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15 AMAZON RETAIL LLC

16 *[Additional counsel listed on next page]*

17 IN THE UNITED STATES DISTRICT COURT
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 JONATHAN CHICAS, an individual;
20 and RITA TALBERT, an individual, on
21 behalf of themselves and all others
similarly situated,

22 Plaintiffs,

23 vs.

24 AMAZON RETAIL LLC, a Delaware
25 limited liability company; and DOES 1
26 through 50, inclusive,

27 Defendants.
28

Case No. 2:24-cv-10306 FMO (SSCx)

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

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CLASS ACTION SETTLEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiff Rita Talbert (“Plaintiff”), on behalf of herself, the Settlement Class, as defined below, the State of California, and the PAGA Settlement Members, as defined below, on the one hand, and Defendant Amazon Retail LLC (“Defendant” or “Amazon Retail”) on the other.

Plaintiff and Amazon Retail (collectively, the “Parties”) enter into this Agreement to effectuate a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against Amazon Retail in *Chicas, et al. v. Amazon Retail LLC* (Case No. 2:24-cv-10306 FMO (SSCx)) in the United States District Court for the Central District of California, and all claims based on or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Class Claims and Released PAGA Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.

I. RECITALS

WHEREAS, on September 25, 2024, Jonathan Chicas and Darrius Parrish filed a putative class action in Los Angeles Superior Court, alleging various California Labor Code and Business & Professions Code violations and seeking penalties pursuant to the Private Attorneys General Act (“PAGA”), and Amazon Retail timely removed the action to this Court on November 27, 2024, *Chicas, et al. v. Amazon Retail LLC* (Case No. 2:24-cv-10306 FMO (SSCx)) (“*Chicas Class Action*”);

WHEREAS, on October 24, 2024, Plaintiff Rita Talbert filed a putative class action in Placer County Superior Court against Amazon Retail alleging various California Labor Code and Business & Professions Code violations, and Amazon Retail timely removed the action to the United States District Court for the Eastern

1 District of California on December 5, 2024, *Talbert v. Amazon Retail LLC* (E.D. Cal.
2 Case No. 2:24-cv-03400-DAD-JDP) (“*Talbert* Class Action”);

3 WHEREAS, on January 9, 2025, Plaintiff Rita Talbert filed a PAGA Action
4 in Placer County Superior Court against Amazon Retail seeking penalties pursuant
5 to the Private Attorney General Act (“PAGA”), *Talbert v. Amazon Retail LLC* (Placer
6 County Sup. Ct. Case No. S-CV-00054379) (“*Talbert* PAGA Action”);

7 WHEREAS, on September 24, 2025, Jonathan Chicas, Darrius Parrish, and
8 Rita Talbert filed a Third Amended Complaint in the *Chicas* Class Action, adding
9 Rita Talbert as a named Plaintiff (Dkt. No. 27);

10 WHEREAS, on October 7, 2025, Rita Talbert dismissed the *Talbert* Class
11 Action without prejudice;

12 WHEREAS, the *Talbert* PAGA Action is currently stayed in Placer County
13 Superior Court pending resolution of the *Chicas* Class Action;

14 WHEREAS, on December 18, 2025, the Parties filed a Joint Stipulation to
15 voluntarily dismiss the individual claims of Darrius Parrish with prejudice and the
16 class and representative claims of Darrius Parrish without prejudice (Dkt. No. 37),
17 and the Court granted the Parties’ Joint Stipulation on December 19, 2025 (Dkt.
18 No. 38);

19 WHEREAS, on February 6, 2026, Plaintiff’s counsel filed a Motion to
20 Withdraw as Counsel for Jonathan Chicas (Dkt. No. 47), and on February 18, 2026,
21 Amazon Retail filed a Statement of Non-Opposition to Plaintiff’s Counsel’s Motion
22 to Withdraw as Counsel for Jonathan Chicas (Dkt. No. 48), and after a hearing on
23 that motion on March 19, 2026, Jonathan Chicas was dismissed without prejudice
24 (Dkt. No. 55);

25 WHEREAS, on February 24, 2026, counsel for Rita Talbert and Amazon
26 Retail attended a virtual mediation session with experienced mediator Gig Kyriacou,
27 and, in preparation for the mediation, engaged in extensive discovery, including the
28 exchange of information, documents, and voluminous data, which enabled a

1 thorough evaluation of the claims, and the likely outcomes, risks, and expense of
2 pursuing litigation;

3 WHEREAS, following the mediation, a proposal was discussed that would
4 resolve all of the claims in the remaining actions—the *Chicas* Class Action and the
5 *Talbert* PAGA Action (the “Actions”)—and the Parties thereafter reached a
6 settlement on February 27, 2026;

7 WHEREAS, the Parties desire to fully, finally, and forever settle, compromise,
8 and discharge all disputes and claims that exist between them arising during the
9 “Class Period” (as defined in this Agreement) from the factual allegations that
10 underlie the Actions concerning any and all claims asserted therein or which may
11 have been asserted based on the facts alleged in the Actions, including claims for:
12 (1) failure to provide meal periods under Labor Code §§ 226.7, 510, 512, 1194, 1197,
13 and Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001, § 11; (2)
14 failure to provide rest periods under Labor Code §§ 226.7, 512, and IWC No. 7-2001,
15 § 12; (3) failure to pay overtime wages under Labor Code §§ 510, 1194, 1198, and
16 IWC No. 7-2001, § 3; (4) failure to pay minimum wages under Labor Code §§ 1194,
17 1197, and IWC No. 7-2001, § 4; (5) failure to pay all wages timely upon separation
18 of employment in violation of Labor Code §§ 201-203; (6) failure to provide accurate
19 wage statements under Labor Code § 226, and IWC No. 7-2001, § 7; (7) failure to
20 indemnify employees for necessary business expenditures under Labor Code § 2802;
21 (8) unfair and unlawful business practices under Business and Professions Code
22 §§ 17200 *et seq.*; and (9) all claims for PAGA penalties under Labor Code § 2698 *et*
23 *seq.* arising during the “PAGA Period” (as defined in this Agreement) and based on
24 the facts and claims alleged in the Actions, including without limitation, Labor Code
25 §§ 201, 202, 203, 204, 210, 218, 221, 223, 224, 226, 226.3, 226.7, 227.3, 246, 256,
26 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100, 2699, 2802; California
27 Code of Regulations, Title 8, Section 11040; California Code of Regulations, Title
28 8, Section 11070(14); and the applicable Wage Orders. To achieve a full and

1 complete release of Amazon Retail (and the “Released Parties” as defined in this
2 Agreement) of such disputes and claims, Plaintiff and Participating Settlement Class
3 Members, as defined in this Agreement (which include any legal heirs and/or
4 successors-in-interest of all Participating Settlement Class Members), through
5 execution of the Agreement, acknowledge that this Settlement Agreement is intended
6 to include in its effect the entirety of the Released Claims, as more fully described in
7 Paragraphs 28, 29 and 61 of this Agreement.

8 II. DEFINITIONS

9 In addition to the terms defined elsewhere in this Settlement Agreement,
10 capitalized terms used in this Settlement Agreement shall have the meanings set forth
11 below:

12 1. “Actions” means *Chicas, et al. v. Amazon Retail LLC* (Case No. 2:24-
13 cv-10306-FMO (SSCx)) and *Talbert v. Amazon Retail LLC* (Placer County Sup. Ct.
14 Case No. S-CV-00054379).

15 2. “Attorneys’ Fees and Costs” means attorneys’ fees sought by Class
16 Counsel for litigation and resolution of the Actions, and all reasonable costs incurred
17 by Class Counsel in the Actions as outlined in this Agreement. Subject to review and
18 approval by the Court, Class Counsel intends to seek an attorneys’ fees award of not
19 more than one third (1/3) of the Gross Settlement Fund, or One Million Six Hundred
20 Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
21 (\$1,666,666.67) plus actual costs and expenses of not more than One Hundred
22 Thousand Dollars (\$100,000.00) and subject to proof, which shall be paid from the
23 Gross Settlement Fund.

24 3. “Class Counsel” means Matern Law Group, PC, including Matthew J.
25 Matern, Matthew W. Gordon, Erin R. Hutchins, and Isabelle C. Shepard, and
26 Blumenthal Nordrehaug Bhowmik De Blouw LLP, including Norman B.
27 Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Piya
28 Mukherjee, Victoria B. Rivapalacio, Charlotte James, and Andrew Ronan.

1 4. “Class Counsel Award” means any attorneys’ fees, expenses, or costs
2 awarded to Class Counsel by the Court.

3 5. “Class List” means a confidential list of all Settlement Class Members
4 and PAGA Settlement Members that Amazon Retail will diligently and in good faith
5 compile from its records and provide to the Settlement Administrator within thirty
6 (30) calendar days after entry of an order granting Preliminary Approval of this
7 Settlement. The Class List will include, to the extent available from Amazon Retail’s
8 records, each Settlement Class Member’s full name; most recent email address,
9 mailing address, and telephone number that can be located in Amazon Retail’s
10 personnel records; Social Security number; dates of employment; the number of
11 “weeks worked” or “workweeks” for each Settlement Class Member during the Class
12 Period according to Amazon Retail’s records (or information sufficient to calculate
13 these “workweeks”); and any other information needed to calculate Individual
14 Settlement Payments. The data provided to the Settlement Administrator will be
15 treated as confidential and will not be disclosed to anyone, except as may be required
16 to applicable tax authorities, pursuant to Amazon Retail’s express written consent,
17 by order of the Court, or to carry out the reasonable steps described in this Settlement
18 to locate missing Settlement Class Members. The data provided to the Settlement
19 Administrator will not be shared with Class Counsel.

20 6. “Class Period” means the period from January 19, 2022 through
21 April 30, 2026.

22 7. “Class Representative Enhancement Payment” means the amount to be
23 paid to Plaintiff, subject to final approval by the Court, in recognition of her effort
24 and work in prosecuting the Actions on behalf of Settlement Class Members, and for
25 her general release of claims under Civil Code section 1542. Subject to the Court
26 granting final approval of this Settlement Agreement and subject to the exhaustion
27 of any and all appeals, Plaintiff will request Court approval of a Class Representative
28 Enhancement Payment of Ten Thousand Dollars (\$10,000.00) to Plaintiff Rita

Talbert.

8. “Court” or “Central District of California” means the U.S. District Court for the Central District of California.

9. “Defendant” or “Amazon Retail” means Amazon Retail LLC.

10. “Effective Date” means the later of: (i) if no timely objections are filed, or if filed, are withdrawn prior to final approval, the date upon which the Court enters an order granting Final Approval of the Settlement Agreement; or (ii) if timely objections are filed and not withdrawn, then either five (5) calendar days from the final resolution of any appeals timely filed or the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved without material modification.

11. “Final Approval” means the entry of an order that Plaintiff and Amazon Retail will jointly seek from the Court, and the entry of which shall reflect the Court’s Judgment finally approving the Settlement Agreement.

12. “Final Approval Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the date the Settlement Administrator mails Notice Packets to Settlement Class Members for purposes of: (i) entering Final Approval; (ii) determining whether the Settlement Agreement shall be approved as fair, reasonable, and adequate; and (iii) ruling upon an application by Class Counsel for Attorneys’ Fees and Costs and Plaintiff’s Class Representative Enhancement Payment.

13. “Funding Date” means forty-five (45) calendar days after the Effective Date.

14. “Gross Settlement Fund” means the non-reversionary amount of Five Million Dollars (\$5,000,000.00), to be paid by Amazon Retail in full satisfaction of all Released Claims, which includes all Individual Settlement Payments to Participating Settlement Class Members, Participating Settlement Class Members’ shares of applicable payroll tax payments (including FICA, FUTA, and SDI

1 contributions), the Class Representative Enhancement Payment to Plaintiff, the
2 PAGA Settlement Amount for release of all PAGA claims, Attorneys' Fees and
3 Costs, and Settlement Administration Costs. In addition to the amount provided as
4 part of the Gross Settlement Fund, Amazon Retail agrees to pay the employer's share
5 of applicable payroll tax payments ("Employer's Payroll Tax Payments"), which
6 Amazon Retail shall fund as set forth in Paragraph 38. Other than the Employer's
7 Payroll Tax Payments, which shall be calculated by the Settlement Administrator and
8 determined based on the Individual Settlement Payments to Participating Settlement
9 Class Members dispersed as W-2 payments, in no event will Amazon Retail be liable
10 in the Actions for more than the Gross Settlement Fund set forth in this Paragraph,
11 except as to the Escalation Clause, if triggered, as set forth in Paragraph 59.

12 15. "Individual Settlement Payment" means each Participating Settlement
13 Class Member's respective share of the Net Settlement Amount.

14 16. "Individual PAGA Payment" means each PAGA Settlement Member's
15 respective share of the 35% of the PAGA Settlement Amount allocated to PAGA
16 Settlement Members.

17 17. "Plaintiff" means Rita Talbert.

18 18. "Net Settlement Amount" means the portion of the Gross Settlement
19 Fund remaining after deducting the Class Representative Enhancement Payment, the
20 Class Counsel Award, Settlement Administration Costs, and the PAGA Settlement
21 Amount. The entirety of the Net Settlement Amount will be distributed to
22 Participating Settlement Class Members pro rata, on a per "weeks worked" or
23 "workweek" basis. There will be no reversion of the Net Settlement Amount to
24 Amazon Retail.

25 19. "Notice of Objection" means a Settlement Class Member's valid and
26 timely written objection to the Settlement Agreement. For the Notice of Objection
27 to be valid, it must include: (i) the objector's full name, address, and signature;
28 (ii) the case name and case number; (iii) a written statement of all grounds for the

objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) a statement whether the objector intends to appear at the Final Approval Hearing. Unless the Court orders otherwise, any Settlement Class Member who does not submit a timely written objection to the Settlement, who fails to appear at the Final Approval Hearing to lodge his or her objection, or who fails to otherwise comply with the requirements of this Paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

20. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**.

21. “PAGA Period” means the period from July 22, 2023 through April 30, 2026.

22. “PAGA Settlement Amount” means the amount that the Parties agree to allocate to the PAGA Settlement Members and the California Labor and Workforce Development Agency (“LWDA”) in connection with resolution of the PAGA claims in the Actions. The Parties agree that Two Hundred Fifty Thousand Dollars (\$250,000.00) of the Gross Settlement Fund will be allocated to the resolution of PAGA Settlement Members’ claims arising under PAGA. As required by PAGA, Sixty-Five Percent (65%), or One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500.00), of the PAGA Settlement Amount will be paid to the LWDA (“LWDA Payment”), and Thirty-Five Percent (35%), or Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00), of the PAGA Settlement Amount will be distributed to PAGA Settlement Members on a pro rata basis based on their respective number of “weeks worked” or “workweeks” during the PAGA Period.

23. “PAGA Settlement Member(s)” means all current and former non-exempt Amazon Retail LLC employees who worked at Amazon Fresh grocery store locations in California from July 22, 2023 through and including April 30, 2026.

24. “Participating Settlement Class Members” means all Settlement Class Members who do not submit timely and valid Requests for Exclusion.

25. “Parties” means Plaintiff and Amazon Retail, collectively.

26. “Preliminary Approval” means the Court order granting preliminary approval of this Settlement Agreement.

27. “Qualified Settlement Fund” means a fund, account, or trust satisfying the requirements of 26 C.F.R. § 1.468B-1, established by the Settlement Administrator for the purpose of distributing the Gross Settlement Fund according to the terms of this Settlement Agreement.

28. “Released Class Claims” means all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties (including but not limited to waiting time penalties and all other statutory penalties available under the California Labor Code), costs, expenses, attorneys’ fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, that arose during the Class Period and were or could have been alleged based upon the facts pleaded in the Actions, including: (1) failure to provide meal periods under Labor Code §§ 226.7, 510, 512, 1194, 1197, and Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001, § 11; (2) failure to provide rest periods under Labor Code §§ 226.7, 512, and IWC No. 7-2001, § 12; (3) failure to pay overtime wages under Labor Code §§ 510, 1194, 1198, and IWC No. 7-2001, § 3; (4) failure to pay minimum wages under Labor Code §§ 1194, 1197, and IWC No. 7-2001, § 4; (5) failure to pay all wages timely upon separation of employment in violation of Labor Code §§ 201-203; (6) failure to provide accurate wage statements under Labor Code § 226, and IWC No. 7-2001, § 7; (7) failure to indemnify employees for necessary business expenditures under Labor Code § 2802; and (8) unfair and unlawful business practices under Business and Professions Code §§ 17200 *et seq.* arising out of the aforementioned claims during the Class Period..

1 The res judicata effect of the Judgment will be the same as that of the Release.

2 29. "Released PAGA Claims" means all claims for civil penalties pursuant
3 to PAGA arising during the PAGA Period and based on the facts and legal theories
4 asserted in the operative complaint of the Actions and the PAGA claim notices that
5 Jonathan Chicas, Darrius Parrish, and Plaintiff Rita Talbert provided to the LWDA,
6 including without limitation PAGA claims for violations of Labor Code §§ 201, 202,
7 203, 204, 210, 218, 221, 223, 224, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558,
8 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100, 2699, 2802; California Code of
9 Regulations, Title 8, Section 11040; California Code of Regulations, Title 8, Section
10 11070(14); and the applicable Wage Orders. The period of the Released PAGA
11 Claims shall extend to the limits of the PAGA Period. The res judicata effect of the
12 Judgment will be the same as that of the Release. Plaintiff's LWDA notice is attached
13 as **Exhibit B** to this Settlement Agreement.

14 30. "Released Claims" means the Released Class Claims and the Released
15 PAGA Claims.

16 31. "Released Parties" means Amazon Retail and each of its past, present,
17 and/or future, direct, and/or indirect, officers, directors, members, managers,
18 employees, agents, representatives, attorneys, insurers, partners, investors,
19 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
20 predecessors, successors, assigns, and joint ventures.

21 32. "Request for Exclusion" means a letter timely submitted by a Settlement
22 Class Member indicating a request to be excluded from the Settlement. The Request
23 for Exclusion must: (i) set forth the name and address of the Settlement Class
24 Member requesting exclusion; (ii) include the case name and case number; (iii) be
25 signed by the Settlement Class Member; (iv) be returned to the Settlement
26 Administrator; (v) clearly state that the Settlement Class Member does not wish to
27 be included in the Settlement; and (vi) be faxed or postmarked on or before the
28 Response Deadline.

1 33. “Response Deadline” means the deadline by which Settlement Class
2 Members must postmark or fax to the Settlement Administrator Requests for
3 Exclusion, Notices of Objection, or disputes as to workweeks. The Response
4 Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet
5 by the Settlement Administrator, unless the sixtieth (60th) day falls on a Sunday or
6 federal holiday, in which case the Response Deadline will be extended to the next
7 day on which the U.S. Postal Service is open.

8 34. “Settlement Administration Costs” means the reasonable fees and
9 expenses payable from the Gross Settlement Fund to the Settlement Administrator
10 for administering this Settlement, including, but not limited to, printing, distributing,
11 and tracking forms for this Settlement, calculating estimated amounts per Settlement
12 Class Member, tax reporting, distributing the LWDA Payment, Gross Settlement
13 Fund, and Class Counsel Award, translating the Notice Packet into Spanish,
14 providing necessary reports and declarations, and other duties and responsibilities set
15 forth herein to process this Settlement, as requested by the Parties. The Parties have
16 agreed to allocate up to Ninety Thousand Dollars (\$90,000.00) to Settlement
17 Administration Costs. The Settlement Administration Costs will be paid from the
18 Gross Settlement Fund. In the event the allocated Settlement Administration Costs
19 exceed the actual costs incurred by the Settlement Administrator, the difference shall
20 be a part of the Net Settlement Amount and distributed to the Participating Settlement
21 Class Members.

22 35. “Settlement Administrator” means Phoenix Settlement Administrators,
23 which the Parties have agreed to, subject to approval by the Court for the purposes
24 of administering this Settlement. The Parties each represent that they do not have
25 any financial interest in the Settlement Administrator or otherwise have a relationship
26 with the Settlement Administrator that could create a conflict of interest.

27 36. “Settlement Class Member(s)” or “Settlement Class” means all current
28 and former non-exempt Amazon Retail LLC employees who worked at Amazon

1 Fresh grocery store locations in California from January 19, 2022 through and
2 including April 30, 2026.

3 **III. TERMS OF AGREEMENT**

4 Plaintiff, on behalf of herself and the Settlement Class, and Amazon Retail
5 agree as follows:

6 37. Preliminary Approval Motion. The Parties agree to present the
7 Settlement to the Central District of California for Preliminary Approval, and consent
8 to continued jurisdiction in that District if Preliminary Approval is granted. Plaintiff
9 further agrees to make a good-faith effort to file a Motion for Preliminary Approval,
10 including all executed and necessary exhibits, by the deadline set by the Court, July
11 2, 2026 (Dkt. No. 58).

12 38. Funding of the Gross Settlement Fund and Employer's Payroll Tax
13 Payments. Amazon Retail will make a one-time deposit of the Gross Settlement Fund
14 of Five Million Dollars (\$5,000,000.00) plus the Employer's Share of Payroll Taxes
15 into a Qualified Settlement Fund to be established by the Settlement Administrator
16 in exchange for the promises set forth in this Settlement Agreement, including the
17 Releases by the Participating Settlement Class Members and Plaintiff for the
18 Released Claims. The Individual Settlement Payments are not being made for any
19 other purpose and will not be construed as compensation for purposes of determining
20 eligibility for any health and welfare benefits or unemployment compensation. After
21 the Effective Date, the Gross Settlement Fund will be used to pay: (i) Individual
22 Settlement Payments; (ii) the PAGA Settlement Amount; (iii) the Class
23 Representative Enhancement Payment; (iv) the Class Counsel Award; and (v)
24 Settlement Administration Costs. Amazon Retail will deposit the Gross Settlement
25 Fund and the Employer's Share of Payroll Taxes by the Funding Date.

26 39. Consolidation of Actions for Settlement Purposes Only. For the
27 purposes of settlement only, the Parties agree to jointly request that the Court allow
28 Plaintiff to file a consolidated amended complaint in *Chicas v. Amazon Retail LLC*

1 (Case No. 2:24-cv-10306-FMO (SSCx)) that includes all class and PAGA claims
2 currently alleged in the Actions.

3 40. Non-Reversionary Settlement. Participating Settlement Class Members
4 are entitled to one hundred percent (100%) of the Net Settlement Amount, to be
5 distributed as outlined in Paragraph 18. Amazon Retail maintains no reversionary
6 right to any portion of the Net Settlement Amount, including any increase in the Net
7 Settlement Amount resulting from a reduction in the Class Representative
8 Enhancement Payment, Class Counsel Award, the PAGA Settlement Amount, and/or
9 the Settlement Administration Costs. If there are any timely submitted opt outs or a
10 reduction in the Class Representative Enhancement Payment, Class Counsel Award,
11 the PAGA Settlement Amount, and/or the Settlement Administration Costs, the
12 Settlement Administrator shall proportionately increase the Individual Settlement
13 Payments for each Participating Settlement Class Member so that the amount actually
14 distributed to Participating Settlement Class Members equals one hundred percent
15 (100%) of the corresponding Net Settlement Amount. If the amount of the
16 Employer's Payroll Tax Payment is overestimated, however, funds equivalent to the
17 overestimated amount shall revert to Amazon Retail.

18 41. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for
19 attorneys' fees of not more than one-third (1/3) of the Gross Settlement Fund, or One
20 Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-
21 Seven Cents (\$1,666,666.67) plus actual costs of not more than One Hundred
22 Thousand Dollars (\$100,000.00) and subject to proof. The Settlement Administrator
23 (and not Amazon Retail) shall issue an IRS Form 1099 to Class Counsel reflecting
24 the Class Counsel Award. Amazon Retail will not be responsible for any Plaintiff's
25 or Settlement Class Members' attorneys' fees or costs and expenses other than those
26 covered by the Class Counsel Award paid from the Gross Settlement Fund. The
27 payment of attorneys' fees shall be made as follows: 90% to Matern Law Group, PC
28 and 10% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. Payment of actual

1 costs shall be made to the firm that incurred the expenses.

2 42. Class Representative Enhancement Payment. In exchange for general
3 releases of all known and unknown claims that she may have against Amazon Retail
4 and Released Parties based on her employment with Amazon Retail (including a
5 waiver of claims under Civil Code section 1542), and in recognition of her service to
6 the class, Plaintiff shall apply for a Class Representative Enhancement Payment of
7 not more than Ten Thousand Dollars (\$10,000.00). The Class Representative
8 Enhancement Payment will be paid from the Gross Settlement Fund and will be in
9 addition to Plaintiff's Individual Settlement Payment and Plaintiff's Individual
10 PAGA Payment paid pursuant to the Settlement Agreement. The Settlement
11 Administrator (and not Amazon Retail) shall issue an IRS Form 1099 to Plaintiff
12 reflecting her Class Representative Enhancement Payment. Plaintiff agrees to
13 assume responsibility for remitting to the Internal Revenue Service, the California
14 Franchise Tax Board, and any other relevant taxing authority the amounts to be
15 deduced by law, if any, from her Class Representative Enhancement Payment. In
16 addition, Plaintiff shall hold Amazon Retail and the Released Parties harmless and
17 indemnify and defend Amazon Retail and the Released Parties for all taxes, interest,
18 penalties, and costs incurred by Amazon Retail or the Released Parties in connection
19 with any claims relating to her non-withholding of taxes from the Class
20 Representative Enhancement Payment.

21 43. Settlement Administration Costs. The Settlement Administrator will be
22 paid for the reasonable costs it incurs for purposes of administering the Settlement
23 and distributing payments from the Gross Settlement Fund. These costs, which will
24 be paid from the Gross Settlement Fund, will include, *inter alia*, the required tax
25 reporting on the Individual Settlement Payments, the issuing and collection of 1099
26 and W-2 IRS Forms, translating the Notice Packet into Spanish, distributing Notice
27 Packets, processing Requests for Exclusion, Notices of Objection, and workweek
28 disputes, performing single skip trace on Notice Packets returned as undeliverable,

calculating and distributing from the Gross Settlement Fund all Individual Settlement Payments, PAGA Settlement Amount, Class Representative Enhancement Payment, and Class Counsel Award, and providing necessary reports and declarations, among other tasks set forth in this Agreement.

44. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Gross Settlement Fund will be designated for satisfaction of Plaintiff's and PAGA Settlement Members' PAGA claims. Pursuant to PAGA, Sixty-Five Percent (65%), or One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500.00), of the PAGA Settlement Amount will be paid to the LWDA, and Thirty-Five Percent (35%), or Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00), will be distributed on a pro rata basis to the PAGA Settlement Members based on the number of "weeks worked" or "workweeks" during the PAGA Period.

45. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Settlement Class Members as provided in Paragraph 40.

46. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned on a pro rata basis from the Net Settlement Amount to Participating Settlement Class Members who do not opt out depending on the number of "weeks worked" or "workweeks" (defined as any calendar week during the Class Period) in which a Participating Settlement Class Member performed at least one day of work for Amazon Retail. Settlement Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

47. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the 35% portion of the PAGA Settlement Amount allocated to PAGA Settlement Members on a pro rata basis depending on the number of "weeks worked" or "workweeks" in which a PAGA Settlement Member performed at least one day of work for Amazon Retail during the PAGA

1 Period. PAGA Settlement Members do not need to submit a claim to participate in
2 the PAGA portion of the Settlement and also may not opt out of the resolution of the
3 PAGA claim.

4 48. No Credit Toward Benefit Plans. The Individual Settlement Payments
5 made to Participating Settlement Class Members and Individual PAGA Payments
6 made to PAGA Settlement Members under this Settlement, as well as any other
7 payments made pursuant to this Settlement, will not be utilized to calculate any
8 additional benefits under any benefit plans to which any Settlement Class Members
9 may be eligible, including, but not limited to, profit-sharing plans, bonus plans,
10 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
11 any other benefit plan. Rather, it is the Parties' intention that this Settlement
12 Agreement will not affect any rights, contributions, or amounts to which any
13 Settlement Class Members may be entitled under any benefit plans. For the
14 avoidance of doubt, no Settlement Class Member shall be entitled to any additional
15 right, contribution, or amount under any benefit plan as a result of this Settlement or
16 payments made hereunder.

17 49. Administration Process. The Parties agree to cooperate in the
18 administration of the settlement and to make all reasonable efforts to control and
19 minimize the costs and expenses incurred in the administration of the Settlement.

20 50. Notice to Labor and Workforce Development Agency. A copy of this
21 proposed Settlement Agreement shall be submitted by Class Counsel to the LWDA,
22 pursuant to Labor Code § 2699(s)(2), at the same time that Plaintiff files her motion
23 for Preliminary Approval. Within ten (10) calendar days of the entry of the Court's
24 Judgment, Class Counsel shall submit a copy of the Judgment to the LWDA
25 consistent with Labor Code § 2699(s)(3).

26 51. Class Action Fairness Act of 2005 ("CAFA") Notice. Within ten (10)
27 calendar days after Plaintiff files her motion for Preliminary Approval of this
28 proposed Settlement Agreement, Amazon Retail will serve the appropriate state and

1 federal officials with such notice in compliance with 28 U.S.C. § 1715. The Final
2 Approval Hearing will not be noticed for a date any earlier than one-hundred (100)
3 calendar days after the date on which Plaintiff files her motion for Preliminary
4 Approval.

5 52. Preparation of the Class List. Within thirty (30) calendar days of the
6 entry of the Court's order granting Preliminary Approval, Amazon Retail will
7 provide the Class List to the Settlement Administrator. Within fifteen (15) calendar
8 days after the Response Deadline, the Settlement Administrator will provide to
9 counsel for Amazon Retail the list of Participating Settlement Class Members, which,
10 unless the Court orders otherwise, shall exclude individuals who filed a timely
11 Request for Exclusion.

12 53. Notice by Email and First-Class U.S. Mail. Within fifteen (15) calendar
13 days after receiving the Class List from Amazon Retail, the Settlement Administrator
14 will send a Notice Packet to all Settlement Class Members via email, using the most
15 current, known email addresses identified in the Class List, and via regular First-
16 Class U.S. Mail, using the most current, known mailing addresses identified in the
17 Class List.

18 54. Confirmation of Contact Information in the Class Lists. Prior to the
19 initial distribution of Notice Packets, the Settlement Administrator will perform a
20 search based on the National Change of Address Database for information to update
21 and correct any known or identifiable address changes for the Settlement Class
22 Members. Notice Packets sent via regular First-Class U.S. Mail and returned to the
23 Settlement Administrator as non-deliverable on or before the Response Deadline,
24 will be sent promptly via regular First-Class U.S. Mail within three (3) business days
25 of receipt to any forwarding address affixed thereto and the Settlement Administrator
26 will indicate the date of such remailing on the Notice Packet. If no forwarding
27 address is provided, the Settlement Administrator will promptly attempt to determine
28 the correct address using a skip-trace or other search using the name, address, and/or

1 Social Security number of the Settlement Class Member involved, and will then
2 perform a single re-mailing within three (3) business days of receipt of the returned
3 Notice Packet. Settlement Class Members will have until the later of fifteen (15)
4 calendar days from the date of the re-mailing of the Notice Packet or the Response
5 Deadline, to submit a Notice of Objection, Request for Exclusion, or workweeks
6 dispute.

7 55. Notice Packets. All Settlement Class Members will be sent a Notice
8 Packet. Each Notice Packet will provide: (i) information regarding the nature of the
9 Actions; (ii) a summary of the Settlement Agreement's principal terms; (iii) the
10 Settlement Class definition; (iv) the total number of workweeks each respective
11 Settlement Class Member worked for Amazon Retail during the Class Period;
12 (v) each Settlement Class Member's estimated Individual Settlement Payment; (vi)
13 each PAGA Settlement Member's estimated Individual PAGA Payment; (vii) the
14 dates comprising the Class Period and the PAGA Period; (viii) instructions on how
15 to submit Requests for Exclusion, Notices of Objection, and workweeks disputes;
16 (ix) the deadlines by which the Settlement Class Member must postmark or fax
17 Requests for Exclusion, Notices of Objection, and workweeks disputes; (x) the
18 claims to be released; (xi) the Settlement Administrator's contact information,
19 including the website address where the electronic versions of the materials in the
20 Notice Packet, this Settlement Agreement, and the Court's judgment will be
21 available; and (xii) the date, time, and location of the Final Approval Hearing.
22 Settlement Class Members and PAGA Settlement Members will be specifically
23 informed that neither Amazon Retail nor Class Counsel make any representations
24 regarding the tax implications of any amounts paid under this Settlement Agreement
25 and that if Settlement Class Members or PAGA Settlement Members have any
26 questions regarding those implications, they can and should consult a tax expert. The
27 Parties' proposed Notice Packet is attached hereto as **Exhibit A**.

28 56. Disputed Information in Notice Packets. Settlement Class Members

1 will have an opportunity to dispute the work week information provided in their
2 Notice Packets. To the extent Settlement Class Members dispute their employment
3 dates or the number of workweeks on record, Settlement Class Members may
4 produce evidence to the Settlement Administrator by the Response Deadline showing
5 that such information is inaccurate. The Settlement Administrator will decide the
6 dispute. Amazon Retail's records will be presumed correct, but the Settlement
7 Administrator will evaluate the evidence submitted by the Settlement Class Member
8 and will make the final decision as to the merits of the dispute. All disputes will be
9 decided by the Settlement Administrator within fifteen (15) business days after the
10 Response Deadline.

11 57. Request for Exclusion Procedures. Any Settlement Class Member
12 wishing to opt out of the Settlement Agreement must sign and fax or mail a written
13 Request for Exclusion to the Settlement Administrator by the Response Deadline. In
14 the case of Requests for Exclusion that are mailed to the Settlement Administrator,
15 the postmark date will be the exclusive means to determine whether a Request for
16 Exclusion has been timely submitted. Consistent with California law, PAGA
17 Settlement Members may not opt out of the PAGA Settlement. Any Settlement Class
18 Member who timely submits a Request for Exclusion from the Settlement Class will
19 still receive an Individual PAGA Payment representing their portion of the PAGA
20 Settlement Amount, if eligible as a PAGA Settlement Member. All signatories and
21 their counsel must not encourage opt-outs. The Parties specifically agree not to
22 solicit opt-outs, directly or indirectly, through any means. Objective statements to
23 Settlement Class Members who call Class Counsel with inquiries regarding the
24 Settlement Agreement, or the exercise of Class Counsel's ethical obligations, shall
25 not be deemed a violation of the prohibitions contained herein. Not later than fifteen
26 (15) calendar days after the Response Deadline, the Settlement Administrator shall
27 provide a list to Class Counsel and Amazon Retail's counsel containing the names of
28 Settlement Class Members who submitted valid and timely Requests for Exclusion,

1 if any. The Settlement Administrator's final declaration shall identify only the names
2 of Settlement Class Members who submitted valid and timely Requests for Exclusion
3 so that they may be excluded from the judgment. No additional information
4 regarding those individuals shall be shared with the Parties or filed publicly.

5 58. Defective Submissions. If a Settlement Class Member's Request for
6 Exclusion is defective as to the requirements listed herein, that Settlement Class
7 Member will be given an opportunity to cure the defect(s). The Settlement
8 Administrator will send the Settlement Class Member a cure letter via email and
9 regular First-Class U.S. Mail within three (3) business days of receiving the defective
10 submission to advise the Settlement Class Member that his or her submission is
11 defective and that the defect must be cured to render the Request for Exclusion valid.
12 The Settlement Class Member will have until the later of (i) the Response Deadline
13 or (ii) ten (10) calendar days from the date of the cure letter to postmark or fax a
14 revised Request for Exclusion. If the revised Request for Exclusion is not
15 postmarked or received by fax within that period, it will be deemed untimely.

16 59. Escalation Clause. Amazon Retail represents that the number of
17 Settlement Class Members through the date of mediation on February 24, 2026 was
18 approximately 18,041. Amazon Retail further represents that, as of the date of
19 mediation on February 24, 2026, there were approximately 622,000 workweeks for
20 all Settlement Class Members during the Class Period. If the actual number of
21 workweeks for all Settlement Class Members during the Class Period should increase
22 by more than ten percent (10%), Amazon Retail will either (i) increase the Gross
23 Settlement Fund by the percentage increase in the number of workweeks above 10%
24 of 622,000 workweeks (e.g., if the number of workweeks increases by 12%, the Gross
25 Settlement Fund will increase by 2%); or (ii) truncate the end of the Class Period and
26 PAGA Period on the date prior to which the number of workweeks exceeds 622,000
27 by more than 10%, in which case there will be no increase in the Gross Settlement
28 Fund. The Settlement Administrator must notify Class Counsel and Amazon Retail's

counsel of the actual number of workweeks for all Settlement Class Members during the Class Period no later than fifteen (15) calendar days after receipt of the Class List. If this Escalation Clause is triggered, Amazon Retail's counsel must notify Class Counsel of the option Amazon Retail elects to exercise (*i.e.*, increase the Gross Settlement Fund or truncate the end of the Class Period and PAGA Period) no later than fifteen (15) calendar days after the Settlement Administrator notifies Class Counsel and Amazon Retail's counsel of the actual number of workweeks for all Settlement Class members during the Class Period. If Amazon Retail's counsel does not notify Class Counsel of the option Amazon Retail elects to exercise by fifteen (15) calendar days after the Settlement Administrator notifies Class Counsel and Amazon Retail's counsel of the actual number of workweeks for all Settlement Class Members during the Class Period, the default will be that Amazon Retail shall truncate the end of the Class Period and PAGA Period on the date prior to which the number of workweeks exceeds 622,000 by more than 10%, in which case there will be no increase in the Gross Settlement Fund.

60. Cancellation of Settlement Agreement. Within fourteen (14) calendar days of the Response Deadline, as defined in the Court's Order granting Preliminary Approval of the Settlement, Amazon Retail will have the option, in its sole discretion, to void the Settlement Agreement in its entirety if five percent (5%) or more of all individuals eligible to become members of the Settlement Class submit timely and valid Requests for Exclusion or are otherwise deemed by the Court not to be bound by the Settlement. If Amazon Retail exercises this option, it shall be responsible for all Settlement Administration Costs incurred to the date of cancellation.

61. Releases.

- a. Release of Class Claims by Participating Settlement Class Members. The Parties agree that upon the Effective Date and Amazon Retail's full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement

1 will release any further attempt by lawsuit, administrative claim
2 or action, arbitration, demand, or other action of any kind by each
3 and all of the Participating Settlement Class Members, who shall
4 release their right to pursue any and all claims against the
5 Released Parties for the Released Class Claims, as fully described
6 in Paragraph 28, arising during the Class Period.

7 b. Release of PAGA Claims by PAGA Settlement Members. The
8 Parties agree that upon the Effective Date and Amazon Retail's
9 full funding of the Gross Settlement Fund, it is their intent that
10 the terms set forth in this Settlement Agreement will release any
11 further attempt by lawsuit, administrative claim or action,
12 demand, claims for civil penalties, or other action of any kind by
13 each and all of the PAGA Settlement Members, who shall release
14 their right to pursue any and all claims against the Released
15 Parties for the Released PAGA Claims, as fully described in
16 Paragraph 29, arising during the PAGA Period.

17 c. Release of Claims by Plaintiff. Upon the Effective Date and
18 Amazon Retail's full funding of the Gross Settlement Fund, in
19 addition to the claims being released by all Participating
20 Settlement Class Members and PAGA Settlement Members,
21 Plaintiff will release and forever discharge the Released Parties,
22 to the fullest extent permitted by law, of and from any and all
23 claims, known and unknown, asserted and not asserted, which
24 Plaintiff have or may have against the Released Parties based in
25 any way on, or otherwise related to or arising from, her
26 employment with Amazon Retail as of the date of execution of
27 this Settlement Agreement. The releases include, but are not
28 limited to, all disputes relating to or arising out of any state, local,

1 or federal statute, ordinance, regulation, order, or common law,
2 including, but not limited to, Title VII of the Civil Rights Act of
3 1964, as amended, 42 U.S.C. §§ 2000(e) *et seq.*; the Civil Rights
4 Act of 1866, as amended, 42 U.S.C. §§ 1981 *et seq.*; the Equal
5 Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor
6 Standards Act of 1938, as amended, 29 U.S.C. §§ 201 *et seq.* and
7 Code of Federal Regulations; the Orders of the California
8 Industrial Welfare Commission regulating wages, hours and
9 working conditions; the California Fair Employment & Housing
10 Act, as amended, Cal. Govt. Code §§ 12900 *et seq.*; the California
11 Family Rights Act of 1991, as amended; Cal. Govt. Code
12 § 12945.2; the California Unruh Civil Rights Act, as amended,
13 Cal. Civ. Code §§ 51 *et seq.*; the California Labor Code
14 (including any claim for civil penalties under the California Labor
15 Code Private Attorneys General Act); the California Government
16 Code; Article 1 of the California Constitution; the Rehabilitation
17 Act of 1973, as amended, 29 U.S.C. §§ 701 *et seq.*; the Americans
18 with Disabilities Act of 1990, 42 U.S.C. §§ 12100, *et seq.*; the
19 Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et*
20 *seq.* and any state law equivalent; the Employee Retirement
21 Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; the
22 National Labor Relations Act, as amended, 29 U.S.C. §§ 151 *et*
23 *seq.*; California Business and Professions Code §§ 17200 *et seq.*;
24 other statutory and common law claims; statutory or common law
25 rights to attorneys' fees and costs, penalties/fines, and/or punitive
26 damages; any action based on contract, quasi-contract, quantum
27 meruit, implied contract, tort, wrongful or constructive discharge,
28 breach of the covenant of good faith and fair dealing, defamation,

libel, slander, immigration issues, infliction of emotional distress, negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any basis prohibited by statute or public policy, conversion, any interference with business opportunity or with contract or based upon any other theory; and/or similar causes of action.

- d. Plaintiff's Waiver of Unknown Claims. Upon the Effective Date, to the extent allowed by California law, Plaintiff waives all rights and benefits afforded by section 1542 of the California Civil Code as to any Released Claims. Section 1542 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.

62. Older Workers' Benefit Protection Act Waiver.

- a. Plaintiff specifically intends that the claims she is releasing herein include any claims that she may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990.
- b. Plaintiff is advised to consult with her counsel before signing this Settlement Agreement because Plaintiff is permanently giving up significant legal rights. Plaintiff acknowledges that she has been so advised.
- c. Plaintiff acknowledges that she has been given at least twenty-one (21) calendar days to execute and return this Settlement Agreement and has been advised that, after she executes this Settlement Agreement, Plaintiff has seven (7) calendar days to

1 reconsider and revoke the Settlement Agreement, recognizing
2 that Plaintiff will not be provided anything under this Settlement
3 Agreement until at least that seven (7)-day revocation period has
4 expired. The general release will then become effective on the
5 eighth (8th) calendar day after it is signed, provided that Plaintiff
6 does not revoke it.

7 d. In order to effectively revoke this general release, the Parties
8 agree that Plaintiff must provide written notice of such revocation
9 via email within seven (7) calendar days after Plaintiff executes
10 this Agreement to counsel for Amazon Retail, Megan Cooney,
11 Lauren Blas, and Joseph Rose at mcooney@gibsondunn.com,
12 lblas@gibsondunn.com, and jrose@gibsondunn.com.

13 63. Settlement Terms Bind All Settlement Class Members Who Do Not Opt
14 Out. Any Settlement Class Member who does not affirmatively opt out of the
15 Settlement Agreement by submitting a timely and valid Request for Exclusion (*i.e.*,
16 all Participating Settlement Class Members) will be bound by all of its terms,
17 including those pertaining to the Released Class Claims, as well as any Judgment that
18 may be entered by the Court if it grants final approval of the Settlement. The
19 Settlement Agreement shall constitute, and may be pleaded as, a complete and total
20 defense to any Released Claims currently pending or raised in the future.
21 Notwithstanding the foregoing, this Settlement Agreement, if approved, precludes
22 further PAGA claims irrespective of whether a Request for Exclusion is submitted.
23 As a result, all PAGA Settlement Members—regardless of whether they submit a
24 Request for Exclusion—shall receive a check for their share of the PAGA Settlement
25 Amount when settlement payments are delivered, and they will be bound by a release
26 of the PAGA claims as outlined in Paragraphs 29 and 61(b).

27 64. Notice of Objection Procedures. To object to the Settlement Agreement,
28 a Participating Settlement Class Member must mail or fax a valid Notice of Objection

1 to the Settlement Administrator on or before the Response Deadline. The Notice of
2 Objection must be signed by the Settlement Class Member and contain all
3 information required by this Settlement Agreement. The postmark or fax-stamp date
4 will be deemed the exclusive means for determining that the Notice of Objection is
5 timely. The Settlement Administrator will notify any person from whom it receives
6 a Notice of Objection that is not timely and/or valid if, in fact, such Notice of
7 Objection is not timely and/or valid. Any disputes regarding the timeliness, validity,
8 or effectiveness of a Notice of Objection shall be decided by the Settlement
9 Administrator consistent with the terms of this Agreement, and with the Parties'
10 input, if appropriate. Settlement Class Members who fail to object in the manner
11 specified above will be deemed to have waived all objections to the Settlement and
12 will be foreclosed from making any objections, whether by appeal or otherwise, to
13 the Settlement Agreement, unless they appear at the Final Approval Hearing and state
14 their objection at that time. Participating Settlement Class Members who submit
15 timely Notices of Objection may appear at the Final Approval Hearing in order to
16 have their objections heard by the Court. If the Court permits, Participating
17 Settlement Class Members who have not submitted a written Notice of Objection in
18 compliance with the Settlement Agreement may still appear at the Final Approval
19 Hearing and present their objections. At no time will any of the Parties or their
20 counsel seek to solicit or otherwise encourage Settlement Class Members to submit
21 written objections to the Settlement Agreement or appeal from the Final Approval
22 Order and Judgment. Class Counsel will not represent any Settlement Class
23 Members with respect to any such objections to this Settlement. Settlement Class
24 Members who submit a timely and valid Request for Exclusion will have no right to
25 object to any of the class action components of the Settlement.

26 65. Certification Reports Regarding Individual Settlement Payment
27 Calculations. The Settlement Administrator will provide Amazon Retail's counsel
28 and Class Counsel a weekly report that identifies the number of Settlement Class

Members who have submitted valid Requests for Exclusion, or objected to the Settlement, and whether any Settlement Class Member has submitted a challenge to any information contained in his or her Notice Packet as provided in Paragraph 56. Additionally, the Settlement Administrator will provide counsel for both Parties with any updated reports regarding the administration of the Settlement Agreement as needed or requested, as consistent with the terms of the Settlement Agreement.

66. Distribution Timing of Individual Settlement Payments. The Settlement Administrator will distribute the funds in the Gross Settlement Fund within the time period set forth with respect to each category of payment.

a. Class Counsel Award and Class Representative Enhancement Payment: Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue payments for the Class Counsel Award and Class Representative Enhancement Payment in the amounts awarded by the Court.

b. Individual Settlement Payment and PAGA Settlement Amount: Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue the LWDA Payment to the LWDA, the Individual Settlement Payments to the Participating Settlement Class Members, and the Individual PAGA Payments to the PAGA Settlement Members. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement in the amount approved by the Court.

c. Payroll Tax Payments and Penalties: The Settlement Administrator will also transmit Amazon Retail's share of applicable Employer's Payroll Tax Payments and penalties to the appropriate government authorities.

67. Un-cashed Settlement Checks. Individual Settlement Payments and/or

1 Individual PAGA Payment checks remaining uncashed for more than one hundred
2 eighty (180) calendar days after issuance will be void. Funds from the uncashed
3 checks shall be distributed to the Controller of the State of California to be held
4 pursuant to the Unclaimed Property Law, California Civil Code Sections 1500 *et seq.*,
5 for the benefits of those Participating Settlement Class Members and PAGA
6 Settlement Members who did not cash their checks, until such time they claim their
7 property. The Parties agree that this disposition results in no “unpaid residue” under
8 California Civil Procedure Code Section 384, as the entire Net Settlement Amount
9 (plus the PAGA Settlement Amount) will be paid to the Participating Settlement
10 Class Members and PAGA Settlement Members, whether or not they all cash their
11 Individual Settlement Payment and/or Individual PAGA Payment checks.

12 68. Certification of Completion. Upon completion of the administration of
13 the Settlement, the Settlement Administrator will provide a written declaration under
14 oath to certify such completion to the Court and counsel for all Parties.

15 69. Treatment of Individual Settlement Payments. For tax purposes, the
16 Individual PAGA Payments from the PAGA Settlement Amount will be treated as
17 100% penalties and will be reported on IRS Form 1099. Individual Settlement
18 Payments will be allocated as follows: (i) Twenty Percent (20%) to settlement of
19 wage claims and reported on an IRS Form W-2, and (ii) Eighty Percent (80%) to
20 settlement of claims for interest, statutory penalties, and reimbursement of expenses
21 and reported on an IRS Form 1099. Plaintiff and Participating Settlement Class
22 Members shall be solely responsible for taxes associated with the 1099 and W-2
23 payments, with the exception of employer payroll taxes. Participating Settlement
24 Class Members shall be responsible for remitting to state and/or federal taxing
25 authorities any applicable other taxes due. Neither this Agreement, nor any of its
26 attachments, should be interpreted to contain or constitute representations or advice
27 regarding any U.S. federal or state tax issue. Settlement Class Members and PAGA
28 Settlement Members will be specifically informed that neither Amazon Retail nor

1 Class Counsel make any representations regarding the tax implications of any
2 amounts paid under this Settlement Agreement and that if Settlement Class Members
3 or PAGA Settlement Members have any questions regarding those implications, they
4 can and should consult a tax expert.

5 70. Administration of Taxes by the Settlement Administrator. The
6 Settlement Administrator will be responsible for issuing to Plaintiff, Participating
7 Settlement Class Members, PAGA Settlement Members, and Class Counsel any W-
8 2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
9 to this Settlement. The Settlement Administrator will also be responsible for
10 forwarding Amazon Retail's share of applicable employer payroll tax payments and
11 penalties to the appropriate government authorities. All Settlement Class Members,
12 including Plaintiff, Participating Settlement Class Members and PAGA Settlement
13 Members, shall be solely and exclusively responsible for remitting to state and/or
14 federal taxing authorities any applicable other taxes due and shall hold Amazon
15 Retail and the Released Parties harmless for any taxes, penalties, interest, liabilities,
16 costs, and expenses caused by any such taxing authority relating in any way to the
17 Settlement Class Members', including Plaintiff's, PAGA Settlement Members' and
18 Participating Settlement Class Members', tax treatment of payments made to them
19 pursuant to this Settlement or failure to timely or properly pay any taxes owed on
20 their respective Individual Settlement Payment or Individual PAGA Payment.

21 71. Tax Liability. Amazon Retail makes no representation as to the tax
22 treatment or legal effect of the payments called for hereunder, and Plaintiff,
23 Participating Settlement Class Members, and PAGA Settlement Members are not
24 relying on any statement, representation, or calculation by Amazon Retail or by the
25 Settlement Administrator in this regard.

26 72. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT
27 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY,"
28 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE

1 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
2 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
3 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG
4 THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
6 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS,
7 TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
8 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
9 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
10 HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
11 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
12 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
13 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
14 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
15 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
16 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
17 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING
18 PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS
19 IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
20 ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES
21 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
22 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
23 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
24 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

25 73. No Prior Assignments. The Parties and their counsel represent,
26 covenant, and warrant that they have not directly or indirectly assigned, transferred,
27 encumbered, or purported to assign, transfer, or encumber to any person or entity any
28 portion of any liability, claim, demand, action, cause of action, or right herein

1 released and discharged.

2 74. Nullification of Settlement Agreement. In the event that: (i) the Court
3 does not finally approve the Settlement as provided herein; or (ii) the Settlement does
4 not become final for any other reason, then this Settlement Agreement, except as
5 expressly agreed upon in writing by the Parties, will be null and void. Any order or
6 judgment entered by the Court in furtherance of this Settlement Agreement will
7 likewise be treated as void from the beginning.

8 75. Termination of Settlement Agreement. Plaintiff and Amazon Retail will
9 each have the right to unilaterally terminate this Settlement Agreement by providing
10 written notice of their election to do so (“Termination Notice”) to all other Parties
11 hereto within ten (10) business days of any of the following occurrences; provided,
12 however, that the Parties agree to cooperate in good faith to address any issues the
13 Court raises in connection with issuing Preliminary and/or Final Approval of the
14 Settlement:

- 15 a. the Court rejects, materially modifies, materially amends or
16 changes, or declines to issue a Preliminary Approval Order or a
17 Final Approval Order with respect to the Settlement Agreement,
18 but only if the Parties are not permitted to remedy any
19 deficiencies the Court identifies;
- 20 b. an appellate court reverses the Final Approval Order, and the
21 Settlement Agreement is not reinstated without material change
22 by the Court on remand; or
- 23 c. any court incorporates terms into, or deletes or strikes terms from,
24 or modifies, amends, or changes the Preliminary Approval Order,
25 the Final Approval Order, or the Settlement Agreement in a way
26 that Plaintiff or Amazon Retail reasonably consider material,
27 unless the modification or amendment is accepted in writing by
28 all Parties, except that, as provided above, the Court’s approval

1 of Attorneys' Fees and Costs, Class Counsel Awards, and Class
2 Representative Enhancement Payment, or their amounts, is not a
3 condition of the Settlement Agreement.

4 76. Reversion *Nunc Pro Tunc*. If this Settlement Agreement is terminated
5 pursuant to its terms, or the Effective Date for any reason does not occur: (a) all
6 Orders certifying the Settlement Class for purposes of effecting this Settlement, and
7 all preliminary and/or final findings regarding the Settlement Class, shall be void *ab*
8 *initio* and automatically vacated upon notice to the Court, (b) the Actions shall
9 proceed as though the Settlement Class had never been certified pursuant to this
10 Settlement Agreement and such findings had never been made, and (c) the Actions
11 shall revert *nunc pro tunc* to the procedural status quo as of the date and time
12 immediately before the execution of the Settlement Agreement, in accordance with
13 this Settlement Agreement.

14 77. Preliminary Approval Hearing. Plaintiff will obtain a hearing date
15 before the Court to request the Preliminary Approval of the Settlement Agreement
16 and the entry of an order: (i) conditionally certifying the Settlement Class for
17 settlement purposes only; (ii) granting preliminary approval to the proposed
18 Settlement Agreement; (iii) setting a deadline for Class Counsel to file an application
19 for Attorneys' Fees and Costs and an application for a Class Representative
20 Enhancement Payment for Plaintiff; and (iv) setting a date for a Final Approval
21 Hearing. The Preliminary Approval Order will provide for the Notice Packet to be
22 sent to all Settlement Class Members as specified herein. In conjunction with the
23 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement,
24 which sets forth the terms of this Settlement, and will include the proposed Notice
25 Packet, which will include the proposed Notice of Class Action Settlement, attached
26 as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary
27 to obtain preliminary approval.

28 78. Final Approval Hearing and Entry of Judgment. Upon expiration of the

1 deadlines to postmark or fax Requests for Exclusion or Notices of Objection (and no
2 earlier than one hundred (100) calendar days after the date on which Plaintiff files
3 her Motion for Preliminary Approval) and with the Court's permission, a Final
4 Approval Hearing will be conducted to determine the Final Approval of the
5 Settlement Agreement along with the amounts properly payable for: (i) Individual
6 Settlement Payments (including all applicable taxes); (ii) the PAGA Settlement
7 Amount; (iii) the Class Representative Enhancement Payment; (iv) the Class Counsel
8 Award; and (v) all Settlement Administration Costs. Class Counsel will be
9 responsible for drafting all documents necessary to obtain final approval. Class
10 Counsel will also be responsible for drafting the Class Counsel Award and Class
11 Representative Enhancement Payment application to be heard at the Final Approval
12 Hearing, which may be filed concurrently with a motion requesting final approval.

13 79. Judgment and Continued Jurisdiction. Upon Final Approval of the
14 Settlement by the Court or after the Final Approval Hearing, Class Counsel will
15 present a proposed form of Judgment to the Court (i) approving the Settlement
16 Agreement, adjudging the terms thereof to be fair, reasonable, adequate, and
17 directing consummation of its terms and provisions; (ii) approving Class Counsel's
18 application for an award of Attorneys' Fees and Costs; (iii) approving the Class
19 Representative Enhancement Payment; (iv) approving the PAGA Settlement
20 Amount; (v) approving the Settlement Administrator's fees from the Gross
21 Settlement Amount; and (vi) barring all Participating Settlement Class Members and
22 PAGA Settlement Members from prosecuting against the Released Parties, or any of
23 them, any of the Released Claims. The proposed Judgment will include the names
24 of any Settlement Class Members who submit a timely and valid Request for
25 Exclusion. No additional information regarding Settlement Class Members who
26 submit a timely and valid Request for Exclusion shall be included in the proposed
27 Judgment or otherwise provided to the Parties or filed publicly. After entry of the
28 Judgment, the Court will have continuing jurisdiction solely for purposes of

1 addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii)
2 Settlement administration matters; and (iii) such post-Judgment matters as may be
3 appropriate under court rules or as set forth in this Settlement Agreement.

4 80. Exhibits Incorporated by Reference. The terms of this Settlement
5 Agreement include the terms set forth in any attached Exhibits, which are
6 incorporated by reference as though fully set forth herein. Any Exhibits to this
7 Settlement Agreement are an integral part of the Settlement.

8 81. Entire Agreement. This Settlement Agreement and any attached
9 Exhibits constitute the entirety of the Parties' settlement terms and, should this
10 Settlement Agreement receive Final Approval, its terms will supersede all prior
11 written or oral agreements between the Parties.

12 82. Amendment or Modification. No amendment, change, or modification
13 to this Settlement Agreement will be valid unless in writing and signed, either by the
14 Parties or their counsel.

15 83. Authorization to Enter into Settlement Agreement. Counsel for all
16 Parties warrant and represent they are expressly authorized by the Parties whom they
17 represent to negotiate this Settlement Agreement and to take all appropriate action
18 required or permitted to be taken by such Parties pursuant to this Settlement
19 Agreement to effectuate its terms and to execute any other documents required to
20 effectuate the terms of this Settlement Agreement. The Parties and their counsel will
21 cooperate with each other and use their best efforts to effect the implementation of
22 the Settlement. If the Parties are unable to reach agreement on the form or content
23 of any document needed to implement the Settlement, or on any supplemental
24 provisions that may become necessary to effectuate the terms of this Settlement, the
25 Parties may seek the assistance of the Court to resolve such disagreement.

26 84. Binding on Successors and Assigns. This Settlement Agreement will be
27 binding upon, and inure to the benefit of, the successors or assigns of the Parties.

28 85. California Law Governs. All terms of this Settlement Agreement and

1 Exhibits hereto will be governed by and interpreted according to the laws of the State
2 of California.

3 86. Execution and Counterparts. This Settlement Agreement is subject to
4 the execution of all Parties. The Settlement Agreement may be executed in one or
5 more counterparts. All executed counterparts and each of them, including facsimile
6 and scanned copies of the signature page, will be deemed to be one and the same
7 instrument.

8 87. Acknowledgement that the Settlement Is Fair and Reasonable. The
9 Parties believe this Settlement Agreement is a fair, adequate, and reasonable
10 settlement of the Actions and have arrived at this Settlement after arm's-length
11 negotiations and in the context of adversarial litigation, taking into account all
12 relevant factors, present and potential. The Parties further acknowledge that they are
13 each represented by competent counsel and that they have had an opportunity to
14 consult with their counsel regarding the fairness and reasonableness of this
15 Settlement.

16 88. Invalidity of Any Provision. Before declaring any provision of this
17 Settlement Agreement invalid, the Court will first attempt to construe the provision
18 as valid to the fullest extent possible consistent with applicable precedents so as to
19 define all provisions of this Settlement Agreement valid and enforceable.

20 89. Waiver of Certain Appeals. With the exception of a right to appeal the
21 reduction of any award of attorneys' fees, costs, and expenses as provided herein,
22 Plaintiff and Amazon Retail hereby waive their right to appeal or seek other judicial
23 review of any order that is materially consistent with the terms of this Settlement
24 Agreement.

25 90. Class Certification for Settlement Purposes Only. The Parties stipulate
26 to class certification of any claims not yet certified for purposes of implementing the
27 Settlement only, and in no way is that an admission by Amazon Retail that class
28 certification is proper. The Settlement will not be admissible in any proceeding as

1 evidence that (i) a class or collective should be certified as Plaintiff has proposed for
2 any claims, including but not limited to any currently non-certified claims; (ii) the
3 Actions should proceed on a representative basis pursuant to PAGA; or (iii) Amazon
4 Retail is liable to Plaintiff or any other individuals she claims to represent in the
5 Actions in connection with any claims that were or could have been asserted in the
6 Actions.

7 91. Non-Admission of Liability. The Parties enter into this Settlement to
8 resolve the dispute that has arisen between them and to avoid the burden, expense,
9 and risk of continued litigation. In entering into this Settlement, Amazon Retail does
10 not admit, and specifically denies, that it violated any federal, state, or local law;
11 violated any regulations or guidelines promulgated pursuant to any statute or any
12 other applicable laws, regulations, or legal requirements; breached any contract;
13 violated or breached any duty; engaged in any misrepresentation or deception; or
14 engaged in any other unlawful conduct with respect to its employees. Neither this
15 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
16 connected with it, will be construed as an admission or concession by Amazon Retail
17 of any such violations or failures to comply with any applicable law. Except as
18 necessary in a proceeding to enforce the terms of this Settlement, this Settlement
19 Agreement and its terms and provisions will not be offered or received as evidence
20 in any action or proceeding to establish any liability or admission on the part of
21 Amazon Retail or to establish the existence of any condition constituting a violation
22 of, or a non-compliance with, federal, state, local, or other applicable law.

23 92. Media Restrictions. The Parties and their counsel agree that they will
24 not issue any press releases or initiate any contact with the media about the fact,
25 amount, or terms of the Settlement. Unless required by applicable law, neither
26 Plaintiff nor Class Counsel shall publicize the terms of this Settlement Agreement in
27 any medium, or initiate or issue any press release or have any communications to the
28 press or media concerning the Actions, the Settlement of the Actions, and/or this

1 Settlement Agreement, except as posted by the Settlement Administrator as ordered
2 by the Court. Class Counsel shall not include, and shall affirmatively remove, any
3 reference to any of the foregoing subjects in any advertising, mass mailing, website,
4 or other communication. If counsel for either Party receives an inquiry about the
5 Settlement from the media, counsel may respond only after the motion for
6 Preliminary Approval has been filed and only by confirming the terms of the
7 Settlement. Notwithstanding the foregoing, nothing will prevent Class Counsel from
8 communicating confidentially with Settlement Class Members as necessary to fulfill
9 their obligations as Class Counsel or from referring to the Settlement in any future
10 court filings to apply for attorney's fees or to be appointed class counsel in other
11 matters.

12 93. Waiver. No waiver of any condition or covenant contained in this
13 Settlement Agreement or failure to exercise a right or remedy by any of the Parties
14 hereto will be considered to imply or constitute a further waiver by such party of the
15 same or any other condition, covenant, right, or remedy.

16 94. Enforcement Actions. In the event that one or more of the Parties
17 institutes any legal action or other proceeding against any other Party or Parties to
18 enforce the provisions of this Settlement or to declare rights and/or obligations under
19 this Settlement, the successful Party or Parties will be entitled to recover from the
20 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
21 witness fees incurred in connection with any enforcement actions.

22 95. Disputes Regarding Settlement Agreement. In the event that there are
23 any disputes arising out of or relating to the implementation of this Settlement
24 Agreement, any such dispute will be submitted to a mutually agreeable mediator for
25 mediation.

26 96. Mutual Preparation. The Parties have had a full opportunity to negotiate
27 the terms and conditions of this Settlement Agreement. Accordingly, this Settlement
28 Agreement will not be construed more strictly against one party than another merely

by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

97. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

98. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

99. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

100. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, with retention of jurisdiction by the Court as provided therein, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

SIGNATURE PAGES FOLLOW

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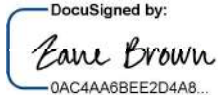
READ CAREFULLY BEFORE SIGNING

Dated: 06/26/2026

By: Rita Talbert

Rita Talbert
Plaintiff and Class Representative

Dated: 07/08/2026

By: 0AC4AA6BEE2D4A8...

Authorized Amazon Representative
Amazon Retail LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Chicas, et al. v. Amazon Retail LLC, et al. (C.D. Cal. Case No. 2:24-cv-10306 FMO (SSCx))

The United States District Court for the Central District of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (the “Action”) entitled *Chicas, et al. v. Amazon Retail LLC* for alleged wage and hour violations. The Action was filed by a former Amazon Retail LLC (“Amazon Retail”) employee named Rita Talbert (“Plaintiff”) and seeks (1) monetary relief for a class of all current and former non-exempt Amazon Retail employees who worked at Amazon Fresh grocery store locations in California from January 19, 2022 through and including April 30, 2026 (“Settlement Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt Amazon Retail employees who worked at Amazon Fresh grocery store locations in California from July 22, 2023 through and including April 30, 2026 (“PAGA Settlement Members”). “Class Period” means the period from January 19, 2022 through April 30, 2026. “PAGA Period” means the period from July 22, 2023 through April 30, 2026.

A proposed class action settlement (“Settlement”) of the above-captioned action has been granted preliminary approval by the Court. The proposed Settlement has two main parts: (1) a Class Settlement requiring Amazon Retail to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Amazon Retail to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Amazon Retail’s records, and the parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$[TBD] (less withholding) and your Individual PAGA Payment is estimated to be \$[TBD]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Amazon Retail’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Amazon Retail’s records showing that you worked **[TBD] workweeks** during the Class Period and you worked **[TBD] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Amazon Retail to make payments under the Settlement and requires Participating Settlement Class Members and PAGA Settlement Members to give up their rights to assert certain claims against Amazon Retail.

If you worked for Amazon Retail during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Settlement Class Member, though, you will give up your right to assert the “Released Class Claims” (defined below) and, if eligible, the “Released PAGA Claims” (defined below) against Amazon Retail.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion to the Settlement Administrator. If you opt out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Amazon Retail. You cannot opt out of the PAGA portion of the proposed Settlement.

Amazon Retail will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You do not have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Settlement Class Member, eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Amazon Retail that are covered by this Settlement (<i>i.e.</i> , the Released Class Claims and the Released PAGA Claims).
You can opt out of the Class Settlement but not the PAGA Settlement.	You can opt out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment and you cannot object to any portion of the proposed Settlement. <i>See Section 6</i> of this Notice.
The opt-out deadline is TBD.	You cannot opt out of the PAGA portion of the proposed Settlement. Amazon Retail must pay Individual PAGA Payments to all PAGA Settlement Members and the PAGA Settlement Members must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Settlement Class Members can object to the Class Settlement but not the PAGA Settlement.	All Settlement Class Members who do not opt out (“Participating Settlement Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class

Written objections must be submitted by [TBD].	Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See Section 7</i> of this Notice.
You can participate in the Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on [TBD]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person. Participating Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See Section 8</i> of this Notice.
You can challenge the calculation of your workweeks. Written challenges must be submitted by [TBD].	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks in which you worked at least one day during the Class Period and how many workweeks in which you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and PAGA Period workweeks you worked according to Amazon Retail's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [TBD]. <i>See Section 4</i> of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Amazon Retail employee. The Action alleges that Amazon Retail violated California labor laws by failing to provide compliant meal periods and rest periods; failing to pay overtime and minimum wages; failing to pay all wages due to discharged and quitting employees; failing to furnish accurate itemized wage statements; and failing to indemnify employees for necessary expenditures incurred in discharge of duties. Based on the same claims, Plaintiff has also asserted claims for civil penalties under the PAGA (Labor Code sections 2698, *et seq.*).

Amazon Retail disputes and denies all of the allegations in the Action asserted against it, and Amazon Retail asserts it has properly paid Amazon Retail employees. By agreeing to this settlement, Amazon Retail does not agree that it is liable for any of the claims at issue in the Action or that could be claimed in the Action, nor does it agree that the Action can be maintained as a class action.

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

The Court has made no determination whether Amazon Retail or Plaintiff is correct on the merits. Plaintiff and Amazon Retail hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the Action by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Amazon Retail

have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Amazon Retail does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Amazon Retail has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Settlement Class Members and PAGA Settlement Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether to grant Final Approval.

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

- a. Amazon Retail Will Pay \$5,000,000.00 as the Gross Settlement Fund. Amazon Retail has agreed to deposit the Gross Settlement Fund into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Fund to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Payment, Class Counsel's attorney's fees and expenses, the Settlement Administration Costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Amazon Retail will fund the Gross Settlement Fund not more than forty-five (45) calendar days after the Effective Date. The Effective Date means the later of: (i) if no timely objections are filed, or if filed, are withdrawn prior to final approval, the date upon which the Court enters an order granting Final Approval of the Settlement Agreement; or (ii) if timely objections are filed and not withdrawn, then either five (5) calendar days from the final resolution of any appeals timely filed or the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved without material modification.
- b. Court Approved Deductions from Gross Settlement Fund. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Fund, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$1,666,666.67 (one-third of the Gross Settlement Fund) to Class Counsel for attorneys' fees and actual costs, but not more than \$100,000.00 for litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - ii. Up to \$10,000.00 to Plaintiff as a Class Representative Enhancement Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Enhancement Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and Individual PAGA Payment.

- iii. Up to \$90,000.00 to the Settlement Administrator for services administering the Settlement.
- iv. Up to \$250,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Settlement Members based on their PAGA workweeks.

Participating Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Participating Settlement Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Fund (the “Net Settlement”) by making Individual Settlement Payments to Participating Settlement Class Members based on their Class Period workweeks.
- d. Taxes Owed on Payments to Participating Settlement Class Members. The Individual Settlement Payments shall be broken down as follows: 20% (“Wage Portion”) of each Individual Settlement Payment to taxable wages and 80% (“Non-Wage Portion”) to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Amazon Retail will separately pay employer payroll taxes it owes on the Wage Portion. For tax purposes, the Individual PAGA Payments from the PAGA Settlement Amount will be treated as 100% penalties. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Amazon Retail have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. Individual Settlement Payments and/or Individual PAGA Payment checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance will be void. Funds from the uncashed checks shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Sections 1500 *et seq.*, for the benefits of those Participating Settlement Class Members and PAGA Settlement Members who did not cash their checks, until such time they claim their property.
- f. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Settlement Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than

[TBD], that you wish to opt out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the [TBD] Response Deadline. A Request for Exclusion is a letter timely submitted by a Settlement Class Member who requests to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name and address of the Settlement Class Member requesting exclusion; (ii) include the case name and case number (iii) be signed by the Settlement Class Member; (iv) be returned to the Settlement Administrator; (v) clearly state that the Settlement Class Member does not wish to be included in the Settlement; and (vi) be faxed or postmarked on or before the Response Deadline. Excluded Settlement Class Members (*i.e.*, Non-Participating Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Amazon Retail.

- g. You cannot opt out of the PAGA portion of the Settlement. Settlement Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims (defined below) if eligible as a PAGA Settlement Member.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Amazon Retail have agreed that, in either case, the Settlement will be void. This means that Amazon Retail will not pay any money and Settlement Class Members will not release any claims against Amazon Retail.
- i. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Settlement Administrator”), to send this Notice, calculate and make payments, and process Settlement Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Settlement Class Members’ challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in **Section 9** of this Notice.
- j. Participating Settlement Class Members’ Release. After the Judgment is final and Amazon Retail has fully funded the Gross Settlement Fund and separately paid all employer payroll taxes, Participating Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Amazon Retail and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies,

subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures (“Released Parties”) for the “Released Class Claims.”

“Released Class Claims” means all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties (including but not limited to waiting time penalties and all other statutory penalties available under the California Labor Code), costs, expenses, attorneys’ fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, that arose during the Class Period and were or could have been alleged based upon the facts pleaded in the Actions, including: (1) failure to provide meal periods under Labor Code §§ 226.7, 510, 512, 1194, 1197, and Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001, § 11; (2) failure to provide rest periods under Labor Code §§ 226.7, 512, and IWC No. 7-2001, § 12; (3) failure to pay overtime wages under Labor Code §§ 510, 1194, 1198, and IWC No. 7-2001, § 3; (4) failure to pay minimum wages under Labor Code §§ 1194, 1197, and IWC No. 7-2001, § 4; (5) failure to pay all wages timely upon separation of employment in violation of Labor Code §§ 201-203; (6) failure to provide accurate wage statements under Labor Code § 226, and IWC No. 7-2001, § 7; (7) failure to indemnify employees for necessary business expenditures under Labor Code § 2802; and (8) unfair and unlawful business practices under Business and Professions Code §§ 17200 *et seq.* arising out of the aforementioned claims during the Class Period. The res judicata effect of the Judgment will be the same as that of the Release.

- k. PAGA Settlement Members’ Release. After the Court’s judgment is final, and Amazon Retail has paid the Gross Settlement Fund (and separately paid the employer-side payroll taxes), all PAGA Settlement Members will be barred from asserting PAGA claims against the Released Parties, whether or not they exclude themselves from the Settlement. This means that all PAGA Settlement Members, including those who are Participating Settlement Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Released Parties for the “Released PAGA Claims.”

“Released PAGA Claims” means all claims for civil penalties pursuant to PAGA arising during the PAGA Period and based on the facts and legal theories asserted in the operative complaint of the Actions and the PAGA claim notices that Jonathan Chicas, Darrius Parrish, and Plaintiff Rita Talbert provided to the LWDA, including without limitation PAGA claims for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 223, 224, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100, 2699, 2802; California Code of Regulations, Title 8, Section 11040; California Code of Regulations, Title 8, Section 11070(14); and the applicable Wage Orders. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Release.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Settlement Payments. Individual Settlement Payments will be calculated and apportioned on a pro rata basis from the Net Settlement Amount to Participating Settlement Class Members who do not opt out depending on the number of “weeks worked” or “workweeks” (defined as any calendar week during the Class Period) in which a Participating Settlement Class Member performed at least one day of work for Amazon Retail.
- b. Individual PAGA Payments. Individual PAGA Payments will be calculated and apportioned from the 35% portion of the PAGA Settlement Amount allocated to PAGA Settlement Members on a pro rata basis depending on the number of “weeks worked” or “workweeks” in which a PAGA Settlement Member performed at least one day of work for Amazon Retail during the PAGA Period.
- c. Workweek Challenges. The number of Class workweeks you worked during the Class Period and the number of PAGA workweeks you worked during the PAGA Period, as recorded in Amazon Retail’s records, are stated on the first page of this Notice. You have until **TBD** to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail or fax. **Section 9** of this Notice has the Settlement Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Amazon Retail’s calculation of workweeks based on Amazon Retail’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Amazon Retail’s records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and will make the final decision as to the merits of the dispute. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Settlement Class Member (*i.e.*, every Class Member who does not opt out) including those who also qualify as PAGA Settlement Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment, if applicable.
- b. Non-Participating Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Settlement Member who opts out of the Class Settlement (*i.e.*, every Non-Participating Settlement Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

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

Submit a written and signed letter with your name and address and a simple statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as *Chicas, et al. v. Amazon Retail LLC, et al.*, C.D. Cal. Case No. 2:24-cv-10306 FMO (SSCx), and include your identifying information (name and address for verification purposes). You must sign the request yourself. The Settlement Administrator must be sent your Request for Exclusion via mail or fax by [TBD], or it will be invalid. **Section 9** of the Notice has the Settlement Administrator's contact information. Remember, you cannot opt out of the PGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Amazon Retail are asking the Court to approve. At least [TBD] days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Enhancement Payment, stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Payment for being a Class Representative. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website (<https://pacer.uscourts.gov/>).

A Participating Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Enhancement Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Settlement Administrator via mail or fax is [TBD]. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts or documents that support your objection. Make sure you identify the Action as *Chicas, et al v. Amazon Retail LLC, et al.*, C.D. Cal. Case No. 2:24-cv-10306 FMO (SSCx) and include your full name, address, signature, and a statement of whether you intend to appear at the Final Approval Hearing. **Section 9** of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Settlement Class Member can object (or personally retain a lawyer to object at their own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing. Remember, you cannot object to the PGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing in Courtroom 6D on [TBD] at [TBD] at the United States District Court for the Central District of California, located at 350 W. 1st Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Fund will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comments from objectors, Class Counsel, and Amazon Retail's counsel before making a decision. You can attend (or hire a lawyer to attend) in person. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Amazon Retail and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to access the Settlement Administrator's website ([TBD]), where electronic versions of the Agreement, the Judgment, and the Notice will be posted.

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

The contact information for the Settlement Administrator is as follows:

[TBD]

Website: [TBD]

The addresses for Class Counsel and Amazon Retail's counsel are as follows:

Class Counsel	Amazon Retail's Counsel
MATERN LAW GROUP, PC Matthew J. Matern, SBN 159798 mmatern@maternlawgroup.com Matthew W. Gordon, SBN 267971 mgordon@maternlawgroup.com Erin R. Hutchins, SBN 346557 ehutchins@maternlawgroup.com Isabelle C. Shepard, SBN 364723 ishepard@maternlawgroup.com 2101 East El Segundo Boulevard, Suite 403 El Segundo, California 90245 Telephone: 310.531.1900 Facsimile: 310.531.1901	GIBSON, DUNN & CRUTCHER LLP Lauren M. Blas, SBN 296823 lblas@gibsondunn.com 333 South Grand Avenue Los Angeles, California 90071-3197 Telephone: 213.229.7000 Facsimile: 213.229.7520 GIBSON, DUNN & CRUTCHER LLP Megan Cooney, SBN 295174 mcooney@gibsondunn.com Katie M. Magallanes, SBN 300277 kmagallanes@gibsondunn.com Jessica Pearigen Barnes, SBN 317286 jpearigen@gibsondunn.com

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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