' best efforts to carry out the terms of this Settlement, the *Brown* Matter shall be stayed until after the Effective Date (or the nullification of the Settlement pursuant to paragraph III.21), including any litigation as to Defendant Synctruck.

After the Effective Date, Plaintiffs will have the right but not the obligation to continue litigation against Synctruck as to the Lawsuits. In this regard, the discovery already obtained by Plaintiffs from or about the Amazon Defendants in connection with the Lawsuits' litigation and the mediation is sufficient information about Amazon's relationship with Synctruck for any further prosecution of the *Brown* Matter or any future proceedings, if any, that Plaintiffs or other Class Members may pursue against Synctruck or any person involved with Synctruck's business for events that occurred during the Class Period. As such, Plaintiffs and Class Counsel agree that in any further prosecution of claims against Synctruck in the Lawsuits or any other proceeding relating to Synctruck during the Class Period, no additional discovery, including third-party subpoenas, will be initiated by them on the Amazon Defendants or any Amazon Releasee, with the exception of a subpoena to Amazon for relevant data directly accessible to Amazon concerning deliveries to Amazon customers in California and Utah performed by Synctruck employees during the Class Period.

25. No Effect on Employee Benefits

Amounts paid to Plaintiffs or other Settlement Class Members pursuant to this Settlement Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiffs or Settlement Class Members.

26. No Admission by Amazon

Amazon has denied any and all claims alleged in these Lawsuits and have denied any and all liability or wrongdoing whatsoever. During the course of the Lawsuits' litigation, Synctruck also denied any and all claims alleged in these Lawsuits and denied any and all liability or wrongdoing whatsoever. This Settlement Agreement is not a concession or admission and shall not be used against Amazon or Synctruck as an admission or indication with respect to any claim of any fault, concession, or omission by Amazon or Synctruck. Amazon further specifically denies that it was an employer or joint employer of any Settlement Class Member, each of whom was employed by Synctruck.

27. Representation

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

28. Class Counsel represent that they do not currently represent any current or former delivery drivers who worked for Synctruck in connection with any other filed or anticipated claims, charges, grievances, or complaints against any of the Amazon Defendants. Class Counsel also represent that Class Counsel have not used any information obtained in any of the Lawsuits to solicit or assist any other persons or attorneys to commence a claim or proceeding against any of the Amazon Defendants.

29. Exhibits and Headings

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

30. Interim Stay of Proceedings

Upon full execution of this Settlement Agreement, the Parties agree based upon California Code of Civil Procedure § 583.310 (“the 5-year rule”), the Lawsuits shall be stayed in their entirety except for the proceedings necessary to implement and complete the Settlement.

31. Amendment or Modification

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

32. Entire Agreement

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

33. Authorization to Enter into Settlement Agreement

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement 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 person signing this Settlement Agreement on behalf of Amazon represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of Amazon. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

34. Binding on Successors and Assigns

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

35. California Law Governs

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

36. Counterparts

This Settlement 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.

37. Jurisdiction of the Court

Consistent with California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction over the Parties and Synctruck to enforce the terms of the Settlement and the Final Approval Order and Final Judgment. The Final Approval Order and Final Judgment shall include a dismissal of the Amazon Defendants from the claims asserted in the *Brown* Matter with prejudice.

38. Arbitration

This Settlement Agreement shall not supersede any enforceable arbitration agreements applicable to a Settlement Class Member, except that Settlement Class Members can be Participating California Class Action Members and Participating Collective Action Members notwithstanding any arbitration agreement. Amazon retains the ability to compel arbitration as to Settlement Class Members subject to an enforceable arbitration agreement should the Settlement not be finally approved, and as to any claims not released by the Settlement. Because Synctruck is not a party to this Settlement Agreement, this Settlement Agreement shall have no impact on Synctruck's ability to enforce its arbitration agreements.

39. Invalidity of Any Provision

Before declaring any provision of this Settlement 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 Settlement Agreement valid and enforceable.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WHEREFORE, Plaintiffs, on behalf of themselves and the Settlement Class Members, and Amazon have executed this Settlement Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: 7/20/2022

By: *Vanecia Brown*
VANECIA BROWN

Dated: 7/20/2022

By: *Cg*
COURTNEY GORDON

Dated: _____

By: _____
NICLOE O'NEAL

Dated: _____

By: _____
ROY HUSKEY III

Dated: _____

By: _____
SABRINA DENNIS

Dated: _____

**AMAZON LOGISTICS, INC. and
AMAZON.COM SERVICES, LLC, formerly
known as AMAZON.COM, LLC**

By: _____

Print Name: _____

Title: _____

WHEREFORE, Plaintiffs, on behalf of themselves and the Settlement Class Members, and Amazon have executed this Settlement Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____
VANECIA BROWN

Dated: _____

By: _____
COURTNEY GORDON

Dated: 07/22/2022

By:  _____
Nicloe O'Neal (Jul 22, 2022 10:32 PDT)
NICLOE O'NEAL

Dated: _____

By: _____
ROY HUSKEY III

Dated: _____

By: _____
SABRINA DENNIS

Dated: _____

**AMAZON LOGISTICS, INC. and
AMAZON.COM SERVICES, LLC, formerly
known as AMAZON.COM, LLC**

By: _____

Print Name: _____

Title: _____

WHEREFORE, Plaintiffs, on behalf of themselves and the Settlement Class Members, and Amazon have executed this Settlement Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____
VANECIA BROWN

Dated: _____

By: _____
COURTNEY GORDON

Dated: _____

By: _____
NICLOE O'NEAL

Dated: 07/21/22

By: 
Roy L. Huskey III (Jul 23, 2022 01:52 PDT)
ROY HUSKEY III

Dated: _____

By: _____
SABRINA DENNIS

Dated: _____

**AMAZON LOGISTICS, INC. and
AMAZON.COM SERVICES, LLC, formerly
known as AMAZON.COM, LLC**

By: _____

Print Name: _____

Title: _____

WHEREFORE, Plaintiffs, on behalf of themselves and the Settlement Class Members, and Amazon have executed this Settlement Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____
VANECIA BROWN

Dated: _____

By: _____
COURTNEY GORDON

Dated: _____

By: _____
NICLOE O'NEAL

Dated: _____

By: _____
ROY HUSKEY III

07/22/2022
Dated: _____

Sabrina Dennis
Sabrina Dennis (7/22/2022 16:55 PDT)
By: _____
SABRINA DENNIS

Dated: _____

**AMAZON LOGISTICS, INC. and
AMAZON.COM SERVICES, LLC, formerly
known as AMAZON.COM, LLC**

By: _____

Print Name: _____

Title: _____

WHEREFORE, Plaintiffs, on behalf of themselves and the Settlement Class Members, and Amazon have executed this Settlement Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____
VANECIA BROWN

Dated: _____

By: _____
COURTNEY GORDON

Dated: _____

By: _____
NICLOE O'NEAL

Dated: _____

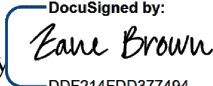
By: _____
ROY HUSKEY III

Dated: _____

By: _____
SABRINA DENNIS

Dated: July 22, 2022

**AMAZON LOGISTICS, INC. and
AMAZON.COM SERVICES, LLC, formerly
known as AMAZON.COM, LLC**

By:  _____
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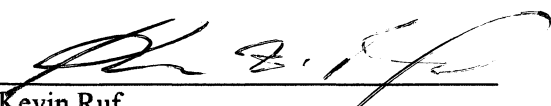
Print Name: Zane Brown

Title: Vice President and Associate General Counsel

APPROVED AS TO FORM AND CONTENT: Glancy Prongay & Murray, LLP (Counsel for the *Brown* Plaintiffs); Clark Law Group and United Employees Law Group (Counsel for the *O'Neal* Plaintiff); and Lichten & Liss-Riordan P.C., Willig Williams & Davidson, Berger Montague PC, and Schneider Wallace Cottrell Konecky LLP (Counsel for the *Huskey* Plaintiffs)

Dated: 7-22-22

Glancy Prongay & Murray, LLP

By: 

Kevin Ruf,
Attorneys for Plaintiffs Valencia Brown,
Courtney Gordon and the Proposed Class

Dated: _____

Clark Law Group

By: _____

R. Craig Clark,
Attorneys for Plaintiff Nicloe O'Neal and the
Proposed Class

Dated: _____

United Employees Law Group

By: _____

Walter Haines
Attorneys for Plaintiff Nicloe O'Neal and the
Proposed Class

Dated: _____

Lichten & Liss-Riordan, P.C.

By: _____

Sarah R. Schalman-Bergen,
Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

Dated: _____

Willig Williams & Davidson

By: _____

Ryan Hancock
Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

APPROVED AS TO FORM AND CONTENT: Glancy Prongay & Murray, LLP (Counsel for the *Brown* Plaintiffs); Clark Law Group and United Employees Law Group (Counsel for the *O'Neal* Plaintiff); and Lichten & Liss-Riordan P.C., Willig Williams & Davidson, Berger Montague PC, and Schneider Wallace Cottrell Konecky LLP (Counsel for the *Huskey* Plaintiffs)

Dated: _____

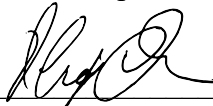
Glancy Prongay & Murray, LLP

By: _____

Kevin Ruf,
Attorneys for Plaintiffs Valencia Brown,
Courtney Gordon and the Proposed Class

Dated: 07/22/2022

Clark Law Group

By:  _____

R. Craig Clark,
Attorneys for Plaintiff Nicloe O'Neal and the
Proposed Class

Dated: _____

United Employees Law Group

By: _____

Walter Haines
Attorneys for Plaintiff Nicloe O'Neal and the
Proposed Class

Dated: _____

Lichten & Liss-Riordan, P.C.

By: _____

Sarah R. Schalman-Bergen,
Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

Dated: _____

Willig Williams & Davidson

By: _____

Ryan Hancock
Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

APPROVED AS TO FORM AND CONTENT: Glancy Prongay & Murray, LLP (Counsel for the *Brown* Plaintiffs); Clark Law Group and United Employees Law Group (Counsel for the *O'Neal* Plaintiff); and Lichten & Liss-Riordan P.C., Willig Williams & Davidson, Berger Montague PC, and Schneider Wallace Cottrell Konecky LLP (Counsel for the *Huskey* Plaintiffs)

Dated: _____

Glancy Prongay & Murray, LLP

By: _____
Kevin Ruf,
Attorneys for Plaintiffs Valencia Brown,
Courtney Gordon and the Proposed Class

Dated: _____

Clark Law Group

By: _____
R. Craig Clark,
Attorneys for Plaintiff Nicloe O'Neal and the
Proposed Class

Dated: _____

United Employees Law Group

By: _____
Walter Haines
Attorneys for Plaintiff Nicloe O'Neal and the
Proposed Class

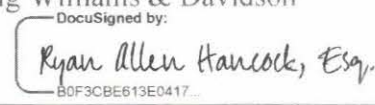
Dated: 7/25/22

Lichten & Liss-Riordan, P.C.

By:  _____
Sarah R. Schalman-Bergen,
Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

Dated: 7/21/2022 | 2:43 PM EDT

Willig Williams & Davidson

By:  _____
Ryan Hancock
Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

Dated: July 21, 2022

Berger Montague PC

By: 

Alexandra Piazza

Michaela Wallin

Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

Dated: July 21, 2022

Schneider Wallace Cottrell Konecky LLP

By: 

Carolyn H. Cottrell

Attorneys for Plaintiffs Roy Huskey and Sabrina
Dennis and the Proposed Class

Dated: _____

Morgan, Lewis & Bockius LLP

By: _____

John S. Battenfeld

Sheryl K. Horwitz

Brian D. Fahy

Linda Z. Shen

Attorneys for Defendants AMAZON
LOGISTICS, INC. and AMAZON.COM
SERVICES. LLC, formerly known as
AMAZON.COM, LLC

Dated: _____

Berger Montague PC

By: _____

Alexandra Piazza

Michaela Wallin

Attorneys for Plaintiffs Roy Huskey and Sabrina

Dennis and the Proposed Class

Dated: _____

Schneider Wallace Cottrell Konecky LLP

By: _____

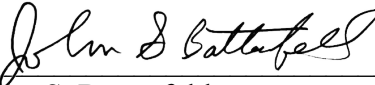
Carolyn H. Cottrell

Attorneys for Plaintiffs Roy Huskey and Sabrina

Dennis and the Proposed Class

Dated: July 25, 2022

Morgan, Lewis & Bockius LLP

By:  _____

John S. Battenfeld

Sheryl K. Horwitz

Brian D. Fahy

Linda Z. Shen

Attorneys for Defendants AMAZON
LOGISTICS, INC. and AMAZON.COM
SERVICES. LLC, formerly known as
AMAZON.COM, LLC

EXHIBIT A

**NOTICE OF CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION
SETTLEMENT**

Brown et al. v. Synctruck, LLC and Amazon Logistics et al.
Superior Court of the State of California – County of Contra Costa, Case No. C18-02499

*The Court authorized this Notice of Class, Representative, 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, Representative, and Collective Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement with Amazon, or if you want, to exclude yourself from or object to the Settlement (if applicable). The Superior Court of the State of California, County of Contra Costa has preliminarily approved the Settlement with Amazon as fair and reasonable. The Court will hold a Final Approval Hearing on **xxxxxxx**, before the Honorable Edward G. Weil in **xxxxxxx**. You received this Notice because the records of Synctruck, LLC (“Synctruck”) show that you were employed as a W-2 hourly non-exempt employee by Synctruck and made deliveries for Amazon customers (1) in California between and including June 1, 2016 and March 7, 2021 (“California Class Action Members”), (2) in California between and including November 22, 2018 and March 7, 2021 (“PAGA Settlement Group Members”), and/or (3) in Utah between and including September 16, 2018 and March 7, 2021 (“Utah Collective Action Members”) (collectively, “Settlement Class Members”).

2. What is this Lawsuit About?

The Consolidated Complaint in this *Brown* lawsuit, referenced above, combines the claims asserted in the *Brown* lawsuit with the claims asserted in two other related lawsuits: (1) *Huskey et al. v. Amazon.com, LLC et al.*, U.S. District Court Eastern District of California, Case No. 20-cv-01869-WBS (“*Huskey Matter*”), and (2) *O’Neal v. Synctruck, LLC, et al.*, Sacramento County Superior Court Case No. 34-2020-00275424-CU-OE-GDS (“*O’Neal Matter*”).

The Consolidated Complaint is brought by the named plaintiffs of all three lawsuits: Vanecia Brown, Courtney Gordon, Nicloe O’Neal, Roy Huskey III, and Sabrina Dennis (collectively, “Plaintiffs”). The Consolidated Complaint asserts claims against Synctruck as well as Amazon Logistics, Inc., and Amazon.com Services, LLC, formerly known as Amazon.com, LLC (“Amazon”) (collectively, “Defendants”), and alleges the following claims on behalf of the California Class Action Members: (1) failure to pay regular pay/minimum wages; (2) failure to pay overtime premium pay (including, but not limited to, the failure to properly calculate the regular rate of pay); (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to reimburse for necessary business expenditures; (6) failure to provide accurate itemized wage statements and failure to maintain records; (7) failure to timely pay wages; (8) failure to provide a copy of signed documents; (9) retaliation; (10) failure to maintain accurate records; (11) failure to provide paid sick days/written notice; and (12) unlawful and deceptive practices in violation of California’s

Unfair Competition Law.

The Consolidated Complaint also alleges on behalf of the PAGA Settlement Group Members that the Defendants are liable for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor sections 2698, *et seq.* (“PAGA”).

The Consolidated Complaint additionally alleges that both the California Class Action Members and Utah Collective Action Members are entitled to wages and liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”).

Amazon has agreed to settle claims against it by Plaintiffs. Amazon denied and continues to deny all of the claims in the Consolidated Complaint, and denies any and all liability or wrongdoing with respect to the allegations made in the Consolidated Complaint. Amazon additionally contends that, for any purpose other than this Settlement, none of the claims in the Consolidated Complaint are appropriate for class, collective action, and/or representative treatment. Amazon further specifically denies that it was an employer or joint employer of any Settlement Class Member, each of whom was employed by Synctruck. However, Amazon has agreed to the Settlement to avoid continued litigation. Synctruck is not a party to this Settlement.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, the total settlement amount is a maximum of Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000.00) to settle all claims (“Total Settlement Amount”).

Deductions from the Total Settlement Amount shall be made for: (1) attorneys’ fees and costs for Class Counsel (see Section 9 below); (2) service awards in the amount of up to \$10,000.00 each to Plaintiffs Vanecia Brown, Courtney Gordon, Nicloe O’Neal, Roy Huskey III, and Sabrina Dennis for their service to the Settlement Class Members and general release of claims in favor of Amazon; (3) PAGA Payment in the amount of \$60,000.00, 75% of which shall be paid to the Labor & Workforce Development Agency (“LWDA”) and 25% of which shall be paid to the PAGA Settlement Group Members; and (4) settlement administration costs. After deductions of these amounts, what remains (“Net Settlement Amount”) shall be divided into Individual Settlement Payments to the Settlement Class Members calculated under the formula provided in Section 4 below. Under the terms of the Settlement Agreement, you do not need to do anything to receive a monetary settlement award, and check(s) will be sent to you if the Court grants final approval of the Settlement and you do not file a valid and timely Request for Exclusion.

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

If you do not file a valid and timely Request for Exclusion (per Section 6 below), your Individual Settlement Payment shall be calculated based on the records provided to the Settlement Administrator concerning your relevant employment as a delivery driver, as follows:

The Settlement Administrator will allocate the amount of \$50.00 to each Settlement Class Member who does not file a valid and timely Request for Exclusion, so that each such individual is sent a settlement payment of at least \$50.00.

In addition to the \$50.00, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion, where each California Eligible Workweek will be equal to six (6) settlement shares and each Utah Eligible Workweek will be equal to one (1) settlement share to reflect the higher potential value of the claims of Synctruck's California delivery drivers relative to the claims of Synctruck's Utah delivery drivers. The Settlement Administrator will then divide the Net Settlement Amount by the sum of all settlement shares to determine the value of each settlement share ("Settlement Share Value"), and multiply each applicable Settlement Class Member's individual settlement shares by the Settlement Share Value to determine that individual's California or Utah Individual Settlement Payment.

Individual PAGA Payments will be paid from the total PAGA Payment and will be an equal payment to all PAGA Settlement Group Members calculated as follows: 25% of the PAGA Payment (*i.e.*, \$15,000.00) divided by the number of PAGA Settlement Group Members.

Your total estimated Individual Settlement Payment will be based on <<SettlementShares>> number of settlement shares, as shown in the records, in addition to the Individual PAGA Payment of \$<<PAGAAmt>> if you are a PAGA Settlement Group Member. If you have questions about the number of Eligible Workweeks of your Individual Settlement Payment, you may contact the Settlement Administrator at the contact information below and must submit any disputes by the Response Deadline of xxxxxxxx.

Twenty-five percent (25%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments shall be deemed payment for settlement of claims for wages and expenses, and will be subject to appropriate deductions and withholdings calculated and made by the Settlement Administrator. Seventy-five percent (75%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments, shall be deemed payment for settlement of non-wage claims (*i.e.*, for penalties, liquidated damages, and interest under California law and the FLSA) and not subject to withholdings. One hundred percent (100%) of the Individual PAGA Payments shall be deemed payment for settlement of claims for penalties and not subject to withholdings. The employer's payroll taxes will be paid separately from the Individual Settlement Payments. Neither the Settlement Administrator nor the Plaintiffs or Amazon 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 Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

5. What are the Releases?

If the Court grants final approval of the Settlement, the claims, as pleaded in the Consolidated Complaint, will be dismissed with prejudice against Amazon, and all Settlement Class Members will release Amazon and all Released Parties (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the original, amended and/or Consolidated Complaints and/or LWDA notices in this action, the *Huskey* Matter, and/or the *O'Neal* Matter, including, but not limited to, any claim for the alleged violations discussed in Section 2 above, or any claim for other compensation or relief arising under California and/or Utah wage and hour laws and PAGA civil penalties beginning from the longest applicable statute of limitations period through March 10, 2021.

However, with the exception of the named Plaintiffs, only Settlement Class Members who cash or deposit their California or Utah Individual Settlement Payment check will release their FLSA and (if applicable) Utah law claims against Amazon up to March 10, 2021.

This Settlement will not Release any claims you may have against Synctruck, including claims against Synctruck pursued on your behalf in the Consolidated Complaint.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from XXXXXXXXXX.

6. What Are My Rights?

- **Do Nothing:**

If you do nothing and the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment. You will release your FLSA claims and (if applicable) your claims under Utah law against Amazon and the Released Parties if you cash or deposit your Individual Settlement Payment. You will also release your claims against Amazon and the Released Parties under California law (if applicable) as provided for in Section 5 above, regardless of whether you receive, cash and/or deposit your Individual Settlement Payment.

- **Opt-Out: (*For California Class Action Members Only*)**

If you do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("Request for Exclusion") by mail to the Settlement Administrator, postmarked by the Response Deadline of XXXXXXXXXX, where the postmark date shall be the exclusive means for determining whether a Request for Exclusion is timely mailed. The Request for Exclusion must contain your full name, present mailing address, telephone number, email address (if applicable), last four digits of your social security number, and a statement expressing that you elect to be excluded from the Settlement, and must be signed individually by you. No Request for Exclusion may be made on behalf of a group.

Any person who submits a valid and timely Request for Exclusion (*i.e.*, opts out of the Settlement) will not be entitled to any settlement payment and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon;

EXCEPT that a Settlement Class Member who submits a valid and timely Request for Exclusion (opts out) will still be bound by the terms of the PAGA Release if he or she is a

PAGA Settlement Group Member, regardless of whether he or she receives, cashes, and/or deposits any Individual Settlement Payment check.

- **Object: (For California Class Action Members Only)**

If you wish to object to the Settlement, you may do so in person at the Final Approval Hearing and/or in writing. Objections, whether written or in-person, shall only be considered if the Settlement Class Member has not submitted a Request for Exclusion (*i.e.*, has not opted out of the Settlement). Any written objection must be signed by you and must state your full name and present mailing address as well as your telephone number and email address (if applicable), the factual and legal grounds for your objection, and whether you intend to appear at the Final Approval Hearing. Any written objection must be mailed to the Settlement Administrator and postmarked by the Response Deadline of **xxxxxxx**, where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed.

Regardless of whether you submit a written objection, you may also appear at the Final Approval Hearing to discuss your objection with the Court, the Plaintiffs, and Amazon. However, if an attorney will represent you in objecting to this Settlement, you must either timely file a written objection or your attorney must file a notice of appearance with the Court and serve Class Counsel and counsel for Amazon (addresses below) with this notice no later than the Response Deadline of **xxxxxxx**.

Kevin F. Ruf
GLANCY PRONGAY & MURRAY, LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Tel: (310) 201-9150
kruf@glancylaw.com

John S. Battenfeld
MORGAN, LEWIS & BOCKIUS LLP
300 S. Grand Ave., 22nd Floor
Los Angeles, CA 90071
Tel: (213) 612-2500
john.battenfeld@morganlewis.com

If you fail to submit a valid and timely written objection and also fail to present an objection in person at the Final Approval Hearing, 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.

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

No. It is unlawful for Defendants to take any adverse action against you as a result of your participation (or non-participation) 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 (collectively, "Class Counsel"):

Kevin F. Ruf
GLANCY PRONGAY & MURRAY, LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Tel: (310) 201-9150

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Alicja A. Urtnowski
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Carolyn H. Cottrell

**SCHNEIDER WALLACE COTTRELL
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Ryan Allen Hancock

WILLIG, WILLIAMS, & DAVIDSON

1845 Walnut Street 24th Floor

Philadelphia, PA 19103

Camille Fundora Rodriguez

BERGER MONTAGUE PC

1818 Market St., Suite 3600

Philadelphia, PA 19103

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

Class Counsel's attorneys' fees and costs will be paid from the Total Settlement Amount. You do not have to pay Class Counsel. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of the Total Settlement Amount plus their out-of-pocket costs, where costs are not to exceed \$25,000.00. 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 Synctruck/Amazon Driver Settlement in such communications.

XXXXXXXXXX

This Notice is only a summary. 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.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, SYNCTRUCK, OR AMAZON FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.

Kevin F. Ruf, Bar No. 136901
Natalie S. Pang, Bar No. 305886
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aurtnowski@clarklawyers.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA - MARTINEZ

VANECIA BROWN, COURTNEY
GORDON, ROY HUSKEY III, SABRINA
DENNIS, and NICLOE O'NEAL, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

SYNCTRUCK LLC, AMAZON, LLC. and
AMAZON LOGISTICS, INC.

Defendants.

Case No. MSC18-02499

Assigned to: Hon. Charles Treat
Dept: 12

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS,
REPRESENTATIVE, AND
COLLECTIVE ACTION
SETTLEMENT**

Action filed: December 10, 2018

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS, REPRESENTATIVE AND COLLECTIVE ACTION
SETTLEMENT; AND ENTRY OF JUDGMENT**

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD

2 Plaintiffs Vanecia Brown, Courtney Gordon, Nicloe O'Neal, Roy Huskey III, and
3 Sabrina Dennis's (collectively, "Plaintiffs" or "Class Representatives") Unopposed (1) Motion
4 for Final Approval of Class, Representative, and Collective Action Settlement; and (2) Motion
5 for Award of Attorneys' Fees, Litigation Expenses, and Representative Service Awards, in the
6 above-captioned matter, came on for hearing before this Court on September 21, 2023.

7 Following issuance of the tentative order, attached hereto as Exhibit A, on good cause
8 shown, and pursuant to the authority of California statutory and case law, this Court finds that
9 the settlement between Plaintiffs and Defendants Amazon Logistics, Inc., and Amazon.com
10 Services LLC, formerly known as Amazon.com, LLC (collectively "Amazon") was made in
11 good faith and is fair, reasonable, and adequate. The Court grants the motions and enters
12 judgment consistent with the following:

13
14 1. Plaintiffs' Motion for Final Approval of Class, Representative, and Collective
15 Action Settlement is hereby **GRANTED**.

16 2. Plaintiffs' Motion for Award of Attorneys' Fees, Litigation Expenses, and
17 Representative Service Awards is hereby **GRANTED**.

18 3. The definitions set out in the Settlement Agreement and Stipulation to
19 Resolve Class Action and PAGA Claims (the "Settlement Agreement" or "Settlement") are
20 incorporated by reference into this Order; all terms defined therein shall have the same meaning
21 in this Order. (The Settlement Agreement is on file with the Court's Register of Actions, filed
22 with Plaintiff's Motion for Preliminary Approval as Exhibit 1.)

23 4. Consistent with the Court's Preliminary Approval Order of January 9, 2023
24 ("Preliminary Approval Order"), the Court grants final certification to the following settlement
25 classes (collectively referred to as "Settlement Class Members") for purposes of settlement only:

- 26 a. California Class Action Members: all persons who are employed or have
27 been employed as a W-2 hourly non-exempt employee by Synctruck who
28

1 provided services as delivery drivers pursuant to a contract between
2 Synctruck and Amazon to deliver goods to Amazon customers in the State
3 of California at any time between June 1, 2016 and March 7, 2021 ("the
4 California Class Period").

5 b. PAGA Settlement Group Members: all California Class Action Members
6 who delivered goods to Amazon customers in the State of California at
7 any time between November 22, 2018 and March 7, 2021 ("the PAGA
8 Settlement Group Period") and so will be paid an Individual PAGA
9 Payment, regardless of whether they have filed a valid and timely Request
10 for Exclusion.

11 c. Utah Collective Action Members: all persons who are employed or have
12 been employed as a W-2 hourly non-exempt employee by Synctruck who
13 provided services as delivery drivers pursuant to a contract between
14 Synctruck and Amazon to deliver goods to Amazon customers in the State
15 of Utah at any time between September 16, 2018 and March 7, 2021 ("the
16 Utah Collective Action Period").

17 d. Collective Action Members: Plaintiffs and all persons who are employed
18 or have been employed as a W-2 hourly non-exempt employee by
19 Synctruck who provided services as delivery drivers pursuant to a contract
20 between Synctruck and Amazon to deliver goods to Amazon customers at
21 any time during the California Class Period or the Utah Collective Action
22 Period.

23
24 5. Pursuant to the Preliminary Approval Order, the Settlement Administrator
25 sent Class Notice, as approved by the Court, to the Settlement Class Members in accordance
26 with the procedures set forth in the Settlement Agreement. The Class Notice informed
27 Settlement Class Members of the existence and terms of the Settlement, their right to receive
28

1 their share of the Settlement, the estimated amount of workweeks/amount they could expect to
2 receive under the Settlement and how to dispute their workweeks, their right to request exclusion
3 from the Settlement (as applicable to California Class Action Members), their right to object to
4 the Settlement (as applicable to California Class Action Members), and the effect the deposit of
5 their settlement check will have on their release of their Fair Labor Standards Act ("FLSA") and
6 (if applicable) Utah law claims. Adequate periods of time were provided by each of these
7 procedures.

8
9 6. None of the California Class Action Members requested to be excluded from
10 the Settlement Class. None of the California Class Action Members objected to the Settlement.

11 7. The Court finds and determines that this notice procedure as set forth in the
12 Settlement Agreement and effectuated by the Settlement Administrator afforded adequate
13 protections to Settlement Class Members and fully and accurately informed the Settlement Class
14 Members of all material aspects of the Settlement. The Court finds and determines that the notice
15 provided in this case was the best notice practicable, which satisfied the requirements of law and
16 due process.

17 8. The Court finds and determines that the terms of the Settlement Agreement
18 are fair, reasonable, and adequate to all Settlement Class Members. Further, consistent with the
19 Court's January 9, 2023 Orders on Amazon's Motion Application for Determination of Good
20 Faith Settlement and Synctruck's Motion to Contest said application, respectively, the Court
21 finds and determines that the Settlement, which is between Plaintiffs and Amazon but does not
22 include Synctruck, constitutes a "good faith" settlement pursuant to California Code of Civil
23 Procedure §§ 877 and 877.6. The Settlement is ordered finally approved, and that all terms and
24 provisions of the Settlement should be and hereby are ordered to be consummated.

25 9. Pursuant to the Preliminary Approval Order, the Court approved the definition
26 and disposition of the Gross Settlement Amount of \$2,750,000.00, which is inclusive of:
27 attorneys' fees ((1/3) of the Gross Settlement Amount - \$916,666.67) and costs (not to exceed
28

1 \$25,000.); a Class Representative Enhancement Award of \$10,000.00 to each of the Plaintiffs
2 (for a total of \$50,000); costs of settlement administration; and Private Attorneys' General Act of
3 2004 ("PAGA") penalties in the amount of \$60,000.00, of which \$45,000.00 (75%) will be paid
4 to the Labor and Workforce Development Agency ("LWDA") and \$15,000.00 to PAGA
5 Settlement Group Members. The Gross Settlement Amount expressly excludes Employer Taxes,
6 which will be paid separately on the wages portion of the Gross Settlement Amount.

7
8 10. Class Counsel's application for an award of attorneys' fees in the amount of
9 \$916,666.67 and for an award of costs in the amount of \$25,000.00 is granted and shall be paid
10 from the Total Settlement Amount, according to the terms of the Settlement Agreement. The
11 Court hereby grants final approval to and orders those amount(s) be paid out of the Gross
12 Settlement Amount in accordance with the terms of the Settlement Agreement.

13 11. The Court finds and determines that the Class Representative Enhancement
14 Award of \$10,000 to each of the Class Representatives are fair and reasonable. The Court hereby
15 grants final approval to and orders that the payment of the Class Representative Enhancement
16 Awards be paid out of the Gross Settlement Amount as provided by the Settlement Agreement.

17 12. The Court finds and determines that the total payment to the Settlement
18 Administrator, Analytics, in the sum of \$27,300 for claims administration expenses in
19 completing its duties pursuant to the terms of the Settlement Agreement is fair and reasonable.
20 The Court hereby grants final approval to and orders that the payment of said amount be paid
21 from the Gross Settlement Amount as provided for by the Settlement Agreement.

22 13. The Court finds and determines the payment of \$45,000.00 (75% share of the
23 \$60,000.00 allocation) to the LWDA in settlement of the LWDA's share of the penalties alleged
24 by Plaintiffs and compromised under the Settlement Agreement is fair and reasonable. The Court
25 hereby grants final approval to and orders that the payment of said amount be paid to the LWDA
26 from the Gross Settlement Amount as provided for by the Settlement Agreement.

27 14. The Court finds and determines that the Individual Settlement Payments to be
28

1 paid to the Settlement Class Members as provided for by the Settlement Agreement are fair and
2 reasonable. The Court hereby grants final approval to and orders the Individual Settlement
3 Payments to be made in accordance with the terms of the Settlement Agreement.

4 15. As none of the California Class Action Members requested to be excluded
5 from, or objected to, the Settlement, all California Class Action Members are bound by the
6 Settlement, and the Released Claims as defined in the Settlement Agreement against the
7 Released Parties. Further, consistent with the Settlement Agreement, (1) all PAGA Settlement
8 Group Members are bound by the Settlement Agreement, regardless of whether he or she
9 receives, cashes, and/or deposits their Individual Settlement Payment check; and (2) only
10 Settlement Class Members who cash or deposit their Individual Settlement Payment checks will
11 release their FLSA and (if applicable) Utah law claims, as defined in the Settlement Agreement
12 against the Released Parties. Released Parties do not include Synctruck.

13 16. All Class Representative Released Claims and Released Claims against the
14 Released Parties by the Settlement Class Members that have been, or might have been, asserted
15 by any Settlement Class Member, in accordance with the terms of the Settlement Agreement, are
16 hereby released, and all such Settlement Class Members shall be forever barred from pursuing
17 any of the Class Representative Released Claims and Released Claims as set forth and defined in
18 the Settlement Agreement against the Released Parties.

19 a. Consistent with the Settlement Agreement, "Released Parties" shall mean
20 the Amazon Defendants and any of their former, present and/or future, direct and/or indirect,
21 parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners,
22 members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers,
23 investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal
24 representatives, or trustees. Released Parties do not include Synctruck.

25 b. Consistent with the Settlement Agreement, "Released Claims" shall mean
26 collectively:
27
28

i. "California Class Action Member Released Claims" means any and all claims and/or causes of action under any California state, local or federal law or administrative order by Settlement Class Members and PAGA Settlement Group Members against Released Parties that were or could have been pled based on the allegations of the original, amended and Consolidated Complaints and the LWDA notices in any of the Lawsuits, whether known or unknown, including but not limited to, any claim for: (1) Failure To Pay Regular Pay/Min. Wages in Violation of Labor Code §§ 204, 210, 223, 558, 558.1, 1182.11, 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 & IWC Wage Order 9-2001, § 4; (2) Failure To Pay Overtime Premium Pay (including, but not limited to, the failure to properly calculate the regular rate of pay) in Violation of Labor Code §§ 200, 204, 210, 510, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199 & IWC Wage Order 9-2001, § 3; (3) Failure To Provide Meal Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 11; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 12; (5) Failure To Reimburse For Necessary Expenditures in Violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (6) Failure to Provide Accurate Itemized Wage Statements and Failure to Maintain Records in Violation of Labor Code §§ 226, 226.3, 558.1, 1174, § 7; (7) Failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (8) Failure to Provide a Right to A Copy Of Signed Documents in Violation of Labor Code § 432; (9) Retaliation in Violation of Labor Code §§ 6310 and 1102.5; (10) Failure to Maintain Accurate Records in Violation of Labor Code §§ 226(a), 1174, 1174.5, and IWC Wage Order 9-2001; (11) Failure to Provide Paid Sick Days/Written Notice in Violation of Labor Code §§ 233, 234, 246, 246.5; (12) Failure to Comply with Client Employer Obligations for Subcontractors in Violation of Labor Code §§ 2810 and 2810.3, et seq.; (13) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, et seq.; and claims for PAGA Penalties (Cal. Labor Code §§ 2698,

1 et seq.) based on such alleged violations, or any related claims under the California Industrial
2 Welfare Commission Wage Orders; related common law claims for conversion, other alleged
3 tortious conduct, breach of contract, and misrepresentation; and any other derivative claims
4 under California law including claims for statutory or civil penalties, liquidated damages,
5 punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and
6 equitable and declaratory relief. The period of the California Class Action Member Released
7 Claims will extend through the period that Settlement Class Members made deliveries in
8 California to Amazon customers, on or about March 10, 2021, including any claims for wages or
9 penalties that arose after that date based on work performed during that period.

10
11 ii. "PAGA Release" means any and all claims and/or causes of action
12 for civil penalties or other relief available pursuant to PAGA against Released Parties that were
13 or could have been pled based on any and all of the underlying alleged Labor Code violations
14 pled in the original, amended and Consolidated Complaints and the LWDA notices in any of the
15 Lawsuits. Regardless of whether any California Class Action Member submits a timely Request
16 for Exclusion, they will still be bound by the PAGA Release if they are members of the PAGA
17 Settlement Group. The period of the PAGA release will extend through the period that the
18 PAGA Settlement Group members made deliveries to Amazon customers, on or about March 10,
19 2021, including any claims for penalties that arose after that date based on work performed
20 during that period.

21 iii. "Collective Action Member Released Claims" means any and all
22 claims and/or causes of action under the FLSA (as to the California Class Action Members and
23 the Utah Collective Action Members) or any Utah state or local law or administrative order (as to
24 the Utah Collective Action Members), by Settlement Class Members against Released Parties
25 that were or could have been pled based on the allegations of the original Huskey Complaint and
26 the Consolidated Complaint, including, without limitation, failure to pay minimum wage or
27 overtime premium pay (including, but not limited to, the failure to properly calculate the regular
28

1 rate of pay) in violation of the FLSA, derivative recordkeeping or other claims under the FLSA,
2 related claims that could have been brought under Utah state or local law or administrative order,
3 including but not limited to the Utah Payment of Wages Act, Utah Minimum Wage Act, the Utah
4 Administrative Code and Rules; related common law claims for conversion, other alleged
5 tortious conduct, breach of contract, and misrepresentation; and any other derivative claims
6 under the FLSA or Utah law including claims for statutory or civil penalties, liquidated damages,
7 punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and
8 equitable and declaratory relief. Each Settlement Class Member who cashes their California or
9 Utah Individual Settlement Payment check will become a Participating Collective Action
10 Member who will be considered to have consented to opt into the collective action and to have
11 released all Collective Action Member Released Claims up to March 10, 2021.
12

13 17. Per the settlement agreement, and given the lack of objections to the
14 settlement, this Order becomes effective thirty (30) days after it is issued ("Effective Date"). No
15 later than fourteen (14) calendar days after the effective date, the settlement administrator will
16 send wiring instructions and the amount due for employer-side payroll taxes. No later than
17 twenty (21) business days after receipt of the tax amount/wiring instructions, Amazon will fund
18 the settlement.

19 18. Pursuant to the tentative order, the parties will submit a separate Judgment.
20

21 **IT IS SO ORDERED.**
22

23 DATED: OCT 16 2023
24


25 Honorable Charles S. Treat, Judge of the Superior Court,
26 for the State of California, Contra Costa - Martinez County
27
28

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 09/21/2023

11. 9:00 AM CASE NUMBER: L23-01410
CASE NAME: SAMANTHA WILLIAMS VS. YAN KALIKA DENTAL CORPORATION
*FURTHER CASE MANAGEMENT CONFERENCE
FILED BY:
TENTATIVE RULING:

Seeing that defendant has not yet appeared in the case, and plaintiff evidently intends a substantial expansion of her substantive claims, a CMC is premature at this juncture. The case is set for Case Management Conference on December 19, 2023 at 8:30 a.m.

12. 9:00 AM CASE NUMBER: L23-01410
CASE NAME: SAMANTHA WILLIAMS VS. YAN KALIKA DENTAL CORPORATION
*HEARING ON MOTION IN RE: MOTION TO RECLASSIFY FROM LIMITED TO UNLIMITED
FILED BY: WILLIAMS, SAMANTHA
TENTATIVE RULING:

Plaintiff's motion to reclassify the case from limited to unlimited is **granted**. The case will remain assigned to Department 12.

The Court notes that the reclassification is sought on the basis of a proffered first amended complaint, adding claims of religious discrimination. However, it does not appear that plaintiff has in fact filed any amended complaint except as an attachment to the reclassification motion, which is insufficient as an administrative matter. If plaintiff wishes to proceed on the basis of a first amended complaint, she must file and serve it separately as a standalone pleading.

13. 9:00 AM CASE NUMBER: MSC18-02499
CASE NAME: VANECIA BROWN VS. SYNCTRUCK, LLC
*HEARING ON MOTION IN RE: FINAL APPROVAL OF CLASS, REPRESENTATIVE, AND COLLECTION ACTION SETTLEMENT
FILED BY:
TENTATIVE RULING:

Plaintiffs Vanecia Brown, Courtney Gordon, Nicloe O'Neal, Roy Huskey III, and Sabrina Dennis move for final approval of their class action and PAGA settlement with defendants Amazon Logistics, Inc., and Amazon.com Services LLC. Defendant Synctruck, Inc. is not a party to the proposed settlement. Amazon contracted with Synctruck to provide delivery services in California and Utah. The Plaintiffs are drivers employed by Synctruck, and allegedly by Amazon as a joint employer.

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 09/21/2023

Plaintiffs also move separately for approval of their attorney's fees, litigation costs, administration costs, and representative payments.

The case is unusual in two respects. Most notably, this settlement does not entirely dispose of the entire litigation. As noted above, plaintiffs were actually employed directly by defendant Synctruck, which contracted with the Amazon defendants to provide delivery of Amazon packages. In this settlement, plaintiffs are settling only with the Amazon parties. Synctruck has not settled and remains a defendant. (Synctruck objected to Amazon's good-faith-settlement determination, but its objection was rejected by this Court.) And second, there are several litigations pending in different courts. This settlement resolves all of them, as against the Amazon defendants.

Since preliminary approval was granted, the administrator has mailed notices to 2,821 class members (2,546 settlement class members in California, and 275 settlement collective members in Utah). 508 packets were returned by the post office. Follow up resulted in 443 new addresses, leaving 91 non-deliverable. No objections or requests to opt out have been received.

The motions are granted.

B. Background and Settlement Terms

The original complaint was filed by Brown and Gordon on December 10, 2018, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to provide proper wage statements, and failure to pay all wages due on separation. On February 14, 2020, O'Neal filed a matter in Sacramento County, making similar allegations, but adding claims for failure to provide signed documents, failed to maintain accurate records, and failure to provide paid sick days. On September 16, 2020, Huskey and Dennis filed a complaint in United States District Court for the Eastern District of California making similar allegations, but including claims under the Fair Labor Standards Act. Eventually, the parties agreed to a First Amended Complaint consolidating all three actions and including claims under PAGA. The two other matters are still pending, but will be dismissed with prejudice immediately after the Effective Date of this settlement.

The settlement will create a gross settlement fund of \$2,750,000. The class representative payment to the plaintiffs will be \$10,000 each, totaling \$50,000. Attorney's fees will be \$916,667 (one-third of the settlement). Litigation costs will be reimbursed in the amount of \$25,000. The settlement administrator's costs (Simpluris) are \$27,300. PAGA penalties will be \$60,000, resulting in a payment of \$45,000 to the LWDA. The net amount paid directly to the class members will be about \$1,671,033. The fund is non-reversionary, except with respect to the Utah class members, who are not releasing any claims, unless they cash their check. Based on the estimated class size, the average net payment for each class member is approximately \$595 for the California members and \$211 for the Utah members.

The entire settlement amount will be deposited with the settlement administrator within 10 days after final approval of the settlement.

The proposed settlement will certify a class of all former drivers in California (2,558). The California

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 09/21/2023

class consists of delivery drivers employed by Synctruck who provided services as delivery drivers pursuant to a contract between Defendant Synctruck and Amazon to deliver goods to Amazon customers in the State of California from June 1, 2016 through and including March 7, 2021. It also will create "PAGA Settlement Group Members" for purposes of the PAGA claim only, which are paid regardless of whether the employee requests exclusion. The settlement also defines "Utah Collective Action members, consisting of employees of Synctruck, defined similarly to California Class members, but in Utah, and during a different time period.

The class members will not be required to file a claim. Funds will be apportioned to class members based on the number of workweeks worked during the class period, except that each class member who does not opt-out will receive at least \$50. Counsel have determined that the Utah claims are significantly weaker than the California claims, based on differences between the laws of the two states. Accordingly, when the number or workweeks are calculated, one "share" is allocated per week to each Utah collective action member, but six shares per week are allocated to each California class member.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided and deposited in the State Unclaimed Property Fund in the name of the class member (for California class members). For Utah class members, the funds from voided checks will be returned to Amazon (because the Utah collective action members are not releasing any claims, unless they cash their checks).

The settlement contains release language covering "all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the SAC," including a number of specified claims. Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." *Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Formal discovery was undertaken, resulting in the production of substantial documents. The matter settled after arms-length negotiations, which included a session with an experienced mediator in November of 2022. Although the matter did not settle at mediation, an agreement was reached over the following months.

Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. This included an estimate of class claims at a "maximum realistic damage" figure, if they prevailed on all claims, of about \$31 million, plus about \$2.2 million in PAGA penalties. The proposed settlement is about 10% of this amount. The expressed total may reflect a theoretical maximum, but it has little if any relationship to the actual value of the case in settlement. In this case, Amazon not only contends it complied with the law, it asserts that it is not the employer of the class members. Finally, about 90% of the California class members signed arbitration agreements, the enforceability of which has not been established.

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The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include “stacking” of violations, the law may only allow application of the “initial violation” penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where “based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.”])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

E. Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

F. Attorney Fees and Other Costs

Plaintiffs seek one-third of the total settlement amount as fees, relying on the “common fund” theory, or \$916,667. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the

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Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.)

Accordingly, plaintiffs have provided information concerning the lodestar fee amount. They estimate the lodestar at \$1,849,260, resulting in a "negative" (actually "below one") implied multiplier of 0.55. They based this amount on a total of 2,464 hours. There is no detailed breakdown of these hours by task, but the Court agrees that in light of the fact that the lodestar is nearly double the requested fees, and the number of attorney hours involved is quite large, it is not necessary to question the lodestar documentation further. No adjustment from the one-third fee is necessary. The attorney's fees are reasonable and are approved.

The requested representative payments of \$10,000 apiece for the named plaintiffs were deferred until this final approval motion. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07. Plaintiffs have provided declarations in support of their request. They point out that they executed broader releases than the class as a whole, but do not identify any particular claims of value that they may have. They also risk damage to their reputation and more difficulty in obtaining employment. The representative payments are approved.

Plaintiffs have shown litigation costs of \$ 25,528 (mostly mediation and filing fees). However, their motion requests approval only of the \$25,000 cap in the settlement agreement and the preliminary approval. These costs are reasonable and are approved in the amount of \$25,000.

The settlement administrator's costs of \$27,300 are reasonable and are approved.

G. Discussion and Conclusion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. The allocation of PAGA penalties among the aggrieved employees (based on pay periods) is reasonable.

The motions are granted.

Counsel are directed to prepare an order reflecting this entire tentative ruling and the other findings in the previously submitted proposed order and a separate judgment.

The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, to be determined in consultation with the Department's clerk by phone. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney's fees are to be withheld by the claims administrator pending

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satisfactory compliance as found by the Court.

14. 9:00 AM CASE NUMBER: MSC20-02330

CASE NAME: ROZENBERG VS EVANGELISTA

HEARING ON SUMMARY MOTION BY PLAINTIFF

FILED BY:

TENTATIVE RULING:

Plaintiff/cross-defendant Rozenberg and plaintiff Puen move for summary adjudication as to most but not all of the claims in the case. The motion is **granted in part and denied in part**. It is granted as to the second, third, fourth, and fifth causes of action in cross-plaintiff Evangelista's cross-complaint against Rozenberg. The motion is denied as to plaintiffs' claims in their first amended complaint against defendant Evangelista.

Background and Summary of the Case

Defendant Evangelista operates a dentistry business. Plaintiffs Rozenberg and Puen formerly worked as dentists in one of defendant's offices. In the first cause of action in the FAC they contend that they were employees, not independent contractors, and Evangelista failed to reimburse them for certain employment-related expenses. Their second cause of action is the same factual substance, repackaged as unfair competition under B&P Code § 17200.

Evangelista cross-complains against both plaintiffs. His first cause of action alleges breach of contract against both Rozenberg and Puen. His remaining causes of action are asserted only against Rozenberg. They all revolve around various forms of misconduct alleged against Rozenberg in connection with the termination of her work for defendant.

Plaintiffs seek summary adjudication as to liability only (not damages) as to their own claims against Evangelista. In substance, this means they are seeking a Court ruling that they were employees, not independent contractors; and that they incurred (unquantified) personal expenses that Evangelista should have been reimbursing.

Rozenberg, as a cross-defendant, also seeks summary adjudication against all of the cross-complaints counts other than breach of contract. Because Puen is sued only as to the breach-of-contract claim and the motion does not address that claim, she is not involved in the defensive half of the motion.

Legal Standards for Ruling on Motion for Summary Adjudication

The Court of Appeal summarized the standards for granting summary judgment in *Advent, Inc. v. National Union Fire Ins. Co. of Pittsburgh, PA* (2016) 6 Cal.App.5th 443:

[W]here the plaintiff has ... moved for summary judgment ... [it] has the burden of showing there is no defense to a cause of action. (Code Civ. Proc., § 437c, subd. (a).) That burden can be met if the plaintiff 'has proved each element of the cause of

PROOF OF SERVICE BY ELECTRONIC POSTING

I, the undersigned say:

I am not a party to the above case, and am over eighteen years old. On October 11, 2023, I served true and correct copies of the foregoing document, by posting the document electronically to One Legal File&Serve, for receipt electronically by the parties listed on the Court's Service List.

I affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 11, 2023, at Los Angeles, California.

s/ Kevin F. Ruf
Kevin F. Ruf

EXHIBIT 4

CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION

SETTLEMENT AGREEMENT AND RELEASE

This Class, Representative, and Collective Action Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) involves the matter of *Kendall Prater v. On Courier 365, Inc., Web to Door Corp*, San Mateo Superior Court Case no. 20-CIV-02814. This Settlement Agreement is entered into between Plaintiffs KENDALL PRATER, TYLER KARLI, RUSSEL STEPHEN, SABRINA DENNIS, CAROL MARTINEZ and NATHAN BREDENBURG (“Plaintiffs”), on one hand, and defendants ON COURIER 365, INC. (“ONCI”), WEB TO DOOR CORP. (“WTD”), and AMAZON LOGISTICS, INC., and AMAZON.COM, INC. (“Amazon”), (collectively, “Defendants”), on the other hand.

This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Settlement Agreement, which is contingent upon the Court granting final approval, contains the essential terms of the Parties’ agreement. The Representative Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Class Members.

I. DEFINITIONS

1. Action

“Action,” “Lawsuit,” or “Matter” mean the civil action filed by Plaintiffs entitled *Kendall Prater v. On Courier 365, Web to Door* (San Mateo Sup. Ct., 2020, Case no. 20-CIV-02814).

2. Class Counsel

“Class Counsel” means Lichten & Liss-Riordan, P.C., Bibiyan Law Group, P.C., Willig Williams and Davidson, Berger Montague P.C., and Justice Law Corporation who, subject to

Court approval, shall act as counsel for the California Collective and Class Action Members, PAGA Settlement Group Members, and Utah Collective Action Members.

3. Class Counsel Award

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

4. Class Information or Class Data

“Class Information” or “Class Data” means information regarding Settlement Class Members that ONCI and WTD will compile from its records and provide to the Settlement Administrator and the Parties in a Microsoft Excel spreadsheet, including each Settlement Class Member’s full name; last known mailing address; e-mail address (if available); telephone numbers; social security number; all dates of employment with ONCI and WTD in California or Utah, including hire dates, termination dates (if applicable), and re-hire dates (if applicable); and the total number of California-based workweeks and Utah-based workweeks during which Settlement Class Members were employed during the relevant Class Period.

5. Class Members or Settlement Class Members

“Class Members” or “Settlement Class Members” means collectively:

a. “ONCI California Class Action Members” means all persons who are employed or have been employed as a non-exempt employee by ONCI in the State of California at any time during the ONCI Class Period.

b. “WTD California Class Action Members” means all persons who are employed or have been employed as a non-exempt employee by WTD in the State of California at any time during the WTD Class Period. (ONCI California Class Action Members and WTD California Class Action Members shall be, collectively, referred to as the “California Class Action

Members”)

c. “PAGA Settlement Group Members” means all California Class Action Members who are employed or were employed by ONCI and/or WTD in the State of California during the PAGA Settlement Group Period. PAGA Settlement Group Members will be paid an Individual PAGA Payment, regardless of whether they have filed a valid and timely Request for Exclusion.

d. “ONCI Utah Collective Action Members” means all persons who were employed as a non-exempt employee by ONCI in the State of Utah at any time during the ONCI Class Period.

e. “WTD Utah Collective Action Members” means all persons who are employed or have been employed as a non-exempt employee by WTD in the State of Utah at any time during the WTD Class Period.

f. “Collective Action Members” refers to Plaintiffs and all persons who are employed or have been employed as a W-2 hourly non-exempt employee by ONCI or WTD during the ONCI or WTD California Class Period or the ONCI or WTD Utah Collective Action Period.

6. Class Period

“Class Period” means collectively:

a. “On Courier 365, Inc. Class Period” (“ONCI Class Period”) means February 28, 2016 through January 1, 2020.

b. “Web to Door Corp. Class Period” (“WTD Class Period”) means February 20, 2019 through July 12, 2022.

c. “PAGA Settlement Group Period” means February 12, 2019 through July 12, 2022. The PAGA Settlement Group Period is included in the ONCI and WTD California Class Period.

7. Class Representatives

“Class Representatives” means Plaintiffs KENDALL PRATER, TYLER KARLI,

RUSSEL STEPHEN, SABRINA DENNIS, CAROL MARTINEZ and NATHAN BREDENBURG.

8. Class Representatives' Enhancement Award

“Class Representatives' Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payments, in recognition of Plaintiffs' efforts and risks in assisting with the prosecution of the Lawsuits and in return for executing a broader release with Defendants. Class Counsel will seek up to \$10,000.00 as a service award for each Class Representative, for a total of \$60,000.00.

9. 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 all other claims under local, state, or federal law, including, but not limited to claims under California Business & Professions Code section 17200, claims under the California Labor Code (including, but not limited to, claims under the Private Attorneys General Act (“PAGA”)), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, meal and rest periods, itemized wage statements, final pay, accurate recordkeeping, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, 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 Releasees, as that term is defined, asserting any of Class Representatives' Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law.

“Class Representatives' Released Claims” means, with respect to SABRINA DENNIS, the same definition, except that it only releases any claims she has or may have against the Released Parties in connection with her work for delivery service provider WTD.

With respect to Class Representatives' Released Claims, Class Representatives waive their rights under California Civil Code section 1542 which states:

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.

10. Complaint

“Operative Complaint” means the Second Amended Complaint filed by Plaintiffs in *Kendall Prater v. On Courier 365, Web to Door* (San Mateo Superior Court Case no. 20-CIV-02814) in connection with this Settlement Agreement.

11. Court

“Court” means the California Superior Court for the County of San Mateo.

12. Defendants

“Defendants” means Defendants ON COURIER 365, INC. (“ONCI”), WEB TO DOOR CORP. (“WTD”), and AMAZON LOGISTICS, INC. AMAZON.COM, LLC, AMAZON.COM SERVICES, INC., and AMAZON.COM, INC., AMAZON.COM SERVICES, LLC (“Amazon”).

13. Effective Date

“Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement Agreement becomes final. Such order becomes final upon the following events: (i) thirty (30) days after the Court issues the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

14. Eligible Workweeks

“Eligible Workweeks” means collectively, the sum of the following:

- a. “ONCI Period Eligible Workweeks” means the aggregate count of all workweeks in which a non-exempt employee was employed by ONCI during the ONCI Period.
- b. “WTD Period Eligible Workweeks” means the aggregate count of all workweeks in which a non-exempt employee was employed by WTD during the WTD Period.

15. Final Approval Hearing

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

16. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Settlement Agreement as binding upon the Parties and the members of the ONCI California Class and

Collective, the ONCI Utah Collective, the WTD Class and Collective, and the WTD Utah Collective except as set forth below. The Final Judgment shall include a judgment on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

17. Gross Settlement Amount

“Gross Settlement Amount” means the amount payable under the terms of this Settlement Agreement by Defendants, excluding the cost of settlement administration, which amounts to \$4,500,000.00, unless increased pursuant to paragraph II(22) of this Agreement, and includes, without limitation: the Net Settlement Amount; any Class Representatives’ Enhancement Awards to Plaintiffs as approved by the Court; a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court; and the PAGA Payment (including the Individual PAGA Payments to the PAGA Settlement Group Members and the PAGA payment to the LWDA). Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the portion of the Individual Settlement Payments allocated to wages, as well as settlement administration costs shall be paid by Defendants in addition to the Gross Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Settlement Agreement.

18. Individual Settlement Payment

“Individual Settlement Payment” means collectively:

a. “California Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating ONCI or WTD California Class Action Member (who may also be a Participating Collective Action Member), which is intended to provide compensation for

the release of claims under California state, local law or administrative order, as well as federal law, including the FLSA, as further described in the definitions of California Class Action Member Released Claims and Collective Action Member Released Claims. Any ONCI or WTD California Class Action Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating ONCI or WTD California Class Action Member and is not eligible to receive a California Individual Settlement Payment. Additionally, only those Participating ONCI and WTD California Class Action Members who cash their California Individual Settlement Payment checks will be considered to have consented under the FLSA to opt into the collective action as proposed by the Second Amended Complaint and to have released all claims under the FLSA.

b. “Individual PAGA Payment” means the share of the \$25,000.00 amount allocated to the alleged aggrieved employees out of the total PAGA Payment that each ONCI and WTD California Class Action Member who worked during the PAGA Period will receive based on the number of pay periods they worked during the PAGA Period, without regard to whether the ONCI or WTD California Class Action Member submits a timely Request for Exclusion.

c. “Utah Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a ONCI or WTD Utah Collective Action Member, which is intended to provide compensation for the release of claims under Utah state, local law or administrative order, as well as the FLSA, as further described in the definition of ONCI or WTD Collective Action Member Released Claims. Only those ONCI and WTD Utah Collective Action Members who cash their ONCI or WTD Utah Individual Settlement Payment checks will be considered to have consented under the FLSA to opt into the collective action as proposed by the Consolidated Complaint and to have released all claims under the FLSA.

19. LWDA

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

20. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount less the Court-approved Class Counsel Award, Class Representatives’ Enhancement Award, and PAGA Payment (to the LWDA and PAGA Settlement Group Members). The Net Settlement Amount is the total amount that will be paid to Participating ONCI and WTD California Class and Collective Action Members and ONCI and WTD Utah Collective Action Members in the form of California and Utah Individual Settlement Payments.

21. Notice of Class and Representative Action Settlement

“Notice of Class and Representative Action Settlement” means the notice to be sent by the Settlement Administrator to the Settlement Class Members approved by the Parties and subject to Court approval, substantially in the form of Exhibit A hereto, explaining the terms of the class and representative action settlement in this Settlement Agreement and the settlement process.

22. PAGA

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

23. PAGA Payment

“PAGA Payment” means the payment in the amount of \$100,000.00, or other amount if ordered by the Court, to be paid for PAGA penalties under the Settlement. Of this amount, 75% shall be paid to the LWDA. The remaining 25% of the PAGA Payment shall be paid based on the number of pay periods worked during the PAGA Period to the PAGA Settlement Group Members as their collective 25% share of the PAGA penalties under the Settlement.

24. Participating California Class and Representative Action Members

“Participating California Class Action Members” means all ONCI and WTD California Class and Representative Action Members who do not file a valid and timely Request for

Exclusion.

25. Participating Collective Action Members

“Participating Collective Action Members” means all ONCI and WTD California Collective Action Members and ONCI and WTD Utah Collective Action Members who cash their California or Utah Individual Settlement Payment checks and thereby consent under the FLSA to opt into the collective and to release all Collective Action Member Released Claims.

26. Parties

“Parties” means Plaintiffs and Defendants, collectively.

27. Plaintiffs

“Plaintiffs” means Plaintiffs KENDALL PRATER, TYLER KARLI, RUSSEL STEPHEN, SABRINA DENNIS, CAROL MARTINEZ and NATHAN BREDENBURG.

28. Preliminary Approval Date

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

29. Qualified Settlement Fund

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

as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendants shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

30. Released Claims

“Released Claims” shall mean collectively:

a. “California Class Action Member Released Claims” means any and all claims and/or causes of action under any California state, local or federal law or administrative order by Settlement Class Members against Released Parties that were or could have been pled based on the facts alleged in the Operative Complaint including but not limited to, any claim for: (1) Failure To Pay Regular Pay/Min. Wages in Violation of Labor Code §§ 204, 210, 223, 1182.11, 1118.12, 1194, 1194.2, 1197, 1198, 1199 & IWC Wage Order 9-2001, § 4; (2) Failure To Pay Overtime Premium Pay (including, but not limited to, the failure to properly calculate the regular rate of pay) in Violation of Labor Code §§ 200, 204, 210, 510, 1194, 1194.2, 1198, 1199 & IWC Wage Order 9-2001, § 3; (3) Failure To Provide Meal Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, and IWC Wage Order 9-2001, § 11; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, and IWC Wage Order 9-2001, § 12; (5) Failure To Reimburse For Necessary Expenditures in Violation of Labor Code §§ 510, 2802 and IWC Wage Order 9-2001, §§ 8-9; (6) Failure to Provide Accurate Itemized Wage Statements and Failure to Maintain Records in Violation of Labor Code §§ 226, 1174, § 7; (7) Failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (8) Failure to Provide a Right to A Copy Of Signed Documents in Violation of Labor Code § 432; (9) Failure to Maintain Accurate Records in Violation of Labor Code §§ 226(a), 1174, and IWC Wage Order 9-2001; and (10) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq* based

on such alleged violations, or any related claims under the California Industrial Welfare Commission Wage Orders. The release shall be limited to, as to former employees of On Courier 365, Inc., February 28, 2016 through January 1, 2020 and, as to former employees of Web to Door Corp., between February 20, 2019 and July 12, 2022.

b. “PAGA Release” means any and all claims and/or causes of action for civil penalties pursuant to PAGA by the PAGA Settlement Members against Released Parties that were or could have been pled based on any and all of the facts alleged in the Operative Complaint and the LWDA notices for civil penalties under Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802. Regardless of whether any ONCI or WTD California Class Action Member submits a timely Request for Exclusion, they will still be bound by the PAGA Release if they are members of the PAGA Settlement Group. The period of the PAGA release will encompass the period from February 12, 2019 through July 12, 2022.

c. “Collective Action Member Released Claims” means any and all claims and/or causes of action under the FLSA (as to the ONCI and WTD California Class and Collective Action Members and the ONCI and WTD Utah Collective Action Members) or any Utah state or local law or administrative order (as to the ONCI and WTD Utah Collective Action Members), by Settlement Class Members against Released Parties that were or could have been pled based on the allegations in the Operative Complaint, including, without limitation, failure to pay minimum wage or overtime premium pay (including, but not limited to, the failure to properly calculate the regular rate of pay) in violation of the FLSA, derivative recordkeeping or other claims under the FLSA, related claims that could have been brought under Utah state or local law or administrative order, including but not limited to the Utah Payment of Wages Act, Utah Minimum Wage Act, the Utah Administrative Code and Rules; related common law claims for conversion, other alleged

tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under the FLSA or Utah law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Each Settlement Class Member who cashes their California or Utah Individual Settlement Payment check will become a Participating Collective Action Member who will be considered to have consented to opt into the collective action and to have released all Collective Action Member Released Claims up to the relevant ONCI and WTD Class Period

31. Released Parties

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

32. Request for Exclusion

“Request for Exclusion” means a letter setting forth a ONCI or WTD California Class Action Member’s full name, present mailing address, telephone number, email address (if applicable), last four digits of social security number, and a statement electing to be excluded from the Settlement. However, such ONCI and WTD California Class Action Members will still be bound by the terms of the PAGA Release if they are members of the PAGA Settlement Group. Specific details of how to submit a “Request for Exclusion” will be provided by the Notice of Class, Representative, and Collective Action Settlement.

33. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class, Representative, and Collective Action Settlement to

California Class Action Members, which is the last date on which California Class Action Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the Settlement; or (c) dispute the information contained in the Notice of Class, Representative, and Collective Action Settlement.

34. Settlement

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

35. Settlement Administrator

“Settlement Administrator” means a third-party Settlement Administrator mutually selected by the parties, and subject to an RFP process, and appointed by the Court upon granting Class Counsel’s motion for preliminary approval of this Settlement.

36. Settlement Administrator Costs

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

II. RECITALS

1. Class and Collective Certification

The Parties stipulate to certification of the Second Amended Complaint’s proposed ONCI and WTD California Class and Collective, and the ONCI and WTD Utah Collective, for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class and collective certification will become null and void.

2. Defendants

ONCI and WTD, both delivery services companies, entered into delivery services contracts with Amazon Logistics, Inc. to deliver packages in California and Utah. ONCI and WTD, pursuant to their contracts, employed Delivery Associates in California and Utah to deliver packages to Amazon customers in those states.

3. Procedural History

On February 28, 2019, Plaintiffs Stephen and Karli, through counsel, notified the Amazon Defendants of alleged wage-related claims they intended to file against Defendants on behalf of themselves and a class and collective of similarly situated individuals against the Amazon Defendants and ONCI, and invited Defendants to explore the potential for pre-litigation resolution of those alleged claims. The Parties continued to meet and confer, and on October 28, 2019, Plaintiffs Stephen and Karli and the Amazon Defendants entered into a Tolling and Mediation Agreement, to allow them an opportunity to explore potential pre-litigation resolution of the claims alleged. Plaintiffs Stephen and Karli and ONCI entered into a Tolling and Mediation Agreement executed between November and December 2019, to allow them an opportunity to explore pre-litigation resolution of the claims alleged. The Term of both Tolling Agreements was effective as of February 28, 2019.

On or around June 10, 2020, Plaintiff Prater filed with the LWDA and served on ONCI and WTD a notice letter under Labor Code section 2699.3 stating an intention to seek PAGA penalties for all non-exempt, hourly-paid employees of ONCI and WTD's employees during the relevant time period. On or around February 12, 2020, Plaintiff Martinez filed with the LWDA and served on ONCI and WTD a notice letter under Labor Code section 2699.3 stating an intention to seek PAGA penalties for all non-exempt, hourly-paid employees of ONCI and WTD's employees during the relevant time period.

On July 10, 2020, Kendall Prater filed a class action complaint in San Mateo Superior Court, Case No. 20-CIV-02814, for alleged Labor Code violations and an unfair competition claim against ONCI, WTD, and South East Employee Leasing Services, Inc. and a notice letter under Labor Code section 2699.3 stating an intention to seek civil penalties on behalf of all non-exempt, hourly-paid employees of ONCI and WTD (whether employed directly, through a staffing agency, or professional employer organization) during the relevant time period. The Complaint was later amended to add Plaintiff's request for civil penalties under PAGA as set forth in Ms. Prater's PAGA Notice.

The Parties engaged in an extensive alternative dispute resolution ("ADR") process in connection with these claims. This process consisted of extensive ADR-related discovery and three in-person mediation sessions overseen by an experienced wage and hour mediator, Dennis Clifford, Esq. Throughout this ADR process, the Parties, by and through their counsel, engaged in dozens of telephonic and video discussions, as well as written correspondence and negotiations overseen by Mr. Clifford. At the March 14, 2022 mediation session, the Parties reached an agreement in principle to resolve the alleged claims on a collective and class-wide basis. On August 23, 2022, Plaintiffs filed a Second Amended Complaint, incorporating all the Parties to the Settlement.

The Settlement terms were reduced to writing in a Memorandum of Understanding, which was executed by the Parties. Before the mediation and negotiations, Defendants produced documentation including time and pay data sampling, policy documents, class size and workweek information, and information regarding hourly rates. Defendants provided discovery sufficient to enable the Representative Plaintiffs and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendants deny any and all liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits, 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, collective action, or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Lawsuits. Defendants contend, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Settlement Class Members' employment. Amazon specifically denies that it employed any of the Settlement Class Members at issue. Amazon further denies any joint employer relationship with ONCI and WTD or that it employed any of the Settlement Class Members for any purposes. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendants collectively or individually, or an admission that class, collective, or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any other litigation or agency or arbitration proceeding as necessary to approve, interpret, or enforce this Settlement, or to support a stay of such litigation or proceeding, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representatives are represented by Class Counsel. Class Counsel investigated

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

4. Benefits of Settlement to Class Members

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

5. Defendants' Reasons for Settlement

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

6. Settlement of Disputed Claims

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

III. TERMS OF AGREEMENT

1. Release as To All Participating ONCI and WTD California Class Action Members

As of the Effective Date, the Participating California Class Action Members, including Plaintiffs, release the Released Parties from the California Class Action Member Released Claims. These releases will take effect whether or not a Participating ONCI or WTD California Class

Action Member receives their Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. PAGA Release as to PAGA Settlement Group Members

As of the Effective Date, the PAGA Settlement Group Members will be deemed to have released all of the Released Parties of the PAGA Release claims.

3. Release as To All ONCI and WTD California and Utah Collective Action Members

Upon cashing or depositing a settlement check, all Participating ONCI and WTD California and Utah Collective Action Members will be deemed to have released all of their Collective Action Member Released Claims.

4. Release of Claims by Plaintiffs

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

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they 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 Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with ONCI and/or WTD and alleged employment with the other Defendants.

5. Tax Treatment

Twenty-five percent (25%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments shall be deemed payment for settlement of claims for wages and expenses and will be subject to appropriate deductions and withholdings calculated and made by the Settlement Administrator. The Settlement Administrator shall calculate the payroll taxes to be paid by ONCI and WTD based on the amount designated for the settlement of claims for wages. Seventy-five percent (75%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments, shall be deemed payment for settlement of non-wage claims (*i.e.*, for penalties, liquidated damages, and interest under California law and the FLSA) and not subject to withholdings. One hundred percent (100%) of the Individual PAGA Payments shall be deemed payment for settlement of claims for penalties and not subject to withholdings. The portion of Settlement Payments deemed payment for settlement of claims for wages and expenses shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments. Plaintiffs and any Settlement Class Member who receives any Individual Settlement Payment should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payments they receive under the Settlement.

6. Circular 230 Disclaimer

Each Party to this Settlement Agreement (for purposes of this section, the “acknowledging party” and each Party to this Settlement Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other

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

7. Preliminary Approval of Settlement

Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying the proposed classes 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 Court hearing on a date agreed upon by all counsel, to request the preliminary approval of the Settlement, and the entry of a preliminary approval Order: (i) preliminarily approving the proposed Settlement; (ii) certifying the Complaint's proposed ONCI and WTD California Class and Collective and the proposed ONCI and WTD Utah Collective for settlement purposes only; and (iii) setting a date for the Final Approval Hearing. Class Counsel agree to provide Counsel for Defendants with drafts of the Motion for Preliminary Approval, supporting declarations, and any

other documents they intend to submit in support of their Motion for Preliminary Approval at least fourteen (14) days before filing the Motion to allow Counsel for Defendants a reasonable time to review and comment on such papers and further agree to reasonably incorporate the comments from Counsel for Defendants. The Parties shall jointly prepare and file a proposed preliminary approval order. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.

8. Class Action Fairness Act

To the extent required by applicable law, ONCI and WTD shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement not later than ten (10) days after a proposed settlement of a class action is filed in court, to the extent necessary under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715.

10. Submissions to the LWDA

At or around the same time as they submit this Settlement Agreement to the Court for preliminary approval, Class Counsel shall submit a copy of this Settlement Agreement to the LWDA, as required by California Labor Code § 2699(1)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Final Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(1)(3).

11. Settlement Administrator

Within fourteen (14) days of the Court granting preliminary approval of this Settlement Agreement, ONCI and WTD shall provide the Settlement Administrator and the Parties with the Class Information for purposes of mailing the Notice of Class, Representative, and Collective Action Settlement to the Settlement Class Members, except that ONCI and WTD will not provide the contact information of Settlement Class Members to Class Counsel. The Settlement

Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendants, except that relevant information can be provided to Class Counsel for the purpose of effectuating this Settlement Agreement, including, but not limited to, allowing Class Counsel to respond to inquiries or requests from Settlement Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Settlement Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Settlement Class Members to file any claim, charge or complaint of any kind whatsoever against any of the Defendants and will only be used to administer the Settlement under the terms provided herein.

No later than three (3) days after receipt of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the list has been received.

The Settlement Administrator shall maintain a website, the content and URL of which shall be subject to approval by the Parties, that has links to the notice, motions for approval and any other documents in the case, the date of approval hearing (if applicable), as well as the ability to submit a change of address/contact information.

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

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within thirty (30) days of preliminary approval of this Settlement, the Settlement Administrator will mail copies of the Notice of Class, Representative, and Collective Action Settlement to all Settlement Class Members via regular First-Class U.S. Mail and email (if applicable). The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member, including performing a skip-trace to identify any updated mailing addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. The form of the proposed Notice of Class, Representative, and Collective Action Settlement is attached as Exhibit A, and is subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the case.

b. Undeliverable Notices

Any Notice of Class, Representative, and Collective Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct mailing address by use of skip-tracing, or other search using the name, address and/or social security number of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Settlement Class Members who receive a re-mailed Notice of Class, Representative, and Collective Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments

Settlement Class Members who disagree with the number of workweeks stated on their applicable Notice of Class, Representative, and Collective Action Settlement derived from the Class Information may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a California Class Action Member's or Utah Collective Action Member's eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Settlement Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, ONCI and WTD's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement

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

e. Exclusions

The Notice of Class, Representative, and Collective Action Settlement shall state that ONCI and WTD California Class Action Members who wish to exclude themselves from the Settlement must submit a valid Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name and present mailing address of the Settlement Class Member requesting exclusion; (2) contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) be signed by the Settlement Class Member, and; (4) be

postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any California Class Action Member who validly and timely requests to be excluded from the Settlement Class will not be entitled to any non-PAGA recovery under the Settlement and will not be bound by the terms of release in paragraph III.1 above or have any right to object to or appeal the Settlement. California Class Action Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action. The releases in paragraph III.2 above will take effect whether or not a California Class Action Member or PAGA Settlement Group Member receives their individual settlement payment(s) or cashes and deposits any check for the California Individual Settlement Payment or Individual PAGA Payment. Because the settlement of PAGA claims is not a class action settlement subject to class action procedures, no California Class Action Members or PAGA Settlement Group Members can exclude themselves from being included in the settlement of PAGA claims and being subject to the PAGA Release if the Court approves the Settlement. PAGA Settlement Group Members will be sent their Individual PAGA Payments regardless of whether they have filed a valid and timely Request for Exclusion and will be bound by the PAGA Release. California Class Action Members who validly and timely exclude themselves from the Settlement will not be bound by the release of any claims that are not PAGA claims.

No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all California Class Action Members who have timely submitted a valid Request for Exclusion. If a California Class Action Member submits both a timely dispute as to workweeks and a timely Request for Exclusion, the Settlement

Administrator will not deem such California Class Action Member to be excluded from the Settlement Class (including for purposes of computing the Individual Settlement Payments in paragraph III.14.b), but will instead attempt to resolve the dispute and work with the Parties as necessary to resolve the dispute. In the event the dispute cannot be resolved within twenty (20) days after the Response Deadline, the Settlement Administrator will confer with the Parties before honoring the Request for Exclusion.

f. Objections

The Notice of Class, Representative, and Collective Action Settlement shall state that California Class Action Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of postmark on the mailing 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 California Class Action Member and state: (1) the full name, present mailing address, telephone number, and email address (if applicable) of the objecting Class Member; (2) the basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendants with this notice no later than the Response Deadline. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement

whether by appeal or otherwise.

g. Opt-In and Release

Opt-in and release language regarding the release of the Collective Action Member Released Claims will be printed on each California and Utah Individual Settlement Payment check, with the advisement that cashing such check constitutes consent under the FLSA to opt into the collective action as proposed by the Complaint and to release all Collective Action Member Released Claims. The language to be included will be substantially similar to the following:

By endorsing, cashing, or depositing this check, I affirm my release of On Courier 365 Inc, Web to Door Corp., Amazon Logistics, Inc., and the Released Parties of all Collective Action Member Released Claims as defined in the Settlement Agreement approved by the Court in the lawsuit entitled *Kendall Prater v. On Courier 365, Web to Door Corp.*, (San Mateo Sup. Ct., 2020, Case No. 20-CIV-02814). I affirm that I will not sue under or assert any of the Collective Action Member Released Claims, including FLSA claims, against any of the Released Parties.

12. 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, or counsel's respective law firms seek to solicit or otherwise encourage California Class Action Members to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment, nor will the Parties or their counsel, or counsel's respective law firms, seek to solicit not to or otherwise discourage California Class Action Members or Utah Collective Action Members from cashing their Individual Settlement Payments.

13. Funding of the Qualified Settlement Fund

No later than fourteen (14) calendar days after the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions for paying the Gross Settlement Amount (\$4,500,000.00) into the QSF, and the Settlement Administrator will also at the same time inform Defendants of the amount to be sent to the QSF to pay for the employer's

share of payroll taxes and administration fees. No later than twenty-one (21) business days after receipt of the wiring instructions, ONCI and WTD shall provide to the Settlement Administrator all information required by the Settlement Administrator to calculate and pay the amount of the employer payroll taxes, including but not limited to ONCI's and WTD's eight-digit employer payroll tax account number (i.e., State Employer Identification Number) to be used in issuing the Class Representatives' Enhancement Awards and Individual Settlement Payments, and Defendants shall fund the QSF, including the amount required to cover the employer's share of payroll taxes.

Defendants shall pay the Gross Settlement Amount to the Settlement Administrator within forty-five (45) days after a Court order granting final approval of the Settlement becomes final and the Settlement Administrator has provided all necessary documentation and wire transfer instructions to Defendants for the settlement account, including final calculations containing the amount due for employer payroll taxes.

14. Settlement Amount

a. Net Settlement Amount: The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representatives' Enhancement Awards, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$2,760,000.00. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount:	\$4,500,000.00
Requested Class Rep. Enhancement Award:	\$60,000.00
Requested Class Counsel Fees:	\$1,500,000.00
Requested Class Counsel Costs (not to exceed):	\$50,000.00
Payment to the to LWDA:	\$75,000.00

Payment to the PAGA Settlement Group Members

\$25,000.00

Net Settlement Amount

\$2,760,000.00

The Net Settlement Amount allocated for the California Class Action Members is non-reversionary, and no part of this portion of the Net Settlement Amount will revert to Defendants. However, as discussed in paragraph III.15.b below, the Settlement Administrator will return to Defendants the value of any settlement checks that the Utah Collective Action Members do not timely cash in recognition of the fact that that Defendants do not obtain any release as to those individuals. If the Court approves less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees, any such amounts will be included in the Net Settlement Amount for distribution to the Participating California Class Action Members and California and Utah Collective Action Members.

b. California and Utah Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) first, the Settlement Administrator will allocate to each Settlement Class Member who does not file a valid and timely Request for Exclusion the amount of \$50.00 so that each of these individuals is sent a settlement payment of at least \$50.00; (ii) second, using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion, where each California Eligible Workweek will be equal to six (6) settlement shares and each Utah Eligible Workweek will be equal to one (1) settlement share to reflect the higher potential value of the California Class Action Member Released Claims relative to the Collective Action Member Released Claims of the Utah Collective Action Members; (iii) third, the Settlement Administrator will divide the Net Settlement

Amount by the sum of all settlement shares, as calculated using the formula provided for in (ii) above, to determine the value for each settlement share (“Settlement Share Value”); and (iv) fourth, for each Settlement Class Member who does not file a valid and timely Request for Exclusion, the Settlement Administrator will multiply the number of that Settlement Class Member’s individual settlement shares by the Settlement Share Value to determine that Settlement Class Member’s California or Utah Individual Settlement Payment.

c. Individual PAGA Payments will be paid from the PAGA Payment and will be an equal payment to all PAGA Settlement Group Members calculated as follows: 25% of the PAGA Payment divided by the number of PAGA Settlement Group Members.

d. Settlement Payment Timing

California and Utah Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating California Class Action Member or Utah Collective Action Member’s last known mailing address within fifteen (15) days after Defendants fully fund the QSF. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Settlement Group Member’s last known mailing address within fifteen (15) days after Defendants fully fund the QSF.

15. Unclaimed Settlement Payment(s)

As part of the administration, sixty (60) days before the Individual Settlement Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Settlement Class Members whose settlement checks were not returned undeliverable and who have not cashed their checks, and shall also send a reminder email to those individuals whose email addresses were provided to the Settlement Administrator by ONCI or WTD. Additionally, during the last sixty (60) days of the check cashing period, a telephone call will be placed to those that have still not cashed their check to remind them to do so, to the extent their telephone numbers were provided

to the Settlement Administrator by ONCI or WTD.

a. California Individual Settlement Payments and Individual PAGA Payments: After one hundred and eighty (180) days of the mailing of the California Individual Settlement Payment checks and Individual PAGA Payment checks, the uncashed checks shall be cancelled and the funds attributable to these uncashed California Individual Settlement Payment checks and/or Individual PAGA Payment checks (“Unclaimed Settlement Payments”) shall be deposited to the State of California Unclaimed Property Fund in the name of each Participating California Class Action Member or PAGA Settlement Group Member who did not cash his, her or their check(s).

b. Utah Individual Settlement Payments: After one hundred and eighty (180) days of the mailing of the Utah Individual Settlement Payment checks for the Utah Collective Action Members, the uncashed checks shall be cancelled and the Settlement Administrator shall issue a check in the amount of the funds attributable to these uncashed Utah Individual Settlement Payment checks (“Unclaimed Utah Settlement Payments”) payable to the Defendants. The Settlement Administrator shall also notify the Parties of any Unclaimed Utah Settlement Payments.

16. Class Representative Enhancement Awards

Defendants agree not to oppose or object to Plaintiffs’ application to the Court for Class Representatives’ Enhancement Awards of up to \$10,000.00 each. The Class Representatives’ Enhancement Awards shall be paid to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) days after Defendants fully fund the QSF. The Class Representatives’ Enhancement Awards shall be in addition to the Plaintiffs’ Individual Settlement Payments as Settlement Class Members. Any amount requested by Plaintiffs for the Class Representatives’ Enhancement Awards and not granted by the Court shall return to the Net Settlement Fund and be distributed to Participating California Class Action Members and Utah Collective Action Members as provided

in paragraph III.14.a above.

17. Class Counsel Award

Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys' fees in the amount of up to thirty-three and one-third percent (33.33%) of the Gross Settlement Amount. Defendants further agree not to oppose any application or motion by Class Counsel for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of the Lawsuits, to be paid from the Gross Settlement Amount, not to exceed \$50,000. Class Counsel shall be paid the Class Counsel Award no later than seven (7) days after Defendants fully fund the QSF. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Fund and be distributed to Participating California Class Action Members and Utah Collective Action Members as provided in paragraph III.14.a above.

18. Settlement Administrator Costs

The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Settlement Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Settlement Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs by the Defendants no later than seven (7) days after Defendants fully fund the QSF.

In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment or any other appellate review, shall be paid to the Settlement Administrator by Defendants within thirty (30) days of said

notification.

a. Responsibilities of the Settlement Administrator

In addition to establishing the QSF, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the data provided by ONCI and WTD to calculate each Settlement Class Member's approximate Individual Settlement Payment; ascertaining the identity and whereabouts of the Settlement Class Members; communicating with Settlement Class Members as necessary, including the maintenance of a website as described in III.11 above; printing and mailing the Notice of Class, Representative, and Collective Action Settlement to the Settlement Class Members as directed by the Court; receiving and reporting Requests for Exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, Participating California Class Action Members, and California and Utah Collective Action Members; notifying the Parties of, and resolving any disputes regarding, the calculation of California and Utah Individual Settlement Payments; informing Defendants of the amount to be sent to the QSF to pay for the employer's share of payroll taxes and any employer identification information needed from ONCI and WTD to pay such payroll taxes; complying with all tax reporting notice and filing requirements; providing Defendants with wiring instructions; carrying out all other duties related to the QSF's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

19. LWDA and Individual PAGA Payments

A total amount of \$100,000.00 from the Gross Settlement Amount will requested to be

approved by the Court to be allocated as the PAGA Payment to be paid as penalties under PAGA. Seventy-five percent (75%) of this amount will be the PAGA Payment to be paid to the LWDA and the remaining twenty-five (25%) shall be payable to the PAGA Settlement Group members as their Individual PAGA Payment, calculated as set forth in paragraph III.14.c. Any additional amount ordered by the Court to be paid as the PAGA Payment shall be paid from the Gross Settlement Amount; in no event shall Defendants be required to pay in excess of the Gross Settlement Amount.

20. 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 amounts properly payable for: (i) the Class Counsel Award; (ii) the Class Representatives' Enhancement Awards; (iii) California and Utah Individual Settlement Payments; (iv) PAGA Payment; and (v) Settlement Administrator Costs.

21. Final Approval Order

Plaintiffs will request, and Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiffs will request that the Final Approval Order certify the proposed ONCI and WTD California Class and proposed ONCI and WTD California and Utah Collective for settlement purposes only; find that this Settlement Agreement is fair, just, adequate, and in the best interests of the Settlement Class Members; and require the Parties to carry out the provisions of this Settlement Agreement. The Parties shall jointly prepare the proposed Final Approval Order. Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' Fees, Costs, and Class Representatives' Enhancement Awards, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendants with

drafts of all documents they intend to submit in support of their Motion for Final Approval at least ten (10) court days in advance of filing to allow Counsel for Defendants a reasonable time to review and comment on such papers, and further agrees to reasonably incorporate the comments from Counsel for Defendants. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Settlement Agreement that will result in entry of the Final Approval Order.

22. Increase in Workweeks

The Parties exchanged data and information prior to the mediation, identifying a total of 2,605 employees and 49,073 ONCI Period Eligible Workweeks during the ONCI Class Period and 3,411 employees and 66,757 WTD Period Eligible Workweeks during the WTD Class Period. Plaintiffs relied on these numbers in negotiating the settlement. In the event that the Eligible Workweeks increases by more than 15%, or 115,830 Eligible Workweeks, through the date of the mediation (*i.e.* March 14, 2022), then the Gross Settlement Amount shall be increased by the percentage in excess of 15% (*i.e.*, if the Eligible Workweeks increase by 16% then the Gross Settlement Amount shall be increased by 1%). Thus, for example, should there be 134,363 $((115,830 + (115,830 \times 0.16))$ Eligible Workweeks during the Class Period, then the Gross Settlement Amount shall be increased by \$45,000 $(\$4,500,000.00 \times 0.01)$, for an increased Gross Settlement Amount of \$4,545,000.00.

In the event that the Gross Settlement Amount increases under this escalator clause, then any consideration paid pursuant to this term shall entirely become part of the Net Settlement Amount and will not increase the attorneys' fees sought by Plaintiffs' Counsel.

23. Nullification of Settlement Agreement

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided

herein; or (iv) the Settlement does not become final for any other reason, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then any Party may void this Settlement Agreement, and the Parties will be restored to their respective positions as if they had not entered into the Settlement Agreement.

If, within thirty (30) days after receipt of all requests for exclusion, more than 5% of the California Settlement Class have timely submitted otherwise valid requests for exclusion, any of the Defendants may have the option to terminate the Settlement Agreement. Plaintiffs cannot opt out of or object to the Settlement Agreement. No party or counsel to any party may solicit Settlement Class members to opt-out of the Settlement. If any of the Defendants exercise their option to revoke the Settlement for this reason, they shall be responsible for all costs of administration incurred up to the date of such revocation, and the litigation shall immediately resume as against those Defendant(s) who elect to terminate the Settlement Agreement as if there had been no settlement.

24. Class and Collective Certification

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

The Parties further agree that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or not decertified,

or that this matter may proceed as a class, collective, and/or representative action; or (ii) Defendants are liable to Plaintiffs or any Settlement Class Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendants expressly reserve all rights to challenge certification of a class and/or collective, or Plaintiffs' ability to maintain a representative action, for all purposes, and in the event the Settlement is not approved or otherwise voided, the Second Amended Complaint shall be withdrawn and the prior complaint, the First Amended Complaint, shall again be the operative complaint in the *Prater* matter.

25. Public Comment

Prior to the filing of an initial motion for approval with the Court, 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 Settlement Class Members regarding the approval and the settlement website established by the Settlement Administrator), or otherwise publicize the settlement. However, nothing about this paragraph shall restrict Class Counsel from citing to or referencing the settlement in court filings, as necessary, including for purposes of seeking approval of the settlement. Plaintiffs and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. Nothing in this provision will affect the ability of Class Counsel to carry out their duties consistent with and as required by any other provision in this Agreement or by the Court or affect Class Counsel's attorney-client communications.

26. No Effect on Employee Benefits

Amounts paid to Plaintiffs or other Settlement Class Members pursuant to this Settlement Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiffs or Settlement Class Members.

27. No Admission by Defendants

Defendants deny any and all claims alleged in these Lawsuits and deny any and all liability or wrongdoing whatsoever. This Settlement Agreement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants. Amazon further specifically denies that it was an employer or joint employer of any Settlement Class Member, each of whom was employed by ONCI and/or WTD.

28. 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 ONCI or WTD in connection with any other filed or anticipated claims, charges, grievances, or complaints against any of the Defendants. Class Counsel also represent that Class Counsel have not used any information obtained in the Lawsuit to solicit or assist any other persons or attorneys to commence a claim or proceeding against any of the Defendants.

29. Exhibits and Headings

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

Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

30. Interim Stay of Proceedings

Upon full execution of this Settlement Agreement, the Parties agree that based upon California Code of Civil Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in their entirety except for the proceedings necessary to implement and complete the Settlement.

31. Amendment or Modification

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

32. Entire Agreement

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

33. Authorization to Enter into Settlement Agreement

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement 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 Settlement Agreement on behalf of each Defendant represent and warrant that they are authorized to sign this Settlement Agreement on behalf of that Defendant. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

34. Binding on Successors and Assigns

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

35. California Law Governs

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

36. Counterparts

This Settlement 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.

37. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

38. Arbitration

This Settlement Agreement shall not supersede any enforceable arbitration agreements applicable to a Settlement Class Member, except that Settlement Class Members can be Participating California Class Action Members and Participating Collective Action Members notwithstanding any arbitration agreement. Defendants reserve the ability to compel arbitration as to Settlement Class Members subject to an enforceable arbitration agreement should the Settlement not be finally approved, and as to any claims not released by the Settlement.

39. Invalidity of Any Provision

Before declaring any provision of this Settlement 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 Settlement Agreement valid and enforceable.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

IT IS SO AGREED:

Dated: Sep 22, 2022

By: 
Kendall prater (Sep 22, 2022 18:38 PDT)
KENDALL PRATER

Dated: _____

By: _____
TYLER KARLI

Dated: _____

By: _____
RUSSEL STEPHEN

Dated: _____

By: _____
SABRINA DENNIS

Dated: _____

By: _____
CAROL MARTINEZ

Dated: _____

By: _____
NATHAN BREDENBURG

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

IT IS SO AGREED:

Dated: _____

By: _____
KENDALL PRATER

Dated: 09/22/2022

By:  _____
TYLER KARLI

Dated: _____

By: _____
RUSSEL STEPHEN

Dated: _____

By: _____
SABRINA DENNIS

Dated: _____

By: _____
CAROL MARTINEZ

Dated: _____

By: _____
NATHAN BREDENBURG

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

IT IS SO AGREED:

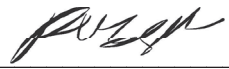
Dated: _____

By: _____
KENDALL PRATER

Dated: _____

By: _____
TYLER KARLI

Dated: 10/04/2022

By:  _____
RUSSELL STEPHEN

Dated: _____

By: _____
SABRINA DENNIS

Dated: _____

By: _____
CAROL MARTINEZ

Dated: _____

By: _____
NATHAN BREDENBURG

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

IT IS SO AGREED:

Dated: _____

By: _____
KENDALL PRATER

Dated: _____

By: _____
TYLER KARLI

Dated: _____

By: _____
RUSSEL STEPHEN

Dated: 09/21/2022 _____

By: Sabrina Dennis
SABRINA DENNIS

Dated: _____

By: _____
CAROL MARTINEZ

Dated: _____

By: _____
NATHAN BREDENBURG

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

IT IS SO AGREED:

Dated: _____

By: _____
KENDALL PRATER

Dated: _____

By: _____
TYLER KARLI

Dated: _____

By: _____
RUSSEL STEPHEN

Dated: _____

By: _____
SABRINA DENNIS

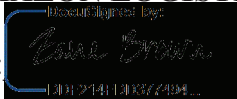
Dated: 09/22/2022

By: *Carol Martinez*
CAROL MARTINEZ

Dated: 09/22/2022

By: *Nathan Bredenburg*
NATHAN BREDENBURG

Dated: September 27, 2022 | 1:42 PM PDT **AMAZON LOGISTICS, INC.**

By: _____

Print Name: Zane Brown

Title: Vice President and Associate General Counsel

Dated: September 27, 2022 | 1:42 PM PDT **AMAZON.COM INC.**

By: _____

Print Name: Zane Brown

Title: Vice President and Associate General Counsel

Dated: September 27, 2022 | 1:42 PM PDT **ON COURIER 365, INC**

By: _____

Print Name: _____

Title: _____

Dated: _____

WEB TO DOOR CORP

By: _____

Print Name: _____

Title: _____

Dated: _____

AMAZON LOGISTICS, INC.

By: _____

Print Name: _____

Title: _____

Dated: _____

AMAZON.COM INC.

By: _____

Print Name: _____

Title: _____

Dated: Sep 21, 2022

ON COURIER 365, INC

By:  _____
David Khateeb . (Sep 21, 2022 10:35 PDT)

Print Name: Safie (David) Khateeb

Title: Corp. Secretary

Dated: Sep 21, 2022

_ WEB TO DOOR CORP

By:  _____
David Khateeb . (Sep 21, 2022 10:35 PDT)

Print Name: Safie (David) Khateeb

Title: Chief Executive Officer

APPROVED AS TO FORM AND CONTENT: Counsel for Plaintiffs Lichten & Liss Riordan P.C., Willig, Williams & Davidson, the Bibiyan Law Group, Berger Montage PC and Counsel for Counsel Defendants Morgan, Lewis & Bockius and Arabian-Lee Law Corporation.

Dated: 9/23/2022

Bibiyan Law Group, P.C.

By: David B. Bibiyan
David Bibiyan
Attorney for Plaintiffs

Dated: _____

Lichten & Liss-Riordan, P.C.

By: _____
Sarah R. Schalman-Bergen
Krysten Connon
Attorney for Plaintiffs

9/23/2022 | 3:03 PM EDT
Dated: _____

Willig Williams & Davidson

DocuSigned by:
Ryan Allen Hancock, Esq.
B0F3CBE613E0417...
By: _____
Ryan Allen Hancock
Attorney for Plaintiffs

Dated: _____

Berger Montague P.C.

By: _____
Alexandra Piazza
Michaela Wallin
Attorney for Plaintiffs

Dated: _____

Justice Law Corporation

By: _____
Jason Rothman
Attorney for Plaintiffs

APPROVED AS TO FORM AND CONTENT: Counsel for Plaintiffs Lichten & Liss Riordan P.C., Willig, Williams & Davidson, the Bibiyan Law Group, Berger Montage PC and Counsel for Counsel Defendants Morgan, Lewis & Bockius and Arabian-Lee Law Corporation.

Dated: _____

Bibiyan Law Group, P.C.

By: _____
David Bibiyan
Attorney for Plaintiffs

Dated: 9/21/22

Lichten & Liss-Riordan, P.C.

By:  _____
Sarah R. Schalman-Bergen
Krysten Connon
Attorney for Plaintiffs

Dated: _____

Willig Williams & Davidson

By: _____
Ryan Allen Hancock
Attorney for Plaintiffs

Dated: 09/21/2022

Berger Montague P.C.

By:  _____
Alexandra Piazza
Michaela Wallin
Attorney for Plaintiffs

Dated: _____

Justice Law Corporation

By: _____
Jason Rothman
Attorney for Plaintiffs

APPROVED AS TO FORM AND CONTENT: Counsel for Plaintiffs Lichten & Liss Riordan P.C., Willig, Williams & Davidson, the Bibiyan Law Group, Berger Montague PC and Counsel for Counsel Defendants Morgan, Lewis & Bockius and Arabian-Lee Law Corporation.

Dated: _____

Bibiyan Law Group, P.C.

By: _____

David Bibiyan
Attorney for Plaintiffs

Dated: _____

Lichten & Liss-Riordan, P.C.

By: _____

Sarah R. Schalman-Bergen
Krysten Connon
Attorney for Plaintiffs

Dated: _____

Willig Williams & Davidson

By: _____

Ryan Allen Hancock
Attorney for Plaintiffs

Dated: _____

Berger Montague P.C.

By: _____

Alexandra Piazza
Michaela Wallin
Attorney for Plaintiffs

Dated: September 22, 2022

Justice Law Corporation

By: _____

Jason Rothman
Attorney for Plaintiffs

Dated: September 30, 2022

Morgan, Lewis & Bockius LLP

By: 

Stephanie Sweitzer
Sarah Zenewicz
Brian D. Fahy
Attorney for Amazon Logistics, Inc., and
Amazon.com, Inc.

Dated: _____

Arabian-Lee Law Corporation

By: _____
Ellen Arabian-Lee
Attorney for On Courier 365, Inc. and Web to
Door Corp

Dated: _____

Morgan, Lewis & Bockius LLP

By: _____

Stephanie Sweitzer

Sarah Zenewicz

Brian D. Fahy

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

Dated: 09-21-22

Arabian-Lee Law Corporation

By: *Ellen Arabian-Lee*

Ellen Arabian-Lee

Attorney for On Courier 365, Inc. and Web to
Door Corp

EXHIBIT A

**NOTICE OF CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION
SETTLEMENT**

Kendall Prater v. On Courier 365, Web to Door, and Amazon Logistics, Inc. et al.
Superior Court of the State of California – County of San Mateo, Case No. 20-CIV-02814

The Court authorized this Notice of Class, Representative, 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, Representative, and Collective Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement, or if you want, to exclude yourself from or object to the Settlement (if applicable). The Superior Court of the State of California, County of San Mateo has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **xxxxxxx**, before the Honorable Raymond Swope in **xxxxxxx**. You received this Notice because the records of On Courier 365, Inc. (“ONCI”) and Web to Door Corp. (“WTD”) show that you were employed as an hourly non-exempt employee by ONCI and/or WTD between February 28, 2016 and July 12, 2022. All of these non-exempt employees that worked for ONCI or WTD during the applicable time periods are referred to collectively as “Settlement Class Members”.

2. What is this Lawsuit About?

The Second Amended Complaint asserts claims against ONCI, WTD as well as Amazon Logistics, Inc., and Amazon.com, Inc. (“Amazon”) (collectively, “Defendants”), and alleges the following claims on behalf of the California Class Action Members: (1) failure to pay regular pay/minimum wages; (2) failure to pay overtime premium pay (including, but not limited to, the failure to properly calculate the regular rate of pay); (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to reimburse for necessary business expenditures; (6) failure to provide accurate itemized wage statements and failure to maintain records; (7) failure to timely pay wages; (8) failure to provide a copy of signed documents; (9) retaliation; (10) failure to maintain accurate records; (11) failure to provide paid sick days/written notice; and (12) unlawful and deceptive practices in violation of California’s Unfair Competition Law.

The Second Amended Complaint also alleges on behalf of the PAGA Settlement Group Members that the Defendants are liable for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor sections 2698 *et seq.* (“PAGA”).

The Second Amended Complaint additionally alleges that both the California Class Action Members and Utah Collective Action Members are entitled to wages and liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”).

Defendants deny all of the claims in the Consolidated Complaint, and deny any and all liability or wrongdoing with respect to the allegations made in the Consolidated Complaint. Defendants additionally contend that, for any purpose other than this Settlement, none of the claims in the Consolidated Complaint are appropriate for class, collective action, and/or representative treatment. Amazon further specifically denies that it was an employer or joint employer of any Settlement Class Member, each of whom was employed by ONCI or WTD. However, Defendants have agreed to the Settlement to avoid continued litigation.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Defendants have agreed to pay a maximum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) to settle all claims (“Gross Settlement Amount”).

Deductions from the Gross Settlement Amount shall be made for: (1) attorneys’ fees and costs for Class Counsel (see Section 9 below); (2) service awards in the amount of \$10,000.00 each to Plaintiffs Kendall Prater, Tyler Karli, Stephen Russel, Sabrina Dennis, Carol Martinez, and Nathan Bredenburg for their service to the Settlement Class Members and broader release of claims in favor of Defendants; (3) PAGA Payment in the amount of \$100,000.00, 75% of which shall be paid to the Labor & Workforce Development Agency (“LWDA”) and 25% of which shall be paid to the PAGA Settlement Group Members; and (4) settlement administration costs. After deductions of these amounts, what remains (“Net Settlement Amount”) shall be divided into Individual Settlement Payments to the Settlement Class Members calculated under the formula provided in Section 4 below. Under the terms of the Settlement Agreement, you do not need to do anything to receive a monetary settlement award, and check(s) will be sent to you if the Court grants final approval of the Settlement and you do not file a valid and timely Request for Exclusion.

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

If you do not file a valid and timely Request for Exclusion (per Section 6 below), your Individual Settlement Payment shall be calculated based on the records submitted by ONCI and WTD, as follows:

The Settlement Administrator will allocate the amount of \$50.00 to each Settlement Class Member who does not file a valid and timely Request for Exclusion, so that each such individual is sent a settlement payment of at least \$50.00.

In addition to the \$50.00, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion, where each California Eligible Workweek will be equal to six (6) settlement shares and each Utah Eligible Workweek will be equal to one (1) settlement share to reflect the higher potential value of the claims of ONCI and WTD’s California delivery

drivers relative to the claims of ONCI and WTD's Utah delivery drivers. The Settlement Administrator will then divide the Net Settlement Amount by the sum of all settlement shares to determine the value of each settlement share ("Settlement Share Value") and multiply each applicable Settlement Class Member's individual settlement shares by the Settlement Share Value to determine that individual's California or Utah Individual Settlement Payment.

Individual PAGA Payments will be paid from the total PAGA Payment and will be an equal payment to all PAGA Settlement Group Members calculated as follows: 25% of the PAGA Payment (*i.e.*, \$25,000.00) divided by the number of PAGA Settlement Group Members.

Your total estimated Individual Settlement Payment will be based on <<SettlementShares>> number of settlement shares, as shown in ONCI and WTD's records, in addition to the Individual PAGA Payment of \$<<PAGAAmt>> if you are a PAGA Settlement Group Member. If you have questions about the number of Eligible Workweeks of your Individual Settlement Payment, you may contact the Settlement Administrator at the contact information below and must submit any disputes by the Response Deadline of xxxxxxxx.

Twenty-five percent (25%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments shall be deemed payment for settlement of claims for wages and expenses, and will be subject to appropriate deductions and withholdings calculated and made by the Settlement Administrator. Seventy-five percent (75%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments, shall be deemed payment for settlement of non-wage claims (*i.e.*, for penalties, liquidated damages, and interest under California law and the FLSA) and not subject to withholdings. One hundred percent (100%) of the Individual PAGA Payments shall be deemed payment for settlement of claims for penalties and not subject to withholdings. Defendants will pay the employer payroll taxes separately from the Individual Settlement Payments. 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 Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

5. What are the Releases?

If the Court grants final approval of the Settlement, this lawsuit, as pleaded in the Second Amended Complaint, will be dismissed with prejudice against Defendants, and all Settlement Class Members will release Defendants and all Releasees (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the original, amended and/or Complaints and/or LWDA notices in this action, including, but not limited to, any claim for the alleged violations discussed in Section 2 above, or any claim for other compensation or relief arising under California and/or Utah wage and hour laws and PAGA civil penalties beginning from the longest applicable statute of limitations period through July 12, 2022.

However, with the exception of the named Plaintiffs, only Settlement Class Members who cash or deposit their Individual Settlement Payment check will release their FLSA and (if applicable) Utah law claims against Defendants for the applicable time period.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from XXXXXXXXXX.

6. What Are My Rights?

- **Do Nothing:**

If you do nothing and the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment. You will release your FLSA claims and (if applicable) your claims under Utah law if you cash or deposit your Individual Settlement Payment. You will also release your claims under California law (if applicable) as provided for in Section 5 above, regardless of whether you receive, cash and/or deposit your Individual Settlement Payment.

- **Opt-Out: *(For California Class Action Members Only)***

If you do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement (“Request for Exclusion”) by mail to the Settlement Administrator, postmarked by the Response Deadline of XXXXXXXXXX, where the postmark date shall be the exclusive means for determining whether a Request for Exclusion is timely mailed. The Request for Exclusion must contain your full name, present mailing address, telephone number, email address (if applicable), last four digits of your social security number, and a statement expressing that you elect to be excluded from the Settlement, and must be signed individually by you. No Request for Exclusion may be made on behalf of a group.

Any person who submits a valid and timely Request for Exclusion (*i.e.*, opts out of the Settlement) will not be entitled to any settlement payment and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.

EXCEPT that a Settlement Class Member who submits a valid and timely Request for Exclusion (opts out) will still be bound by the terms of the PAGA Release if they are a PAGA Settlement Group Member, regardless of whether they receive, cash, and/or deposit any Individual Settlement Payment check.

- **Object: (For California Class Action Members Only)**

If you wish to object to the Settlement, you may do so in person at the Final Approval Hearing and/or in writing. Objections, whether written or in person, shall only be considered if the Settlement Class Member has not submitted a Request for Exclusion (*i.e.*, has not opted out of the Settlement). Any written objection must be signed by you and must state your full name and present mailing address as well as your telephone number and email address (if applicable), the factual and legal grounds for your objection, and whether you intend to appear at the Final Approval Hearing. Any written objection must be mailed to the Settlement Administrator and postmarked by the Response Deadline of **XXXXXXXX**, where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed.

Regardless of whether you submit a written objection, you may also appear at the Final Approval Hearing to discuss your objection with the Court, the Plaintiffs, and the Defendants. However, if an attorney will represent you in objecting to this Settlement, you must either timely file a written objection or your attorney must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendants (addresses below) with this notice no later than the Response Deadline of **XXXXXXXX**.

Sarah Zenewicz
MORGAN, LEWIS & BOCKIUS LLP
One Market, Spear Street Tower
San Francisco, CA 94105
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sarah.zenewicz@morganlewis.com

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If you fail to submit a valid and timely written objection and also fail to present an objection in person at the Final Approval Hearing, 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.

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

No. It is unlawful for Defendants to take any adverse action against you as a result of your participation (or non-participation) 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 (collectively, “Class Counsel”):

David D. Bibiyan
Joshua Shirian
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
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Sarah R. Schalman-Bergen
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rhancock@wwdlaw.com

Jason Rothman
JUSTICE LAW CORPORATION
751 N. Fair Oaks Ave, Suite 204
Pasadena, CA 91103

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

Class Counsel’s attorneys’ fees and costs will be paid from the Gross Settlement Amount. You do not have to pay Class Counsel. The Settlement Agreement provides that Class Counsel will receive attorneys’ fees of up to 33.33% of the Gross Settlement Amount plus their reasonable out-of-pocket costs, not to exceed \$_____. 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 On Courier 365/Web to Door/Amazon Settlement in such communications.

XXXXXXXXXX

This Notice is only a summary. 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.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, ON COURIER 365, INC., WEB TO DOOR CORP., OR AMAZON FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

Complex Law and Motion Calendar
Judge: HONORABLE V. RAYMOND SWOPE
Department 23
400 County Center, Redwood City
Courtroom 8A

Monday, July 1, 2024

IF YOU **INTEND TO APPEAR** ON ANY CASE ON THIS CALENDAR YOU MUST DO ONE OF THE FOLLOWING:

1. **EMAIL Dept23@Sanmateocourt.org** BEFORE 4:00 P.M.
CONTEMPORANEOUSLY COPIED TO ALL PARTIES OR THEIR COUNSEL OF RECORD. IF BY EMAIL, IT MUST INCLUDE THE NAME OF THE CASE, THE CASE NUMBER, AND THE NAME OF THE PARTY CONTESTING THE TENTATIVE RULING.
 2. **YOU MUST CALL (650) 261-5123** BEFORE 4:00 P.M. with the case name, number and the name of the party contesting.
- AND**
3. You must give notice before 4:00 P.M. to all parties of your intent to appear pursuant to California Rules of Court 3.1308(a) (1) .

Failure to do both items 1 or 2 and 3 will result in no oral presentation.

Appearances by Zoom are highly encouraged.

Zoom Video/Computer Audio Information:

<https://sanmateocourt.zoomgov.com/>

Meeting ID: 160 045 1177

Password: 654598

Zoom Phone-Only Information Please note: You must join by dialing in from a telephone; credentials will not work from a tablet or PC

Dial in: +1 (669)-254-5252

(Meeting ID and passwords are the same as above)

TO ASSIST THE COURT REPORTER, the parties are ORDERED to: (1) state their name each time they speak and only speak when directed by the Court; (2) not to interrupt the Court or anyone else; (3) speak slowly and clearly; (4) use a dedicated land line if at all possible, rather than a cell phone; (5) if a cell phone is absolutely necessary, the parties must be stationary and not driving or moving; (6) no speaker phones under any circumstances; (7) provide the name and citation of any case cites; and (8) spell all names, even common names.

Case	Title / Nature of Case
3:00 LINE:1	
20-CIV-02814	KENDELL PRATER VS SOUTH EAST EMPLOYEE LEASING SERVICES, INC.
KENDELL LARON PRATER SOUTH EAST EMPLOYEE LEASING SERVICES, INC.	ANNE KRAMER

FINAL APPROVAL OF CLASS, REPRESENTATIVE ACTION AND COLLECTIVE ACTION SETTLEMENT AND CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY BY PLAINTIFFS KENDELL LARON PRATER, RUSSEL STEPHEN, TYLER KARLI, SABRINA DENNIS, CAROL MARTINEZ, AND NATHAN BREDENBURG

TENTATIVE RULING:

HEARING REQUIRED. The Court is inclined to grant Plaintiffs' Renewed Motion for Preliminary Approval provided the parties address the following issues prior to the hearing.

- There is a discrepancy in the Settlement Agreement and Proposed Notice whether settlement administration costs will be paid separately by Defendants or deducted from the Gross Settlement Agreement ("GSA"). (Compare Schalman-Bergen Dec., Ex. 1 ("Settlement Agreement"), §§ I(17), I(36) (paid separately); with id. at § III(14)(a); Ex. A ("Proposed Notice"), ¶ 3 (deducted from GSA).)
 - The Response Deadline shall be 60-days from initial mailing or re-mailing.
 - The proposed Settlement Administrator, Analytics Consulting, LLC, shall file a declaration of its qualifications administer the settlement.
 - Plaintiffs shall present evidence of the submission of the Second Amended Complaint to the LWDA. (Lab. Code § 2699, subd. (1)(1). See LWDA case no. LWDA-CM-793117-20.)
 - With the Proposed Notice, the parties shall provide opt-out and objection forms.
 - The Proposed Notice and opt-out and objections form shall clearly identify the Settlement Administrator and its mailing address. (See Proposed Notice, ¶ 6 ("you must submit a written exclusion from the Settlement ('Request for Exclusion') by mail to the Settlement Administrator" and "Any written
-

objection must be mailed to the Settlement Administrator"). See also id. at ¶ 10 (providing telephone number and email address only).)

- The Proposed Order shall also cite and incorporate by reference the Stipulation to Amend the Settlement Agreement appended to Schalman-Bergen Declaration, Exhibit 2. (See Proposed Order, ¶¶ 1, 11, 13.) The Proposed Order shall also append the Settlement Agreement, Stipulation, and approved notice as exhibits.

3:00

LINE:2

20-CIV-02814 KENDELL PRATER VS SOUTH EAST EMPLOYEE LEASING SERVICES

KENDELL LARON PRATER

ANNE KRAMER

SOUTH EAST EMPLOYEE LEASING SERVICES, INC.

MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES, AND REPRESENTATIVE
SERVICE AWARDS BY PLAINTIFFS KENDELL LARON PRATER, RUSSEL STEPHEN,
TYLER KARLI, SABRINA DENNIS, CAROL MARTINEZ, AND NATHAN BREDENBURG

TENTATIVE RULING:

The Court is inclined to grant final approval and sign the proposed order, but requests that class counsel provide evidence to the Court of how the attorney fees will be divided among the five law firms. (See Weil & Brown, Cal. Prac. Guide: Civ. Proc. Before Trial (Rutter, June 2024 Update) at ¶ 14:145.5: "Where several firms have rendered services on behalf of the class (or have filed separate actions), the division of fees 'should be resolved by the trial court before an award of attorney fees, rather than by co-liaison counsel afterwards.'" (Quoting In re Vitamin Cases (2003) 110 Cal.4th 1041, 1056 (emphasis in original).)

3:00
LINE:3

22-CIV-03300 BRENNAN LAWSON VS. META PLATFORMS, INC., ET AL.

BRENNAN LAWSON
META PLATFORMS, INC.

DUSTIN L. COLLIER
ASHLEY SIMONSEN

MOTION TO APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT
BY PLAINTIFF BRENNAN LAWSON

TENTATIVE RULING:

Plaintiff Brennan Lawson's Unopposed Motion to Approve a Private Attorney Generals Act Settlement is GRANTED.

This case arises out of the employer-employee relationship between Plaintiff Brennan Lawson ("Plaintiff") and Defendant Meta Platforms, Inc. f/k/a Facebook, Inc. ("Defendant"). Plaintiff's PAGA lawsuit alleged violations of California employment laws, including allegations based on purported violations of the Occupational Safety and Health Act ("OSHA") violations, related to the graphic visual content Plaintiff and other "aggrieved employees" were exposed to as part of their work monitoring user-generated content appearing on Defendant's social media platforms. Complaint ("Compl."), ¶¶ 26-34, 50-55. Defendant denies any such violations. Both Parties have negotiated in good faith in an attempt to resolve their disputes. Supplemental Declaration of Dustin L. Collier ("Supp. Collier Decl."), ¶¶ 6-10. After arriving at a compromise, Plaintiff moves this Court to give its final approval of the proposed settlement agreement.

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), codified at Labor Code § 2698, et seq., an employee aggrieved by their employer's alleged Labor Code violations may be authorized to act as an agent of the Labor Workforce and Development Agency ("LWDA") to bring an action to receive civil penalties. *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 64. If the aggrieved employee seeks to settle their claims, then the trial court must review and approve the settlement. *Ibid.* Per statutory requirements, the LWDA receives 75 percent of the settlement and the aggrieved employees receive the remaining 25 percent. *Ibid.* (citing Lab. Code, § 2699, subds. (i), (1)(2)).

PAGA was enacted to allow private individuals to litigate wage and labor violations and to recover civil penalties on behalf of the state, given the underfunding and understaffing of labor law enforcement agencies. *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 74 (quoting Arias

v. Superior Ct. (2009) 46 Cal.4th 969, 980). Every PAGA action constitutes an action between the employer and the state and can be distinguished from an employee's suit for damages and other statutory penalties. Ibid. (quoting Kim v. Reins Internat. Cal., Inc. (2020) 9 Cal.5th 73, 81; Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 386).

Unfortunately, there has been a dearth of binding authority on the legal standard used to review a PAGA settlement. Flores v. Starwood Hotels & Resorts Worldwide (C.D.Cal. 2017) 253 F.Supp.3d 1074, 1075. Borrowing the legal standard of "fair, adequate, and reasonable" utilized in class settlement approvals, the Court of Appeals held that reviewing a PAGA settlement should be evaluated for fairness and reasonableness. Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76. The factors used to evaluate class settlements, such as the strength of the plaintiff's case, risks and complexities involved in continuing litigation, the current stage of the litigation, and the settlement amount are all useful in determining whether a PAGA settlement is fair or not. Ibid.

Aside from the fair and reasonable standard, courts should also evaluate a PAGA settlement to determine whether it satisfies PAGA's legislative purposes. Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 77 (citing O'Connor v. Uber Technologies, Inc. (N.D.Cal. 2016) 201 F.Supp.3d 1110, 1132-1134). Therefore, the Court of Appeal also held that a trial court must evaluate whether a PAGA settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." Ibid. (citing Williams v. Superior Ct. (2017) 3 Cal.5th 531, 546; Arias v. Superior Ct. (2009) 46 Cal.4th 969, 980).

That the proposed settlement contains no civil penalties for either the LWDA or affected employees can be indicative of unfairness, it is by no means determines that result. First, it is unclear whether Plaintiff qualifies as an "aggrieved employee" within the meaning of Labor Code § 2699. Since the determination has been sent to an arbitrator, it is not something that can be readily ascertained from the record available to this Court. There is a nonzero chance that Plaintiff might lack the statutory standing to litigate this case to trial. As such, there is risk in proceeding with arbitration. Second, the proposed settlement appears to require Defendant to take many steps to address the various problems that Plaintiff raised in his Complaint.

It is not entirely unreasonable for Defendant to have taken the stance of stating that the problems that Plaintiff complained about did not amount to Labor Code violations and refuse to adopt certain best practices that were in the interest of their employees. That the proposed settlement is taking a myriad of steps to implement those best practices and bypassing further litigation on this matter is commendable. As a corollary, since Defendant does not concede that their pre-litigation

practices amounted to Labor Code violations, further arbitration or litigation would not necessarily have yielded civil penalties. As such, there would have been multiple risks that Plaintiff's counsel would have faced if continuing either arbitration or litigation.

Given the novel nature of the alleged Labor Code violations in this case, much consideration should be paid to the difficulty of placing this case in the preexisting PAGA caselaw framework. There is no case known to this Court that addresses the preventative and wellbeing measures an employer must take when requiring employees to view sensitive content, including graphic violence and sexual abuse. Discussions of civil penalties notwithstanding, the Court of Appeal has found that the legislative purpose of PAGA is primarily to "remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 (citing *Williams v. Superior Ct.* (2017) 3 Cal.5th 531, 546; *Arias v. Superior Ct.* (2009) 46 Cal.4th 969, 980). That does not mean that Plaintiff must necessarily seek civil penalties as his remedy, but rather it is an expected one.

As such, since the proposed settlement does address PAGA's legislative purpose, this Court in its discretion approves the proposed settlement. There is great difficulty in the legal questions asked by this case, and it would be extremely challenging to litigate it through bifurcated arbitration and judicial proceedings without facing an adverse outcome at some point. That neither the LWDA nor the affected employees receive civil penalties is not necessarily a reflection of unfairness, but rather reflecting the fact that this is a case of first impression both in California and in the entire country. The challenging nature of this case should be reflected in the proposed settlement, which does so without injustice to the LWDA or affected employees.

POSTED: 3:00 PM

BIBIYAN LAW GROUP, P.C.

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Electronically
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Attorneys for Plaintiffs, on behalf of themselves
and all others similarly situated and aggrieved

5/24/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

Case No. 20-CIV-02814

[Assigned to the Hon. V. Raymond Swope, in
Dept. 23]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS,
REPRESENTATIVE, AND
COLLECTIVE ACTION SETTLEMENT,
AND APPROVING ATTORNEYS' FEES,
LITIGATION EXPENSES AND
REPRESENTATIVE SERVICE AWARDS**

KENDELL LARON PRATER, RUSSEL
STEPHEN, TYLER KARLI, SABRINA
DENNIS, CAROL MARTINEZ, and
NATHAN BREDENBURG on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

ON COURIER 365, INC., a California
corporation; WEB TO DOOR CORP., a
Nevada corporation; SOUTH EAST
EMPLOYEE LEASING SERVICES, INC., a
Florida corporation; AMAZON LOGISTICS,
INC., a Washington corporation; AMAZON
SERVICES, INC., a Washington corporation;
AMAZON.COM LLC, a Washington
corporation; AMAZON.COM SERVICES,
LLC, a Washington corporation;
AMAZON.COM, INC., a Washington
corporation,

Defendants.

1 This Court, having considered (1) the Motion of Plaintiffs Kendall Prater, Tyler Karli,
2 Russel Stephen, Sabrina Dennis, Carol Martinez, and Nathan Bredenburg (together collectively,
3 “Plaintiffs”) for Final Approval of Class, Representative, and Collective Action Settlement and
4 (2) the Motion for Award of Attorneys’ Fees, Litigation Expenses, and Representative Service
5 Awards, as well as the documents submitted in support of the Motions and such other material
6 contained in the file and pleadings of this action, hereby **ORDERS, ADJUDGES AND**
7 **DECREEES THAT:**

8 1. Plaintiffs’ Motion for Final Approval of Class, Representative, and Collective Action
9 Settlement is hereby **GRANTED**.

10 2. Plaintiffs’ Motion for Award of Attorneys’ Fees, Litigation Expenses, and
11 Representative Service Awards is hereby **GRANTED**.

12 3. The definitions set out in the Settlement Agreement are incorporated by reference into
13 this Order; all terms defined therein shall have the same meaning in this Order.

14 4. The settlement as set forth in the Settlement Agreement, is finally approved as fair,
15 reasonable and adequate pursuant to Code of Civil Procedure Section 382;

16 5. The settlement as set forth in the Settlement Agreement is approved as a fair and
17 reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act, 29 U.S.C. § 201,
18 *et seq.* (“FLSA”);

19 6. The Court grants final certification to the following settlement classes (collectively
20 referred to as “Settlement Class Members”) for purposes of settlement only:

21 a. ONCI California Class Action Members: all persons who are employed or have
22 been employed as a non-exempt employee by defendant On Courier 365, Inc.
23 (“ONCI”) in the State of California at any time during the period between February
24 28, 2016 and January 1, 2020 (“ONCI Class Period”); and

25 b. WTD California Class Action Members: all persons who are employed or have
26 been employed as a non-exempt employee by WTD in the State of California at
27 any time during the period between February 20, 2019 through July 12, 2022
28 (“WTD Class Period”);

7. The Court finally certifies the Collective Action, defined as Plaintiffs and all persons
who are employed or have been employed as a W-2 hourly non-exempt employee by ONCI or

1 WTD during the ONCI or WTD California Class Period or the ONCI or WTD Utah Collective
2 Action Period are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA;

3 8. The PAGA Settlement Group Members are finally approved as all California Class
4 Action Members who are employed or were employed by ONCI and WTD in the State of
5 California between February 12, 2019 through July 12, 2022 (“PAGA Settlement Group Period”
6 or “PAGA Period”);

7 9. The Settlement Administrator sent Class Notice to the Settlement Class Members in
8 accordance with the procedures set forth in the Settlement Agreement. The Court finds and
9 determines that this notice procedure as set forth in the Settlement Agreement and effectuated by
10 the Settlement Administrator afforded adequate protections to Settlement Class Members and
11 fully and accurately informed the Settlement Class Members of all material aspects of the
12 Settlement. The Court finds and determines that the notice provided in this case was the best
13 notice practicable, which satisfied the requirements of law and due process;

14 10. No Class Members objected to the Settlement, and one Class Member requested to be
15 excluded from the Settlement Class.

16 11. The Court finds and determines that the terms of the Settlement Agreement are fair,
17 reasonable, and adequate to all Settlement Class Members. The Court finally approves the Gross
18 Settlement Amount of \$4,500,000.00, which is inclusive of attorneys’ fees (one-third of the Gross
19 Settlement Amount – \$1,500,000.00) and costs (not to exceed \$50,000); Representative Service
20 Awards of \$10,000 to each of the Plaintiffs (for a total of \$60,000); and the PAGA penalties in
21 the amount of \$100,000.00, seventy-five percent (75%), or \$75,000.00, of which will be paid to
22 the Labor and Workforce Development Agency out of the Gross Settlement Amount, and twenty-
23 five percent (25%), or \$25,000.00, of which will be distributed to PAGA Settlement Group
24 Members;

25 12. David D. Bibiyan of Bibiyan Law Group, P.C., Sarah R. Schalman-Bergen of Lichten
26 & Liss-Riordan, P.C., Ryan Allen Hancock of Willig Williams & Davidson, and Michaela Wallin
27 of Berger Montague, P.C., and Douglas Han of Justice Law Corporation, are finally approved as
28 Class Counsel for the California Class Action Members;

1 13. Class Counsel's application for an award of attorneys' fees in the amount of
2 \$1,500,000.00 and for an award of costs in the amount not to exceed \$50,000.00 is granted and
3 shall be paid from the Gross Settlement Amount, according to the terms of the Settlement
4 Agreement. The Court hereby grants final approval to and orders those amount(s) be paid out of
5 the Gross Settlement Amount in accordance with the terms of the Settlement Agreement;

6 14. The Court finds and determines that the Class Representative Enhancement Award of
7 \$10,000 to each of the Class Representatives are fair and reasonable. The Court hereby grants
8 final approval to and orders that the payment of the Class Representative Enhancement Awards
9 be paid out of the Gross Settlement Amount as provided by the Settlement Agreement;

10 15. The Court finds and determines the payment of \$75,000.00 (75% share of the
11 \$100,000.00 allocation) to the LWDA in settlement of the LWDA's share of the penalties alleged
12 by Plaintiffs and compromised under the Settlement Agreement is fair and reasonable. The Court
13 hereby grants final approval to and orders that the payment of said amount be paid to the LWDA
14 from the Gross Settlement Amount as provided for by the Settlement Agreement;

15 16. The Court finds and determines that Individual Settlement Payments to be paid to the
16 Settlement Class Members as provided for by the Settlement Agreement are fair and reasonable.
17 The Court hereby grants final approval to and orders the settlement payments to be made in
18 accordance with the terms of the Settlement Agreement;

19 17. The Court finds that Samantha Prichard timely excluded herself from the class portion
20 of the Settlement and will not be bound by the California Class Action Member Released Claims.

21 18. California Class Action Members who did not request exclusion from the Settlement
22 are bound by the Settlement, and the Released Claims as defined in the Settlement Agreement
23 against the Released Parties. Further, consistent with the Settlement Agreement, (1) all PAGA
24 Settlement Group Members are bound by the Settlement Agreement, regardless of whether he or
25 she receives, cashes, and/or deposits their Individual Settlement Payment check; and (2) only
26 Settlement Class Members who cash or deposit their Individual Settlement Payment checks will
27 release their FLSA and (if applicable) Utah law claims, as defined in the Settlement Agreement
28 against the Released Parties.

1 19. All Class Representative Released Claims and Released Claims against the Released
2 Parties by the Settlement Class Members that have been, or might have been, asserted by any
3 Settlement Class Member, in accordance with the terms of the Settlement Agreement, are hereby
4 released, and all such Settlement Class Members shall be forever barred from pursuing any of the
5 Class Representative Released Claims and Released Claims as set forth and defined in the
6 Settlement Agreement against the Released Parties.

7 a. Consistent with the Settlement Agreement, “Released Parties” or “Releasees” means
8 Defendants and any of their former, present and/or future, direct and/or indirect,
9 parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers,
10 owners, members, heirs, employees, partners, shareholders, attorneys, agents,
11 fiduciaries, insurers, investors, predecessors, successors, assigns, executors,
12 administrators, beneficiaries, legal representatives, or trustees.

13 b. Consistent with the Settlement Agreement, “Released Claims” shall mean
14 collectively:

15 i. “California Class Action Member Released Claims” means any and all claims
16 and/or causes of action under any California state, local or federal law or
17 administrative order by Settlement Class Members against Released Parties
18 that were or could have been pled based on the facts alleged in the Operative
19 Complaint including but not limited to, any claim for: (1) Failure To Pay
20 Regular Pay/Min. Wages in Violation of Labor Code §§ 204, 210, 223,
21 1182.11, 1118.12, 1194, 1194.2, 1197, 1198, 1199 & IWC Wage Order 9-
22 2001, § 4; (2) Failure To Pay Overtime Premium Pay (including, but not
23 limited to, the failure to properly calculate the regular rate of pay) in Violation
24 of Labor Code §§ 200, 204, 210, 510, 1194, 1194.2, 1198, 1199 & IWC Wage
25 Order 9-2001, § 3; (3) Failure To Provide Meal Periods or Compensation in
26 Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7,
27 512, and IWC Wage Order 9-2001, § 11; (4) Failure to Provide Rest Periods
28 or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223,

1 218.5, 218.6, 226.7, and IWC Wage Order 9-2001, § 12; (5) Failure To
2 Reimburse For Necessary Expenditures in Violation of Labor Code §§ 510,
3 2802 and IWC Wage Order 9-2001, §§ 8-9; (6) Failure to Provide Accurate
4 Itemized Wage Statements and Failure to Maintain Records in Violation of
5 Labor Code §§ 226, 1174, § 7; (7) Failure to Timely Pay Wages in Violation
6 of Labor Code §§ 201-204, 210, 2926, 2927; (8) Failure to Provide a Right
7 to A Copy Of Signed Documents in Violation of Labor Code § 432; (9)
8 Failure to Maintain Accurate Records in Violation of Labor Code §§ 226(a),
9 1174, and IWC Wage Order 9-2001; and (10) Unlawful and Deceptive
10 Business Practices in Violation of Business & Professions Code §§ 17200, *et*
11 *seq* based on such alleged violations, or any related claims under the
12 California Industrial Welfare Commission Wage Orders. The release shall be
13 limited to, as to former employees of On Courier 365, Inc., February 28, 2016
14 through January 1, 2020 and, as to former employees of Web to Door Corp.,
15 between February 20, 2019 and July 12, 2022.

16 ii. “PAGA Release” means any and all claims and/or causes of action for civil
17 penalties pursuant to PAGA by the PAGA Settlement Members against
18 Released Parties that were or could have been pled based on any and all of
19 the facts alleged in the Operative Complaint and the LWDA notices for civil
20 penalties under Labor Code sections 201, 202, 203, 204, 218.5, 221, 226,
21 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800,
22 and 2802. Regardless of whether any ONCI or WTD California Class Action
23 Member submits a timely Request for Exclusion, they will still be bound by
24 the PAGA Release if they are members of the PAGA Settlement Group. The
25 period of the PAGA release will encompass the period from February 12,
26 2019 through July 12, 2022.

27 iii. “Collective Action Member Released Claims” means any and all claims
28 and/or causes of action under the FLSA (as to the ONCI and WTD California

1 Class and Collective Action Members and the ONCI and WTD Utah
2 Collective Action Members) or any Utah state or local law or administrative
3 order (as to the ONCI and WTD Utah Collective Action Members), by
4 Settlement Class Members against Released Parties that were or could have
5 been pled based on the allegations in the Operative Complaint, including,
6 without limitation, failure to pay minimum wage or overtime premium pay
7 (including, but not limited to, the failure to properly calculate the regular rate
8 of pay) in violation of the FLSA, derivative recordkeeping or other claims
9 under the FLSA, related claims that could have been brought under Utah state
10 or local law or administrative order, including but not limited to the Utah
11 Payment of Wages Act, Utah Minimum Wage Act, the Utah Administrative
12 Code and Rules; related common law claims for conversion, other alleged
13 tortious conduct, breach of contract, and misrepresentation; and any other
14 derivative claims under the FLSA or Utah law including claims for statutory
15 or civil penalties, liquidated damages, punitive damages, interest, attorneys'
16 fees, litigation and other costs, expenses, restitution, and equitable and
17 declaratory relief. Each Settlement Class Member who cashes their California
18 or Utah Individual Settlement Payment check will become a Participating
19 Collective Action Member who will be considered to have consented to opt
20 into the collective action and to have released all Collective Action Member
21 Released Claims up to the relevant ONCI and WTD Class Period. Within
22 thirty-five (35) days of the Check-Cashing Period, Class Counsel shall file
23 with the Court 1) a notice identifying the Collective Action Members who
24 have signed and deposited or cashed their checks and, therefore, released the
25 Released Parties of the Released Claims, and 2) redacted copies of all check
26 endorsements signed by the Participating Collective Action Members, which
27 further evidences their consent to waive their FLSA claims;

28 20. Any and all claims against Defendants in connection with the Lawsuits (as

1 defined in the Settlement Agreement) are hereby dismissed on the merits and with prejudice
2 consistent with the above and the Settlement Agreement. This Final Approval Order is a final
3 judgment for purposes of appeal and this document shall be considered notice of entry of such
4 judgment. There being no just reason for delay in the entry of final Judgment, the Clerk is hereby
5 directed to enter Judgment thereon.

6 21. Pursuant to California Rules of Court, rule 3.769(h), this Court retains
7 jurisdiction over the parties to the Settlement Agreement to enforce this judgment.

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10 **IT IS SO ORDERED.**

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12 Dated: , 2024

Judge of the Superior Court

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