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23 *Attorneys for PLAINTIFF MATTHEW CUOZZO*

Plaintiffs and Defendant (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 *Schneider v. Amazon Retail LLC* (C.D. Cal. Case No. 2:21-cv-05174-PA-MAA); *Schneider v. Amazon Retail LLC* (Los Angeles Sup. Ct. Case No. 21STCV26226); *Cuozzo v. Amazon Retail LLC* (C.D. Cal. Case No. 8:21-cv-01271-CJC-ADS); and *Cuozzo v. Amazon Retail LLC* (Orange County Sup. Ct. Case No. 30-2021-01211337-CU-OE-CXC), and all claims based on or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released 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

A. *Schneider* Actions

WHEREAS, on May 5, 2021, Plaintiff Holly Schneider filed a putative class action in Los Angeles Superior Court against Amazon Retail alleging various wage-and-hour violations and Amazon Retail timely removed the action to the United States District Court for the Central District of California on June 25, 2021, *Schneider v. Amazon Retail LLC* (C.D. Cal. Case No. 2:21-cv-05174-PA-MAA) (“*Schneider* Class Action”);

WHEREAS, on July 15, 2021, Plaintiff Holly Schneider filed a PAGA Action in Los Angeles Superior Court against Amazon Retail seeking penalties pursuant to the Private Attorneys General Act (“PAGA”) for various alleged violations of the Labor Code, *Schneider v. Amazon Retail LLC* (Los Angeles Sup. Ct. Case No. 21STCV26226) (“*Schneider* PAGA Action”);

WHEREAS, on September 17, 2021, Plaintiff Schneider filed a First Amended Complaint in the *Schneider* Class Action;

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1 WHEREAS, on October 7, 2021, Amazon Retail filed an Answer to Plaintiff Schneider's First
2 Amended Complaint in the *Schneider* Class Action;

3 WHEREAS, on October 8, 2021, Amazon Retail and Plaintiff Schneider filed a Joint
4 Stipulation to Stay Action Pending Mediation in the *Schneider* PAGA Action and on October 29, 2021,
5 the Los Angeles Superior Court granted the Joint Stipulation and ordered the parties to file a status
6 report no later than two weeks following completion of mediation, or December 3, 2021;

7 WHEREAS, on October 25, 2021, Plaintiff Schneider filed a Motion for Class Certification in
8 the *Schneider* Class Action;

9 WHEREAS, on November 8, 2021, Amazon Retail filed an Opposition to Plaintiff Schneider's
10 Motion for Class Certification in the *Schneider* Class Action; and

11 WHEREAS, on November 15, 2021, Plaintiff Schneider filed a Reply in support of her Motion
12 for Class Certification in the *Schneider* Class Action.

13 **B. *Cuozzo* Actions**

14 WHEREAS, on June 16, 2021, Plaintiff Matthew Cuozzo filed a putative class action in Orange
15 County Superior Court against Amazon Retail alleging violations of Labor Code section 226 for a
16 failure to provide compliant wage statements and Amazon Retail timely removed the action to the
17 United States District Court for the Central District of California on July 28, 2021, *Cuozzo v. Amazon*
18 *Retail LLC* (C.D. Cal. Case No. 8:21-cv-01271-CJC-ADS) ("*Cuozzo* Class Action");

19 WHEREAS, on July 19, 2021, Plaintiff Matthew Cuozzo filed a PAGA Action in Orange
20 County Superior Court against Amazon Retail seeking penalties pursuant to PAGA for alleged
21 violations of Labor Code section 226 for a failure to provide compliant wage statements, *Cuozzo v.*
22 *Amazon Retail LLC* (Orange County Sup. Ct. Case No. 30-2021-01211337-CU-OE-CXC) ("*Cuozzo*
23 PAGA Action");

24 WHEREAS, on September 3, 2021, Amazon Retail filed a Motion to Dismiss Plaintiff's
25 Complaint or, In the Alternative, Stay Action in the *Cuozzo* Class Action, which sought, in part, to stay
26 the *Cuozzo* Class Action pending resolution of the *Schneider* Class Action;

1 WHEREAS, on September 9, 2021, Amazon Retail filed an Answer and Motion to Stay All
2 Proceedings in the *Cuozzo* PAGA Action and that Motion to Stay is fully briefed and set for hearing
3 on April 8, 2022; and

4 WHEREAS, on October 1, 2021, Amazon Retail filed an Amended Motion to Dismiss
5 Plaintiff's Complaint or, in the Alternative, Stay Action and on October 27, 2021, the Central District
6 of California issued an Order Denying Defendant's Motion to Dismiss and Granting Defendant's
7 Alternative Motion to Stay, staying all proceedings in the *Cuozzo* Class Action pending resolution of
8 the *Schneider* Class Action.

9 **C. Mediation and Resolution**

10 WHEREAS, on November 19, 2021, Plaintiff Schneider and Amazon Retail attended a virtual
11 mediation session with experienced professional mediator David A. Rotman, and, in preparation for
12 the mediation, engaged in extensive discovery, exchanging information, documents, and voluminous
13 data, which enabled a thorough evaluation of the claims, and the likely outcomes, risks, and expense
14 of pursuing litigation;

15 WHEREAS, following the mediation, a proposal was discussed that would resolve all of the
16 claims pled in the *Schneider* Class Action, as well as the *Schneider* PAGA Action, the *Cuozzo* Class
17 Action, and the *Cuozzo* PAGA Action;

18 WHEREAS, on November 24, 2021, Plaintiff Schneider filed a Notice of Withdrawal of Motion
19 for Class Certification in the *Schneider* Class Action;

20 WHEREAS, the Parties desire to fully, finally, and forever settle, compromise, and discharge
21 all disputes and claims that exist between them arising from the factual allegations that underlie the
22 Actions concerning any and all claims asserted therein, including the alleged: failure to include
23 additional remuneration when calculating overtime wages in violation of Labor Code §§ 510, 1194 and
24 1198 (First Cause of Action in the Consolidated Amended Complaint); failure to pay meal period
25 premiums at the regular rate of pay in violation of Labor Code §§ 512 and 226.7 and Industrial Welfare
26 Commission ("IWC") Wage Order No. 7-2001, § 11 (Second Cause of Action in the Consolidated
27 Amended Complaint); failure to pay rest break premiums at the regular rate of pay in violation of Labor
28 Code § 226.7 and IWC Wage Order No. 7-2001, § 12 (Third Cause of Action in the Consolidated

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Amended Complaint); failure to indemnify employees for losses and expenditures in violation of Labor Code § 2802 (Fourth Cause of Action in the Consolidated Amended Complaint); failure to timely pay earned wages during employment in violation of Labor Code §§ 204 and 210 (Fifth Cause of Action in the Consolidated Amended Complaint); failure to provide complete and accurate wage statements in violation of Labor Code § 226 (Sixth Cause of Action in the Consolidated Amended Complaint); failure to pay all wages timely upon separation of employment in violation of Labor Code §§ 201-203 (Seventh Cause of Action in the Consolidated Amended Complaint); violations of the UCL, California Business & Professions Code § 17200 *et seq.* (Eighth Cause of Action in the Consolidated Amended Complaint); and claims for PAGA penalties under Labor Code § 2698 *et seq.*, including but not limited to for derivative claims and for failure to provide suitable seats in violation of Labor Code § 1194 and IWC Wage Order No. 7-2001, § 14 (Ninth Cause of Action in the Consolidated Amended Complaint). To achieve a full and complete release of Amazon Retail (and the “Released Parties” as defined in this Agreement) of such disputes and claims, the Plaintiffs and Participating Settlement Class Members, as defined in this Agreement (which include any legal heirs and/or successors-in-interest of all Participating Settlement Class Members), through execution of the Agreement, acknowledge that this Settlement Agreement is intended to include in its effect the entirety of the Released Claims, as more fully described in Paragraphs 26, and 27, 58 and 76 of this Agreement; and

WHEREAS, on February 17, 2022, the Parties agreed to a global settlement and release of the Actions according to a Memorandum of Understanding, and thereafter continued to negotiate the terms of this Settlement Agreement and Release, which was finalized on May 27, 2022.

II. DEFINITIONS

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

1. “Actions” means all of the following court actions: (1) *Schneider v. Amazon Retail LLC* (C.D. Cal. Case No. 2:21-cv-05174-PA-MAA); (2) *Schneider v. Amazon Retail LLC* (Los Angeles Sup. Ct. Case No. 21STCV26226); (3) *Cuozzo v. Amazon Retail LLC* (C.D. Cal. Case No. 8:21-cv-01271-CJC-ADS); and (4) *Cuozzo v. Amazon Retail LLC* (Orange County Sup. Ct. Case No. 30-2021-01211337-CU-OE-CXC).

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2. "Allegedly Aggrieved Employees" means (i) all current and former non-exempt Amazon Retail LLC employees who worked at Amazon Fresh grocery store locations in California from May 5, 2020 to and including January 18, 2022, and (ii) all current and former hourly non-exempt Amazon Retail LLC employees in California who earned "retro shift pay" on an itemized wage statement from May 5, 2020 to and including January 18, 2022.

3. "Attorneys' Fees and Costs" means attorneys' fees sought by Class Counsel for litigation and resolution of the Actions, and all reasonable costs incurred by Class Counsel in the Actions in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Subject to review and approval by the Court, Class Counsel may request attorneys' fees of not more than thirty-three percent (33%) of the Gross Settlement Fund, or Two Million One Hundred Eighty-Six Thousand Two Hundred Fifty Dollars (\$2,186,250.00) plus reasonable costs and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), which shall be paid from the Gross Settlement Fund.

4. "Class Counsel" means and includes Joseph Lavi, Jordan D. Bello, Vincent C. Granberry, and Melissa A. Huether of Lavi & Ebrahimian, LLP; Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C.; and William L. Marder of Polaris Law Group.

5. "Class Counsel Award" means any attorneys' fees, expenses or costs awarded to Class Counsel by the Court.

6. "Class List" means a complete list of all Settlement Class Members and Allegedly Aggrieved Employees that Amazon Retail will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after entry of an order granting Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number contained in Amazon Retail's personnel records; Social Security number; dates of employment; information sufficient to calculate the number of workweeks that each Class Member worked during the Class Period and the number of "weeks worked" or "workweeks" that each Allegedly Aggrieved Employee worked during the PAGA Period according to Amazon Retail's records; and any other information needed to calculate Individual Settlement Payments.

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1 7. “Class Period” means (i) the period from May 5, 2017 through January 18, 2022 for the
2 claims of current and former hourly nonexempt Amazon Retail LLC employees who worked at
3 Amazon Fresh grocery stores and (ii) the period from May 5, 2020 through January 18, 2022 for the
4 claims of current and former hourly nonexempt Amazon Retail LLC employees in California who
5 earned “retro shift pay” on an itemized wage statement.

6 8. “Class Representative Enhancement Payments” means the amounts to be paid to
7 Plaintiffs, subject to final approval by the Court, in recognition of their effort and work in prosecuting
8 the Actions on behalf of Settlement Class Members, and for their general release of claims under Civil
9 Code section 1542. Subject to the Court granting final approval of this Settlement Agreement and
10 subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class
11 Representative Enhancement Payments of Ten Thousand Dollars (\$10,000.00) each to Plaintiff Holly
12 Schneider and Plaintiff Matthew Cuzzo.

13 9. “Court” or “Los Angeles Superior Court” means the Superior Court of California for
14 the County of Los Angeles.

15 10. “Effective Date” means the later of: (i) if no timely objections are filed, or if filed, are
16 withdrawn prior to final approval, the date upon which the Court enters an order granting final approval
17 of the Settlement Agreement; or (ii) if timely objections are filed and not withdrawn, then either five
18 (5) calendar days from the final resolution of any appeals timely filed or the expiration date of the time
19 for filing or noticing any such appeals, provided that the Settlement is finally approved.

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

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

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13. "Funding Date" means thirty (30) business days after the Effective Date.

14. "Gross Settlement Fund" means the non-reversionary amount of Six Million Six Hundred Twenty-Five Thousand Dollars (\$6,625,000.00), 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 contributions), the Class Representative Enhancement Payments to Plaintiffs, the PAGA Settlement Amount for release of all Private Attorneys' General Act claims, Attorneys' Fees and Costs, and Settlement Administration Costs. In addition to the amount provided as part of the Gross Settlement Fund, Amazon Retail agrees to pay the employer's share of applicable payroll tax payments ("Employer's Payroll Tax Payments"). Other than the Employer's Payroll Tax Payments, which shall be calculated by the Settlement Administrator and determined based on the Individual Settlement Payments to Participating Class Members dispersed as W-2 payments, in no event will Amazon Retail be liable for more than the Gross Settlement Fund set forth in this paragraph.

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

16. "Individual PAGA Payment" means each Allegedly Aggrieved Employee's respective share of the 25% of the PAGA Settlement Amount allocated to Allegedly Aggrieved Employees.

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

18. "Notice of Objection" means a Settlement Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends

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1 to appear at the Fairness Hearing. Unless the Court orders otherwise, any Settlement Class Member
2 who does not submit a timely written objection to the Settlement, or who fails to otherwise comply
3 with the specific and technical requirements of this paragraph, will be foreclosed from objecting to the
4 Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

5 19. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
6 attached as **Exhibit A**.

7 20. "PAGA Settlement Amount" means the amount that the Parties agree to pay to the
8 Allegedly Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") in
9 connection with resolution of the PAGA claims in the Actions. The Parties agree that Two Hundred
10 Thousand Dollars (\$200,000.00) of the Gross Settlement Fund will be allocated to the resolution of
11 Allegedly Aggrieved Employees' claims arising under PAGA. As required by PAGA, Seventy-Five
12 Percent (75%), or One Hundred and Fifty Thousand Dollars (\$150,000.00), of the PAGA Settlement
13 Amount will be paid to the California LWDA ("LWDA Payment"), and Twenty-Five Percent (25%),
14 or Fifty Thousand Dollars (\$50,000.00), of the PAGA Settlement Amount will be distributed to
15 Allegedly Aggrieved Employees on a pro rata basis based on their respective number of "weeks
16 worked" or workweeks between May 5, 2020 through January 18, 2022 ("PAGA Period").

17 21. "Participating Settlement Class Members" means all Settlement Class Members who do
18 not submit timely and valid Requests for Exclusion.

19 22. "Parties" means Plaintiffs and Amazon Retail, collectively.

20 23. "Plaintiffs" means Plaintiffs Holly Schneider and Matthew Cuozzo.

21 24. "Preliminary Approval" means the Court order granting preliminary approval of this
22 Settlement Agreement.

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

26 26. "Released Class Claims" means all claims, judgments, liens, losses, debts, liabilities,
27 demands, obligations, guarantees, penalties (including but not limited to waiting time penalties and all
28 other penalties available under the California Labor Code), costs, expenses, attorneys' fees, damages,

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1 indemnities, actions, causes of action, and obligations of every kind and nature in law, equity, or
2 otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or
3 accrued, that were or could have reasonably been alleged based upon the facts pleaded in the Actions,
4 including: (a) all claims for wage statement violations (Labor Code §§ 226, 1174, and IWC Wage
5 Order No. 7-2001); (b) all claims for unpaid minimum wages (Labor Code §§ 1194, 1197, 1197.1, and
6 IWC Wage Order No. 7-2001); (c) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198,
7 and IWC Wage Order 4, and IWC Wage Order 7-2001); (d) all claims for failure to pay meal period
8 and rest break premium wages at the regular rate of pay (Labor Code §§ 226.7, 510, 512, 1194, 1197,
9 and IWC Wage Order No. 7-2001, §§ 11, 12); (e) all claims for failure to indemnify employees for
10 necessary expenditures incurred in discharge of duties (Labor Code § 2802); (f) all claims for the failure
11 to timely pay wages during employment (Labor Code §§ 204, 210); (g) all claims for the failure to
12 timely pay wages upon termination, failure to pay waiting time penalties, and failure to pay all wages
13 due to discharged and quitting employees (Labor Code §§ 201, 202 and 203); and (h) all claims asserted
14 through California Business & Professions Code §§ 17200 *et seq.* arising out of the aforementioned
15 claims during the Class Period.

16 27. "Released PAGA Claims" means all claims for penalties, costs, expenses, attorneys'
17 fees, causes of action, and obligations of every kind and nature in law or otherwise, known or unknown,
18 suspected or unsuspected, disclosed or undisclosed, contingent or accrued, that were or could have
19 reasonably been alleged based upon the facts pleaded in the Actions and the PAGA claim notices that
20 Plaintiff Schneider and Plaintiff Cuozzo provided to the LWDA prior to commencing the Actions
21 asserted through California Labor Code §§ 2698, *et seq.* (PAGA), including any and all claims
22 described in the Released Class Claims, including any derivative claims, and claims for failure to
23 provide suitable seating (Labor Code § 1194 and IWC Wage Order No. 7 2001, § 14). Plaintiffs'
24 LWDA notices are attached as **Exhibit B** to this Settlement Agreement.

25 28. "Released Parties" means Amazon Retail and any of its former and present parents,
26 subsidiaries, holding companies, investors, sister and affiliated companies, divisions, and other related
27 entities, as well as its and their successors, predecessors, shareholders, officers, directors, partners,
28 assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors,

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32. "Settlement Administrator" means Simpluris, Inc., which the Parties have agreed to, subject to approval by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

33. "Settlement Class Member(s)" or "Settlement Class" means (i) all current and former hourly non-exempt Amazon Retail LLC employees who worked at Amazon Fresh grocery store locations in California from May 5, 2017 to and including January 18, 2022, and (ii) all current and former hourly non-exempt Amazon Retail LLC employees in California who earned "retro shift pay" on an itemized wage statement from May 5, 2020 to and including January 18, 2022. This encompasses all Released Claims alleged on behalf of all individuals in each of the Actions.

III. TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class, and Amazon Retail agree as follows:

34. Consolidation of Actions for Settlement Purposes Only. For purposes of this Settlement only, on February 24, 2022, the Parties filed a joint stipulation to requesting that the Court allow Plaintiffs to file a mutually agreeable Consolidated Amended Complaint in *Schneider v. Amazon Retail LLC* (L.A. Cnty. Sup. Ct. Case No. 21STCV26226) that includes all class and PAGA claims currently alleged in the Actions. On March 16, 2022, Plaintiffs filed a First Amended Complaint ("Consolidated Amended Complaint"). All proceedings relating to the approval of the Settlement shall be before Judge Robert B. Broadbelt in the Los Angeles Superior Court.

35. Preliminary Approval Motion. The Parties agree to present the Settlement for Preliminary Approval, and consent to continued jurisdiction if Preliminary Approval is granted, to Judge Robert B. Broadbelt in the Los Angeles Superior Court, and Plaintiffs further agree to endeavor in good faith to file a Motion for Preliminary Approval, including all executed and necessary exhibits, within thirty (30) calendar days of executing this Settlement Agreement.

36. Funding of the Gross Settlement Fund and Employer's Payroll Tax Payments. Amazon Retail will make a one-time deposit of the Gross Settlement Fund of Six Million Six Hundred Twenty-Five Thousand Dollars (\$6,625,000.00) plus the Employer's Share of Payroll Taxes into a Qualified

1 Settlement Fund to be established by the Settlement Administrator in exchange for the promises set
2 forth in this Settlement Agreement, including the Releases by the Participating Settlement Class
3 Members and Plaintiffs for the Released Claims. The Individual Settlement Payments are not being
4 made for any other purpose and will not be construed as compensation for purposes of determining
5 eligibility for any health and welfare benefits or unemployment compensation. After the Effective
6 Date, the Gross Settlement Fund will be used to pay: (i) Individual Settlement Payments; (ii) the PAGA
7 Settlement Amount; (iii) the Class Representative Enhancement Payments; (iv) the Class Counsel
8 Award; and (v) Settlement Administration Costs. Amazon Retail will deposit the Gross Settlement
9 Fund and the Employer's Share of Payroll Taxes by the Funding Date.

10 37. Non-Reversionary Settlement. Participating Settlement Class Members are entitled to
11 one hundred percent (100%) of the Net Settlement Amount, to be distributed as outlined in Paragraph
12 17. Amazon Retail maintains no reversionary right to any portion of the Net Settlement Amount,
13 including any increase in the Net Settlement Amount resulting from a reduction in the Class
14 Representative Enhancement Payments, Class Counsel Award, the PAGA Settlement Amount, and the
15 Settlement Administration Costs. If there are any timely submitted opt outs or a reduction in the Class
16 Representative Enhancement Payments, Class Counsel Award, the PAGA Settlement Amount, and/or
17 the Settlement Administration Costs, the Settlement Administrator shall proportionately increase the
18 Individual Settlement Payments for each Participating Settlement Class Member so that the amount
19 actually distributed to Participating Settlement Class Members equals one hundred percent (100%) of
20 the corresponding Net Settlement Amount.

21 38. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for attorneys' fees
22 of not more than thirty-three percent (33%) of the Gross Settlement Fund, or Two Million One Hundred
23 Eighty-Six Thousand Two Hundred Fifty Dollars (\$2,186,250.00), plus reasonable costs and expenses
24 incurred, not to exceed Fifty Thousand Dollars (\$50,000.00) subject to proof by Class Counsel. The
25 Settlement Administrator (and not Amazon Retail) shall issue an IRS Form 1099 to Class Counsel
26 reflecting the Class Counsel Award. Defendant agrees not to oppose Class Counsel's reasonable,
27 collective request for a single award of attorneys' fees and costs in the amounts set forth in this
28 paragraph.

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

16 40. Settlement Administration Costs. The Settlement Administrator will be paid for the
17 reasonable costs it incurs for purposes of administering the Settlement and distributing payments from
18 the Gross Settlement Fund. These costs, which will be paid from the Gross Settlement Fund, will
19 include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing and
20 collection of 1099 and W-2 IRS Forms, distributing Notice Packets, processing Requests for Exclusion,
21 Notices of Objection, and workweek disputes, performing single skip trace on Notice Packets returned
22 as undeliverable, calculating and distributing from the Gross Settlement Fund, all Individual Settlement
23 Payments, PAGA Settlement Amount, Class Representative Enhancement Payments, and Class
24 Counsel Award, and providing necessary reports and declarations, among other tasks set forth in this
25 Agreement.

26 41. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
27 of Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement Fund will be designated for
28 satisfaction of Plaintiffs' and Allegedly Aggrieved Employees' PAGA claims. Pursuant to PAGA,

1 Seventy-Five Percent (75%), or One Hundred and Fifty Thousand Dollars (\$150,000), of this sum will
2 be paid to the LWDA and Twenty-Five Percent (25%), or Fifty Thousand Dollars (\$50,000), will be
3 distributed on a pro rata basis based on the number of "weeks worked" or "workweeks" during the
4 PAGA Period.

5 42. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
6 Participating Class Members as provided in paragraph 37. No portion of the Net Settlement Amount
7 will revert to or be retained by Amazon Retail.

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

14 44. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
15 and apportioned from the 25% portion of the PAGA Settlement Amount allocated to Allegedly
16 Aggrieved Employees on a pro rata basis depending on the number of "weeks worked" or "workweeks"
17 in which an Allegedly Aggrieved Employee performed at least one day of work for Amazon Retail.
18 Allegedly Aggrieved Employees do not need to submit a claim to participate in the PAGA portion of
19 the Settlement and also may not opt out or object to the resolution of the PAGA claim.

20 45. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
21 Participating Settlement Class Members and Individual PAGA Payments made to Allegedly Aggrieved
22 Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will
23 not be utilized to calculate any additional benefits under any benefit plans to which any Settlement
24 Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k)
25 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
26 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
27 contributions, or amounts to which any Settlement Class Members may be entitled under any benefit
28 plans. For the avoidance of doubt, no Settlement Class Member shall be entitled to any additional

1 right, contribution, or amount under any benefit plan as a result of this Settlement or payments made
2 hereunder.

3 46. Administration Process. The Parties agree to cooperate in the administration of the
4 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
5 in the administration of the Settlement.

6 47. Notice to Labor and Workforce Development Agency. Within ten (10) calendar days
7 of the entry of the Court's order granting Preliminary Approval, Class Counsel will notify the LWDA
8 of that order consistent with paragraph 20 of this Agreement and Labor Code sections 2699(1)(2)-(3).

9 48. Class Action Fairness Act of 2005 ("CAFA") Notice. The Parties do not believe that
10 notice requirements in 28 U.S.C. § 1715 are implicated by this settlement. Nonetheless, in light of the
11 global settlement of multiple actions pending before different courts, in an abundance of caution, within
12 ten (10) calendar days after Plaintiffs file their motion for Preliminary Approval of this proposed
13 Settlement Agreement, Amazon Retail will serve the appropriate California and federal officials with
14 such notice in compliance with 28 U.S.C. § 1715. The Final Approval Hearing will not be noticed for
15 a date any earlier than one-hundred (100) calendar days after the date in which Plaintiffs file their
16 motion for Preliminary Approval.

17 49. Preparation of the Class List. Within twenty (20) calendar days of the entry of the
18 Court's order granting Preliminary Approval, Amazon Retail will provide the Class List to the
19 Settlement Administrator. Within fifteen (15) calendar days after the Response Deadline, the
20 Settlement Administrator will provide to counsel for Amazon Retail and Class Counsel the list of
21 Participating Settlement Class Members, which, unless the Court orders otherwise, shall exclude
22 individuals who filed a timely Request for Exclusion. The Settlement Administrator shall not provide
23 social security numbers or contact information with this list.

24 50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
25 List from Amazon Retail, the Settlement Administrator will mail a Notice Packet to all Settlement
26 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
27 identified in the Class List.

1 51. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
2 Administrator will perform a search based on the National Change of Address Database for information
3 to update and correct for any known or identifiable address changes. Any Notice Packets returned to
4 the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
5 promptly via regular First-Class U.S. Mail within three (3) business days of receipt to the forwarding
6 address affixed thereto and the Settlement Administrator will indicate the date of such remailing on the
7 Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly
8 attempt to determine the correct address using a skip-trace or other search using the name, address,
9 and/or Social Security number of the Settlement Class Member involved, and will then perform a single
10 re-mailing within three (3) business days of receipt. Settlement Class Members will have until the later
11 of fifteen (15) calendar days from the date of the re-mailing or the Response Deadline, to submit a
12 Notice of Objection, Request for Exclusion, or workweeks dispute.

13 52. Notice Packets. All Settlement Class Members will be mailed a Notice Packet. Each
14 Notice Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of the
15 Settlement Agreement's principal terms; (iii) the Settlement Class definition; (iv) the total number of
16 workweeks each respective Settlement Class Member worked for Amazon Retail during the Class
17 Period; (v) each Settlement Class Member's estimated Individual Settlement Payment and the formula
18 for calculating Individual Settlement Payments; (vi) each Allegedly Aggrieved Employee's estimated
19 Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (vii) the dates
20 which comprise the Class Period and the PAGA Period; (viii) instructions on how to submit Requests
21 for Exclusion or Notices of Objection or workweeks disputes; (ix) the deadlines by which the
22 Settlement Class Member must postmark or fax Requests for Exclusion, Notices of Objection, and
23 workweeks disputes; (x) the claims to be released; and (xi) the Settlement Administrator's contact
24 information, including the website address where the electronic versions of the materials in the Notice
25 Packet will be available. The Parties' proposed Notice Packet is attached hereto as **Exhibit A**.

26 53. Posting of Settlement Agreement on Settlement Administrator's Website. Within ten
27 (10) calendar days of entry of the order granting Preliminary Approval, the Settlement Administrator
28 shall post the Settlement Agreement and any other Court-approved forms to its website.

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

10 55. Request for Exclusion Procedures. Any Settlement Class Member wishing to opt out
11 of the Settlement Agreement must sign and fax or mail a written Request for Exclusion to the
12 Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are
13 mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine
14 whether a Request for Exclusion has been timely submitted. Consistent with California law, Allegedly
15 Aggrieved Employees may not opt out of the Settlement Agreement. Any Settlement Class Member
16 who timely submits a Request for Exclusion will still receive an Individual PAGA Payment
17 representing their portion of the PAGA Settlement Amount. All signatories and their counsel must not
18 encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through
19 any means. Objective statements to Settlement Class Members who call Class Counsel with inquiries
20 regarding the Settlement Agreement, or the exercise of Class Counsel's ethical obligations, shall not
21 be deemed a violation of the prohibitions contained herein.

22 56. Defective Submissions. If a Settlement Class Member's Request for Exclusion is
23 defective as to the requirements listed herein, that Settlement Class Member will be given an
24 opportunity to cure the defect(s). The Settlement Administrator will mail the Settlement Class Member
25 a cure letter within three (3) business days of receiving the defective submission to advise the
26 Settlement Class Member that his or her submission is defective and that the defect must be cured to
27 render the Request for Exclusion valid. The Settlement Class Member will have until the later of (i) the
28 Response Deadline or (ii) ten (10) calendar days from the date of the cure letter to postmark or fax a

1 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by
2 fax within that period, it will be deemed untimely.

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

10 58. Releases.

11 58(a) Release of Class Claims by Settlement Class Members. The Parties agree that
12 upon the Effective Date and Defendant's full funding of the Gross Settlement
13 Fund, it is their intent that the terms set forth in this Settlement Agreement will
14 release any further attempt by lawsuit, administrative claim or action,
15 arbitration, demand, claims for civil penalties, or other action of any kind by
16 each and all of the Participating Settlement Class Members, who shall release
17 their right to pursue any and all claims against the Released Parties for the
18 Released Class Claims, as fully described in Paragraph 26, arising during the
19 Class Period.

20 58(b) Release of PAGA Claims by Allegedly Aggrieved Employees. The Parties
21 agree that upon the Effective Date and Defendant's full funding of the Gross
22 Settlement Fund, it is their intent that the terms set forth in this Settlement
23 Agreement will release any further attempt by lawsuit, administrative claim or
24 action, demand, claims for civil penalties, or other action of any kind by each
25 and all of the Allegedly Aggrieved Employees, who shall release their right to
26 pursue any and all claims against the Released Parties for the Released PAGA
27 Claims, as fully described in Paragraph 27, arising during the PAGA Period.
28

1 58(c) Release of Claims by Named Plaintiffs. Upon the Effective Date and
2 Defendant's full funding of the Gross Settlement Fund, in addition to the claims
3 being released by all Participating Settlement Class Members and Allegedly
4 Aggrieved Employees, Plaintiffs will release and forever discharge the Released
5 Parties, to the fullest extent permitted by law, of and from any and all claims,
6 known and unknown, asserted and not asserted, which Plaintiffs have or may
7 have against the Released Parties based in any way on, or otherwise related to
8 or arising from, their employment with Amazon Retail as of the date of
9 execution of this Settlement Agreement. The releases include, but are not
10 limited to, all disputes relating to or arising out of any state, local, or federal
11 statute, ordinance, regulation, order, or common law, including, but not limited
12 to, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000(e),
13 *et seq.*; the Civil Rights Act of 1866, as amended, 42 U.S.C. §§ 1981, *et seq.*;
14 the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor Standards
15 Act of 1939, as amended, 29 U.S.C. §§ 201, *et seq.* and Code of Federal
16 Regulations; the Orders of the California Industrial Welfare Commission
17 regulating wages, hours and working conditions; the California Fair
18 Employment & Housing Act, as amended, Cal. Govt. Code §§ 12900, *et seq.*;
19 the California Family Rights Act of 1991, as amended; Cal. Govt. Code §
20 12945.2; the California Unruh Civil Rights Act, as amended, Cal. Civ. Code §§
21 51, *et seq.*; the California Labor Code (including any claim for civil penalties
22 under the California Labor Code Private Attorneys General Act); the California
23 Government Code; Article 1 of the California Constitution; the Rehabilitation
24 Act of 1973, as amended, 29 U.S.C. §§ 701 *et seq.*; the Americans with
25 Disabilities Act of 1990, 42 U.S.C. §§ 12100, *et seq.*; the Family and Medical
26 Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq.* and any state law equivalent; the
27 Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.*;
28 the National Labor Relations Act, as amended, 29 U.S.C. §§ 151, *et seq.*;

1 California Business and Professions Code §§ 17200, *et seq.*; other statutory and
2 common law claims; statutory or common law rights to attorneys' fees and costs,
3 penalties/fines, and/or punitive damages; any action based on contract, quasi-
4 contract, quantum meruit, implied contract, tort, wrongful or constructive
5 discharge, breach of the covenant of good faith and fair dealing, defamation,
6 libel, slander, immigration issues, infliction of emotional distress, negligence,
7 assault, battery, conspiracy, harassment, retaliation, discrimination on any basis
8 prohibited by statute or public policy, conversion, any interference with business
9 opportunity or with contract or based upon any other theory; and/or similar
10 causes of action.

11 58(c) Named Plaintiffs General Release. Upon the execution of the Settlement
12 Agreement, to the extent allowed by California law, the Named Plaintiffs each
13 waive all rights and benefits afforded by section 1542 of the California Civil
14 Code as to any Released Claims. Section 1542 provides:

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

21 59. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Settlement Class
22 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and
23 valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
24 Class Claims and Released PAGA Claims (collectively, the "Released Claims"), as well as any
25 Judgment that may be entered by the Court if it grants final approval to the Settlement. The Settlement
26 Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released
27 Claims currently pending or raised in the future. Notwithstanding the foregoing, this Settlement
28 Agreement, if approved, precludes further PAGA claims irrespective of whether a request for exclusion

1 is submitted. As a result, all Allegedly Aggrieved Employees—regardless of whether they submit a
2 Request for Exclusion—shall receive a check for their share of the PAGA Settlement Amount when
3 settlement payments are delivered, and they will be bound by a release of the PAGA claims as outlined
4 in paragraph 55(a).

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

24 61. Certification Reports Regarding Individual Settlement Payment Calculations. The
25 Settlement Administrator will provide Amazon Retail's counsel and Class Counsel a weekly report that
26 identifies the number of Settlement Class Members who have submitted valid Requests for Exclusion,
27 or objected to the Settlement, and whether any Settlement Class Member has submitted a challenge to
28 any information contained in his or her Notice Packet as provided in Paragraph 54. Additionally, the

1 Settlement Administrator will provide counsel for both Parties with any updated reports regarding the
2 administration of the Settlement Agreement as needed or requested, as consistent with the terms of the
3 Settlement Agreement.

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

7 62(a) Class Counsel Award and Class Representative Enhancement Payments:

8 Within twenty-one (21) calendar days of the Funding Date, Plaintiffs and Class
9 Counsel will provide W-9 forms to the Settlement Administrator, who will
10 issue payments to Class Counsel of the Class Counsel Award and Class
11 Representative Enhancement Payments in the amounts awarded by the Court.

12 62(b) Individual Settlement Payment and PAGA Settlement Amount: Within

13 twenty-one (21) calendar days of the Funding Date, the Settlement
14 Administrator will issue the LWDA Payment to the LWDA, the Individual
15 Settlement Payments to the Participating Settlement Class Members, and the
16 Individual PAGA Payments to the Allegedly Aggrieved Employees. The
17 Settlement Administrator will also issue a payment to itself for Court-
18 approved services performed in connection with the Settlement in the amount
19 approved by the Court.

20 63. Un-cashed Settlement Checks. Individual Settlement Payment and/or Individual PAGA
21 Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after
22 issuance will be void. Funds from the uncashed checks shall be distributed to the Controller of the
23 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section
24 1500 *et seq.*, for the benefits of those Allegedly Aggrieved Employees and Participating Settlement
25 Class Members who did not cash their checks until such time they claim their property. The Parties
26 agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section
27 384, as the entire Net Settlement Amount (plus the PAGA Settlement Amount) will be paid to the
28

1 Allegedly Aggrieved Employees and Participating Settlement Class Members, whether or not they all
2 cash their Individual Settlement Payment and/or Individual PAGA Payment checks.

3 64. Certification of Completion. Upon completion of the administration of the Settlement,
4 the Settlement Administrator will provide a written declaration under oath to certify such completion
5 to the Court and counsel for all Parties.

6 65. Treatment of Individual Settlement Payments. For tax purposes, the Individual PAGA
7 Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported
8 on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (i) Forty Percent
9 (40%) to settlement of wage claims and (ii) Sixty Percent (60%) to settlement of claims for interest and
10 statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the
11 portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement
12 Administrator. Participating Settlement Class Members shall be responsible for remitting to state
13 and/or federal taxing authorities any applicable other taxes due. Neither this Agreement, nor any of its
14 attachments, should be interpreted to contain or constitute representations or advice regarding any U.S.
15 federal or state tax issue. Settlement Class Members and Allegedly Aggrieved Employees will be
16 specifically informed that neither Amazon Retail nor Class Counsel make any representations
17 regarding the tax implications of any amounts paid under this Settlement Agreement and that if
18 Settlement Class Members or Allegedly Aggrieved Employees have any questions regarding those
19 implications, they can and should consult a tax expert.

20 66. Administration of Taxes by the Settlement Administrator. The Settlement
21 Administrator will be responsible for issuing to Plaintiffs, Participating Settlement Class Members, and
22 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
23 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all
24 Settlement Class Member payroll taxes and penalties to the appropriate government authorities. All
25 Settlement Class Members, including Participating Settlement Class Members and Allegedly
26 Aggrieved Employees, shall be solely and exclusively responsible for remitting to state and/or federal
27 taxing authorities any applicable other taxes due and shall hold Amazon Retail and the Released Parties
28 harmless for any taxes, penalties, interest, liabilities, costs, and expenses caused by any such taxing

1 authority relating in any way to the Allegedly Aggrieved Employees', Settlement Class Members' and
2 Participating Settlement Class Members' tax treatment of payments made to them pursuant to this
3 Stipulation or failure to timely or properly pay any taxes owed on their respective Individual Settlement
4 Payment.

5 67. Tax Liability. Amazon Retail makes no representation as to the tax treatment or legal
6 effect of the payments called for hereunder, and Plaintiffs and Participating Settlement Class Members
7 are not relying on any statement, representation, or calculation by Amazon Retail or by the Settlement
8 Administrator in this regard.

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

1 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
2 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
3 AGREEMENT.

4 69. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
7 of action or right herein released and discharged.

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

13 71. Termination of Settlement Agreement. Plaintiffs (by unanimous agreement of both
14 Plaintiffs) and Amazon Retail will each have the right to unilaterally terminate this Settlement
15 Agreement by providing written notice of their election to do so ("Termination Notice") to all other
16 Parties hereto within ten (10) business days of any of the following occurrences; provided, however,
17 that the Parties agree to cooperate in good faith to address any issues the Court raises in connection
18 with issuing Preliminary and/or Final Approval of the Settlement:

19 71(a) the Court rejects, materially modifies, materially amends or changes, or
20 declines to issue a Preliminary Approval Order or a Final Approval Order with
21 respect to the Settlement Agreement and the Parties are not permitted to
22 remedy any deficiencies the Court identifies;

23 71(b) an appellate court reverses the Final Approval Order, and the Settlement
24 Agreement is not reinstated without material change by the Court on remand;
25 or

26 71(c) any court incorporates terms into, or deletes or strikes terms from, or modifies,
27 amends, or changes the Preliminary Approval Order, the Final Approval
28 Order, or the Settlement Agreement in a way that Plaintiffs or Amazon Retail

1 reasonably consider material, unless the modification or amendment is
2 accepted in writing by all Parties, except that, as provided above, the Court's
3 approval of Attorneys' Fees and Costs, Class Counsel Awards, and Class
4 Representative Enhancement Payments, or their amounts, is not a condition of
5 the Settlement Agreement.

6 72. Reversion Nunc Pro Tunc. If this Settlement Agreement is terminated pursuant to its
7 terms, or the Effective Date for any reason does not occur: (a) all Orders certifying the Settlement
8 Class for purposes of effecting this Settlement, and all preliminary and/or final findings regarding the
9 Settlement Class, shall be void *ab initio* and automatically vacated upon notice to the Court, (b) the
10 Actions shall proceed as though the Settlement Class had never been certified pursuant to this
11 Settlement Agreement and such findings had never been made, and (c) the Actions shall revert *nunc*
12 *pro tunc* to the procedural status quo as of the date and time immediately before the execution of the
13 Settlement Agreement, in accordance with this Settlement Agreement. The Parties further agree that,
14 by assenting to the filing of a Consolidated Amended Complaint for purposes of this Settlement only,
15 Amazon Retail does not admit any facts or waive any defenses, and any Answer or other Responsive
16 Pleading that Amazon Retail may file to the Consolidated Amended Complaint shall not be construed
17 as a consent to remand any claims pending or proceeding in any United States District Court or other
18 forum, nor shall it be deemed as a consent to proceed to litigate any class allegations as pled in the
19 Consolidated Amended Complaint in the Los Angeles Superior Court should this Settlement
20 Agreement not receive Final Approval.

21 73. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
22 request the Preliminary Approval of the Settlement Agreement and the entry of an order: (i)
23 conditionally certifying the Settlement Class for settlement purposes only; (ii) granting preliminary
24 approval to the proposed Settlement Agreement; (iii) setting a deadline for Class Counsel to file an
25 application for attorney's fees and costs and an application for a Class Representative Enhancement
26 Award for Plaintiffs; and (iv) setting a date for a Final Approval Hearing. The Preliminary Approval
27 Order will provide for the Notice Packet to be sent to all Settlement Class Members as specified herein.
28 In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement

1 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet,
2 which will include the proposed Notice of Class Action Settlement, attached as **Exhibit A**. Class
3 Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

4 74. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to
5 postmark Requests for Exclusion or Notices of Objection (and no earlier than one hundred (100)
6 calendar days after the date on which Plaintiffs file their motion for Preliminary Approval) and with
7 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine
8 the Final Approval of the Settlement Agreement along with the amounts properly payable for:
9 (i) Individual Settlement Payments; (ii) the PAGA Settlement Amount; (iii) the Class Representative
10 Enhancement Payments; (iv) the Class Counsel Award; and (v) all Settlement Administration Costs.
11 Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class
12 Counsel will also be responsible for drafting the Class Counsel Award and Class Representative
13 Enhancement Payments application to be heard at the Final Approval/Settlement Fairness Hearing.

14 75. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
15 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a proposed form
16 of Judgment to the Court for its approval, which Class Counsel shall submit to the Court that (i)
17 approves the Settlement Agreement, adjudging the terms thereof to be fair, reasonable, adequate, and
18 directing consummation of its terms and provisions; (ii) approving Class Counsel's application for an
19 award of attorney's fees and costs; (iii) approving the Class Representative Enhancement Awards;
20 (iv) approving the PAGA Settlement Amount; (v) the Settlement Administrator's fees from the Gross
21 Settlement Amount; (vi) barring all Allegedly Aggrieved Employees and Participating Class Members
22 from prosecuting against the Released Parties, or any of them, any of the Released Claims. As required
23 by California Rule of Court 3.769(h), after entry of the Judgment, the Court will have continuing
24 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
25 the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as may be
26 appropriate under court rules or as set forth in this Settlement Agreement.

1 76. Older Workers' Benefit Protection Act Waiver.

2 76(a) Plaintiffs specifically intend that the claims they are releasing herein include
3 any claims that Plaintiffs may have under the Age Discrimination in
4 Employment Act of 1967, as amended by the Older Workers' Benefit
5 Protection Act of 1990.

6 76(b) Plaintiffs are advised to consult with their counsel before signing this
7 Settlement Agreement because Plaintiffs are permanently giving up significant
8 legal rights. Plaintiffs acknowledge that they have been so advised.

9 76(c) Plaintiffs acknowledge that they have been given at least twenty-one (21)
10 calendar days to execute and return this Settlement Agreement and have been
11 advised that, after they execute this Settlement Agreement, Plaintiffs have
12 seven (7) calendar days to reconsider and revoke the Settlement Agreement,
13 recognizing that Plaintiffs will not be provided anything under this Settlement
14 Agreement until at least that seven (7)-day revocation period has expired. The
15 general release will then become effective on the eighth (8th) calendar day
16 after it is signed, provided that Plaintiffs do not revoke it.

17 76(d) In order to effectively revoke this general release, the Parties agree that
18 Plaintiffs must provide written notice of such revocation within seven (7)
19 calendar days after Plaintiffs execute this Settlement Agreement to counsel for
20 Amazon Retail, Lauren M. Blas and Megan Cooney, via email to
21 lblas@gibsondunn.com and mcooney@gibsondunn.com.

22 77. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
23 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
24 set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

25 78. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
26 entirety of the Parties' settlement terms and, should this Settlement Agreement receive Final Approval,
27 its terms will supersede all prior written or oral agreements between the Parties.
28

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1 79. Amendment or Modification. No amendment, change, or modification to this
2 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

3 80. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
5 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
6 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
7 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
8 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
9 unable to reach agreement on the form or content of any document needed to implement the Settlement,
10 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
11 the Parties may seek the assistance of the Court to resolve such disagreement.

12 81. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
13 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
15 will be governed by and interpreted according to the laws of the State of California.

16 83. Execution and Counterparts. This Settlement Agreement is subject to the execution of
17 all Parties. The Settlement Agreement may be executed in one or more counterparts. All executed
18 counterparts and each of them, including facsimile and scanned copies of the signature page, will be
19 deemed to be one and the same instrument.

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

26 85. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28

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1 possible consistent with applicable precedents so as to define all provisions of this Settlement
2 Agreement valid and enforceable.

3 86. Waiver of Certain Appeals. With the exception of a right to appeal the reduction of any
4 award of attorneys' fees, costs, and expenses as provided herein, Plaintiffs and Amazon Retail hereby
5 waive their right to appeal or seek other judicial review of any order that is materially consistent with
6 the terms of this Settlement Agreement.

7 87. Class Certification for Settlement Purposes Only. The Parties stipulate to class
8 certification of any claims not yet certified for purposes of implementing the Settlement only, and in
9 no way is that an admission by Amazon Retail that class certification is proper. The Settlement will
10 not be admissible in any proceeding as evidence that (i) a class or collective should be certified as
11 Plaintiffs have proposed for any claims, including but not limited to any currently non-certified claims;
12 (ii) any of the Actions should proceed on a representative basis pursuant to PAGA; or (iii) Amazon
13 Retail is liable to Plaintiffs or any other individuals they claim to represent in any of the Actions in
14 connection with any claims that were or could have been asserted in any of the Actions.

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

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1 89. Media Restrictions. The Parties and their counsel agree that they will not issue any
2 press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement.
3 Unless required by applicable law, neither the Plaintiffs nor Class Counsel shall publicize the terms of
4 this Settlement Agreement in any medium, or initiate or issue any press release or have any
5 communications to the press or media concerning the Actions, the Settlement of the Actions, and/or
6 this Settlement Agreement, except as posted by the Settlement Administrator as ordered by the Court.
7 Class Counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing
8 subjects in any advertising, mass mailing, website, or other communication. If counsel for either Party
9 receives an inquiry about the Settlement from the media, counsel may respond only after the motion
10 for Preliminary Approval has been filed and only by confirming the terms of the Settlement.
11 Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating confidentially
12 with Settlement Class Members as necessary to fulfill their obligations as Class Counsel.

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

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

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

25 93. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
27 construed more strictly against one party than another merely by virtue of the fact that it may have been
28 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length

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1 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
2 Agreement.

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

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

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

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

16 SIGNATURE PAGE FOLLOWS
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18
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READ CAREFULLY BEFORE SIGNING

1
2 *June 1*
3 Dated: ~~May~~ June 1, 2022

By: *Holly Schneider*
Holly Schneider
Plaintiff and Class Representative

4
5
6 Dated: May 31, 2022

DocuSigned by:
By: *Matthew Cuzzo*
B5749D86C9384FE... Matthew Cuzzo
Plaintiff and Class Representative

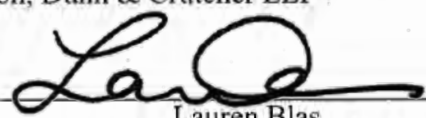
7
8
9 *June 1*
10 Dated: ~~May~~ June 1, 2022

DocuSigned by:
By: *Eane Brown*
DDF214FDD377494...
Amazon Representative
Amazon Retail LLC

APPROVED AS TO FORM

June
Dated: May 7, 2022

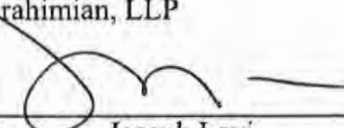
Gibson, Dunn & Crutcher LLP

By: 

Lauren Blas
Attorneys for Defendant

Dated: May 6, 2022

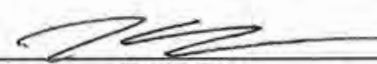
Lavi & Ebrahimian, LLP

By: 

Joseph Lavi
Attorneys for Plaintiff Holly Schneider

Dated: May 31, 2022

Diversity Law Group, P.C.

By: 

Larry Lee
Attorneys for Plaintiff Matthew Cuozzo

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EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION

(Holly Schneider, et al v. Amazon Retail LLC, et al., Superior Court of the State of California, County of Los Angeles, Case No. 21STCV26226)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payments is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	If you do not want to be part of the Settlement, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. You will still receive an Individual PAGA Payment and release the Released PAGA Claims if you are an Allegedly Aggrieved Employee (described below). Instructions are set forth in Section 7 below.
Object	If you do not exclude yourself from the settlement, you may write to the Court about why you do not agree with ("object") the settlement. You may also appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the "Court") has been reached between Plaintiffs Holly Schneider and Matthew Cuzzo ("Plaintiffs") and Defendant Amazon Retail LLC ("Defendant"). It has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Settlement Class, which is defined as:

- (i) all current and former hourly non-exempt Amazon Retail LLC employees who worked at Amazon Fresh grocery store locations in California from May 5, 2017 to and including January 18, 2022, and (ii) all current and former hourly non-exempt

Amazon Retail LLC employees in California who earned “retro shift pay” on an itemized wage statement from May 5, 2020 to and including January 18, 2022.

The Class Period means (i) the period from May 5, 2017 through January 18, 2022 for the claims of current and former hourly non-exempt Amazon Retail LLC employees who worked at Amazon Fresh grocery stores, and (ii) the period from May 5, 2020 through January 18, 2022 for the claims of current and former hourly non-exempt Amazon Retail LLC employees in California who earned “retro shift pay” on an itemized wage statement.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

This Settlement resolves four actions filed by behalf of Plaintiffs Holly Schneider and Matthew Cuzzo (“Plaintiffs”) against Defendant, including: (i) a class action that was previously pending in the United States District Court, Central District of California, Case No. 2:21-cv-05174-PA-MAA (“Schneider Class Action”); (ii) a class action that is currently stayed in the United States District Court for the Central District of California, (C.D. Cal. Case No. 8:21-cv-01271-CJC-ADS) (“Cuzzo Class Action”); (iii) a Private Attorneys General Act of 2004 (“PAGA”) Action originally filed in the Los Angeles Superior Court, Case No. 21STCV26226 (“Schneider PAGA Action”); and (iv) a PAGA Action that is currently stayed in Orange County Superior Court, Case No. 30-2021-01211337-CU-OE-CXC (“Cuzzo PAGA Action”) (collectively, the “Actions”).

In November 2021, following a mediation between the parties to the Schneider Class Action, a proposal was issued which was considered and agreed to by the Parties to the Actions. The proposal is encompassed by the Settlement described herein.

On March 16, 2022, the Plaintiffs filed a First Amended Complaint in the Schneider PAGA Action for purposes of this Settlement. The First Amended Complaint consolidates the claims pled in the Actions and alleges that Defendant failed to include additional renumeration when calculating overtime wages; failed to pay rest period premium wages at the regular rate of pay; failed to pay meal period premium wages at the regular rate of pay; failed to indemnify for employment related expenditures; failed to timely pay employees; statutory penalties for failure to provide accurate wage statements; waiting time penalties in the form of continuation wages for failure to timely pay employee all earned and unpaid wages due upon separation of employment; applicable civil penalties; and civil penalties pursuant to the PAGA.

Defendant denies and disputes all of the claims asserted against it, and by agreeing to this Settlement, Defendant does not agree that it is liable for any of the claims at issue in the Actions or that could be claimed in the Actions, nor does it agree that the Actions can be maintained as class actions.

The Court granted preliminary approval of the Settlement on [PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and for Joseph Lavi, Jordan D. Bello, Vincent C. Granberry, and Melissa A. Huether of Lavi & Ebrahimian, LLP; Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C.; and William L. Marder of Polaris Law Group to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Fund. Defendant has agreed to pay Six Million Six Hundred Twenty-Five Thousand Dollars (\$6,625,000.00) (the "Gross Settlement Fund") with no reversion to Defendant. The Gross Settlement Fund includes all payments of Individual Settlement Payments to Settlement Class Members contemplated by the Settlement, Individual PAGA Payments to Allegedly Aggrieved Employees, the Settlement Administration Costs, Class Counsel Award to Class Counsel, Enhancement Payments to Class Representatives, and payment to the Labor and Workforce Development Agency ("LWDA") for its share of the PAGA Settlement Amount. Any employer-side payroll taxes on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Defendant.

Within thirty (30) business days of the Effective Date, Defendant will fund the Gross Settlement Fund by depositing the money with the Settlement Administrator. "Effective Date" means either the day the Court enters an order granting final approval or, if an objection is filed and not withdrawn, five (5) calendar days after resolution of any appeal. Within twenty-one (21) calendar days after the settlement is funded, the Settlement Administrator will mail checks for the Individual Settlement Payments to Settlement Class Members who do not request exclusion ("Participating Settlement Class Members") and Individual PAGA Payments to Allegedly Aggrieved Employees.

Amounts to be Paid From the Gross Settlement Fund. The Settlement provides for certain payments to be made from the Gross Settlement Fund as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Fund before Individual Settlement Payments are paid to Participating Settlement Class Members:

- Settlement Administration Costs. Payment to the Settlement Administrator, not to exceed Forty-Five Thousand Dollars (\$45,000.00), for reasonable fees and expenses, including without limitation expenses of notifying the Settlement Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments, Individual PAGA Payments, and tax forms, and handling inquiries and uncashed checks.
- Attorneys' Fees and Costs to Class Counsel. Payment to Class Counsel of reasonable attorneys' fees not to exceed thirty-three (33%) percent of the Gross Settlement Fund, or Two Million One Hundred Eighty-Six Thousand Two Hundred Fifty Dollars (\$2,186,250.00) and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed Fifty Thousand Dollars (\$50,000.00). Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Settlement Class on a contingency fee basis (that is, without being paid any money) and have been paying all litigation costs and expenses.
- Enhancement Payments. Plaintiffs are requesting Class Representative Enhancement Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Settlement Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A PAGA Settlement Amount of Two Hundred Thousand Dollars (\$200,000.00) shall be taken out of the Gross Settlement Fund. Seventy-five percent (75%), or One Hundred and Fifty Thousand Dollars (\$150,000.00) shall be allocated to the

LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and twenty-five percent (25%), or Fifty Thousand Dollars (\$50,000.00) shall be distributed to the Allegedly Aggrieved Employees on a pro rata basis based on their respective number of workweeks worked between May 5, 2020 through January 18, 2022 (the "PAGA Period").

Calculation of Payments to Participating Settlement Class Members. After the court-approved Enhancement Payments, the Class Counsel Award, the PAGA Settlement Amount, and the Settlement Administration Costs are deducted from the Gross Settlement Fund, the remaining portion, called the "Net Settlement Amount," shall be distributed as Individual Settlement Payments to the Participating Settlement Class Members. The Net Settlement Amount is estimated to be approximately \$4,123,750.00, based upon the above-proposed deductions. The Settlement Administrator will pay an Individual Settlement Payment calculated and apportioned from the Net Settlement Amount to Settlement Class Members on a pro rata basis 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 Defendant.

Calculation of Payments to Allegedly Aggrieved Employees. The 25% share of the PAGA Settlement Amount shall be allocated to (i) all current and former non-exempt Amazon Retail LLC employees who worked at Amazon Fresh grocery store locations in California from May 5, 2020 to and including January 18, 2022, and (ii) all current and former hourly non-exempt Amazon Retail LLC employees in California who earned "retro shift pay" on an itemized wage statement from May 5, 2020 to and including January 18, 2022 (i.e., Allegedly Aggrieved Employees). Individual PAGA Payments will be calculated and apportioned from the 25% portion of the PAGA Settlement Amount allocated to Allegedly Aggrieved Employees on a pro rata basis depending on the number of "weeks worked" or "workweeks" in which an Allegedly Aggrieved Employee performed at least one day of work for Defendant. Allegedly Aggrieved Employees do not need to submit a claim to participate in the PAGA portion of the Settlement and also may not opt out or object to the resolution of the PAGA claim.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as the one set forth on this Class Notice. You do not have to do anything to receive a payment. If you are an Allegedly Aggrieved Employee, you will receive an Individual PAGA Payment regardless of whether you request exclusion from the Settlement. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. For tax purposes, the Individual PAGA Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (i) Forty Percent (40%) to settlement of wage claims and (ii) Sixty Percent (60%) to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. The Parties agree that upon the Effective Date and Defendant's full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Class Members, who shall release their right to pursue any and all claims against the Released Parties for all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties (including but not limited to waiting time penalties and all other 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 were or could have reasonably been alleged based upon the facts pleaded in the Actions, including: (a) all claims for wage statement violations (Labor Code §§ 226, 1174, and IWC Wage Order No. 7-2001); (b) all claims for unpaid minimum wages (Labor Code §§ 1194, 1197, 1197.1, and IWC Wage Order No. 7-2001); (c) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198, and IWC Wage Order 4, and IWC Wage Order 7-2001); (d) all claims for failure to pay meal period and rest break premium wages at the regular rate of pay (Labor Code §§ 226.7, 510, 512, 1194, 1197, and IWC Wage Order No. 7-2001, §§ 11, 12); (e) all claims for failure to indemnify employees for necessary expenditures incurred in discharge of duties (Labor Code § 2802); (f) all claims for the failure to timely pay wages during employment (Labor Code §§ 204, 210); (g) all claims for the failure to timely pay wages upon termination, failure to pay waiting time penalties, and failure to pay all wages due to discharged and quitting employees (Labor Code §§ 201, 202 and 203); and (i) all claims asserted through California Business & Professions Code §§ 17200 *et seq.* arising out of the aforementioned claims during the Class Period ("Released Class Claims").

The Parties agree that upon the Effective Date and Defendant's full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, demand, claims for civil penalties, or other action of any kind by each and all of the Allegedly Aggrieved Employees, who shall release their right to pursue any and all claims against the Released Parties for all claims for penalties, costs, expenses, attorneys' fees, causes of action, and obligations of every kind and nature in law or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, that were or could have reasonably been alleged based upon the facts pleaded in the Actions and the PAGA claim notices that Plaintiff Schneider and Plaintiff Cuozzo provided to the LWDA prior to commencing the Actions asserted through California Labor Code §§ 2698, *et seq.* (PAGA), including any and all claims described in the Released Class Claims, including any derivative claims, and claims for failure to provide suitable seating (Labor Code § 1194 and IWC Wage Order No. 7 2001, § 14) ("Released PAGA Claims").

The "Released Parties" are Amazon Retail and any of its former and present parents, subsidiaries, holding companies, investors, sister and affiliated companies, divisions, and other related entities, as well as its and their successors, predecessors, shareholders, officers, directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives, both individually and in their official capacities, past or present, as well as all persons acting by, through, under, or in concert with any of these persons or entities, including, but not limited to,

entities holding ownership interests in Amazon Retail or Amazon Fresh grocery stores in California.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> weeks for Defendant during the Class Period.

Based on this information, your estimated Individual Settlement Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [Response Deadline].

Defendant's records reflect that you [are/are not] an Allegedly Aggrieved Employee. Based on this information your estimated Individual PAGA Payment is <<____>>.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Settlement Payment, and if applicable, Individual PAGA Payment, will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator's contact information is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement. This means you will retain the right to sue Defendant for any of the Released Class Claims as defined in this Notice.**

To opt out, you must mail to the Settlement Administrator, by first class mail or by fax, a written, signed and dated request to opt out postmarked no later than [Response Deadline]. The request to opt out must be received by the Settlement Administrator and must: (i) set forth the name, address, and telephone number of the Settlement Class Member requesting exclusion; (ii) be signed by the Settlement Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Settlement Class Member does not wish to be included in the Settlement; and (v) be faxed or

postmarked by [Response Deadline] and returned to the Settlement Administrator at the specified address or fax telephone number stated below.

The address for the Settlement Administrator is _____. Written requests for exclusion that are faxed or postmarked after [Response Deadline], or are incomplete or unsigned will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Settlement Class Member who has not opted out (i.e., Participating Settlement Class Member) and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs, and/or the enhancement payments by submitting a "Notice of Objection" to the Settlement Administrator. Notices of Objection that are in writing must include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; (iv) a statement whether the objector intends to appear at the Final Approval Hearing; and (v) be faxed or postmarked by the [Response Deadline] and returned to the Settlement Administrator at the specified address or fax telephone number stated below. A Participating Settlement Class Member may also appear at the Final Approval Hearing, either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

All written objections must be faxed or mailed to the Settlement Administrator at _____, no later than [Response Deadline].

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment and Individual PAGA Payment.

The addresses for Parties' counsel are as follows:

Class Counsel:

Joseph Lavi, Esq. (SBN 209776)
Jordan D. Bello, Esq. (SBN 243190)
Vincent Granberry, Esq. (SBN 276483)
Melissa A. Huether (SBN 316604)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Larry Lee, Esq. (SBN 228175)
Max W. Gavron, Esq. (SBN 291697)
DIVERSITY LAW GROUP, P.C.
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Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

William L. Marder (SBN 170131)
POLARIS LAW GROUP
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Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Counsel for Defendant:

LAUREN M. BLAS, SBN 296823
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: (213) 229-7000
Facsimile: (213) 229-7520

MEGAN COONEY, SBN 295174
Gibson, Dunn & Crutcher LLP
3161 Michelson Drive
Irvine, CA 92612-4412
Telephone: (949) 451-3800
Facsimile: (949) 451-4220

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on _____, at the Los Angeles County Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill St., Los Angeles, California 90012, in Department 53 before Judge Robert Broadbelt. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing if they wish.

10. How do I get more information about the Settlement?

You may visit [settlement website], send an email to [Settlement Administrator address], or call the Settlement Administrator at _____.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles, located here: <https://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case No. 21STCV26226.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

EXHIBIT B

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

May 11, 2021

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Certified Mail Number: **7020-0640-0002-1068-8697**

AMAZON RETAIL LLC
c/o Corporation Service Company dba CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833
Certified Mail Number: **7020-0640-0002-1068-8680**

AMAZON RETAIL LLC
410 Terry Avenue North
Seattle, Washington 98109
Certified Mail Number: **7020-0640-0002-1068-8673**

From: HOLLY SCHNEIDER, on behalf of herself and all other current and former aggrieved
California-based hourly non-exempt employees of AMAZON RETAIL LLC

c/o Joseph Lavi, Esq.
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq.
Email: vgranberry@lelawfirm.com
Melissa A. Huether, Esq.
Email: mhuether@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

Labor & Workforce Development Agency
Re: *Holly Schneider v. Amazon Retail LLC*
LWDA Case No. LWDA-CM-831399-21
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My firm has been retained by aggrieved employee HOLLY SCHNEIDER concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against her employer, AMAZON RETAIL LLC.

Employee originally filed her initial PAGA notice with the Labor and Workforce Development Agency ("LWDA") on May 5, 2021. This amended PAGA notice shall relate back to Employee's initial PAGA notice filed on May 5, 2021, LWDA Case No. LWDA-CM-831399-21.

AMENDED FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee HOLLY SCHNEIDER ("Employee") was employed by AMAZON RETAIL LLC ("Defendant" or "Employer") as an hourly non-exempt employee from in or around January 2021 to the present.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

First, Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- During certain pay periods, "rounding down" or "shaving down" Employee and other current and former aggrieved California-based hourly non-exempt employees' punches to the nearest quarter of an hour to the benefit of Employer without paying Employee and other current and former aggrieved California-based hourly non-exempt employees for this time. For example:
 - During the pay period beginning January 24, 2021 and ending January 30, 2021, Employer "rounded down" or "shaved down" Employee's hours worked to 14.25 hours worked;

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- o During the pay period beginning April 11, 2021 and ending April 17, 2021, Employer “rounded down” or “shaved down” Employee’s regular hours worked to 20.25 hours worked and overtime hours to .50 hours worked; and
- o During the pay period beginning April 18, 2021 and ending April 23, 2021, Employer “rounded down” or “shaved down” Employee’s hours worked to 8.5 hours worked.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers’ failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency (“LWDA”) against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

2. *Failure to Pay Overtime Wages for Overtime Hours Worked and Failure to Include all Renumeration When Calculating the Regular Rate of Pay for Purposes of Paying Overtime Wages*

Second, Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

“Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any

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work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Overtime is based upon an employee’s regular rate of pay. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- During certain pay periods, “rounding down” or “shaving down” Employee and other current and former aggrieved California-based hourly non-exempt employees’ punches to the nearest quarter of an hour to the benefit of Employer without paying Employee and other current and former aggrieved California-based hourly non-exempt employees for this time. For example:
 - During the pay period beginning January 24, 2021 and ending January 30, 2021, Employer “rounded down” or “shaved down” Employee’s hours worked to 14.25 hours worked;
 - During the pay period beginning April 11, 2021 and ending April 17, 2021, Employer “rounded down” or “shaved down” Employee’s regular hours worked to 20.25 hours worked and overtime hours to .50 hours worked; and
 - During the pay period beginning April 18, 2021 and ending April 23, 2021, Employer “rounded down” or “shaved down” Employee’s hours worked to 8.5 hours worked.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers’ failure to pay minimum wage for

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all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employee further alleges that when Employer paid overtime wages to Employee and other current and former aggrieved California-based hourly non-exempt employees, Employer failed to pay the overtime wages at the proper overtime rate of pay due to their failure to include all remuneration when calculating the overtime rate of pay. Specifically, Employer maintained a policy, practice, and/or procedure of failing to include all remuneration such as an additional \$5/hour "hero pay", for example, when calculating Employee's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

For example, during the pay period beginning April 11, 2021 and ending April 17, 2021, Employee earned \$119.20 of additional remuneration in the form of an additional \$5/hour "hero pay" and worked .50 hours of overtime. The overtime rate reflected on the paystubs for this pay period, however, was \$23.025/hour, which was 1.5x the Employee's base rate of \$15.35/hour as reflected on this paystub. Therefore, because the overtime rate reflected is equal to 1.5x Employee's base rate, it is evident that Employer failed to include Employee's \$119.20 of additional remuneration when computing Employee's regular rate of pay for purposes of calculating Employee's overtime rate of pay during this pay period.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

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3. *Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums, and/or Failure to Pay Meal Period Premiums at the Proper Rate of Pay Due to Employer's Failure to Include All Remuneration When Calculating the Regular Rate of Pay for Purposes of Paying Meal Period Premiums.*

Next, Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 7, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 7, §11.

As previously noted, "[t]he regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

Employee alleges that Employer employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Employee and other current and former aggrieved California-based hourly non-exempt employees of no less than thirty (30) minutes for each five-hour period of work as required by law. Such policies, practices, and/or procedures included, but were not limited to, the following:

- Specifically, during certain pay periods, Employer "rounded down" or "shaved down" Employee and other current and former aggrieved California-based hourly non-exempt employees' punches to the nearest quarter of an hour at the time they clocked in and out for meal periods resulting in meal periods of less than 30 minutes. For example:
 - During the pay period beginning January 24, 2021 and ending January 30, 2021, Employer "rounded down" or "shaved down" Employee's hours including at the time she punched in and out for meal periods;

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- o During the pay period beginning April 11, 2021 and ending April 17, 2021, Employer “rounded down” or “shaved down” Employee’s hours including at the time she clocked in and out for meal periods; and
- o During the pay period beginning April 18, 2021 and ending April 23, 2021, Employer “rounded down” or “shaved down” Employee’s hours including at the time she clocked in and out for meal periods.

Additionally, Employee alleges that Employer failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 7 at § 11.

Finally, Employer failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and/or compliant meal periods. Employer employed policies and procedures which ensured that employees did not receive any meal period premium wages to compensate them for workdays in which they did not receive all legally required and/or compliant meal periods.

During pay periods Employer paid Employee and other current and former aggrieved California-based hourly non-exempt employees an additional \$5/hour “hero pay” and meal period premium wages for missed, late, short, or interrupted meal periods, Employer failed to pay the meal period premium wages at one (1) hour of pay at Employee and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay due to Employer’s failure to include the additional \$5/hour “hero pay” when calculating Employee and other current and former aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of paying premium wages. For example:

- During the pay period beginning March 7, 2021 and ending March 13, 2021, Employee earned \$83.35 of additional remuneration in the form of an additional \$5/hour “hero pay” and earned 1.0 hours of meal period premium pay. The meal period premium pay rate reflected on the paystub for this pay period, however, was \$15.35/hour, which is Employee’s base rate of pay as also reflected on this paystub. Therefore, because the meal period premium pay rate reflected is equal to Employee’s base rate, it is evident that Employer failed to include Employee’s \$83.35 of additional remuneration when computing Employee’s regular rate of pay for purposes of paying meal period premium wages during this pay period;
- During the pay period beginning March 21, 2021 and ending March 27, 2021, Employee earned \$39.50 of additional remuneration in the form of an additional \$5/hour “hero pay” and earned 1.0 hours of meal period premium pay. The meal period premium pay rate reflected on the paystub for this pay period, however, was \$15.35/hour, which is Employee’s base rate of pay as also reflected on this paystub. Therefore, because the meal

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period premium pay rate reflected is equal to Employee's base rate, it is evident that Employer failed to include Employee's \$39.50 of additional remuneration when computing Employee's regular rate of pay for purposes of paying meal period premium wages during this pay period;

- During the pay period beginning March 28, 2021 and ending April 3, 2021, Employee earned \$45.25 of additional remuneration in the form of an additional \$5/hour "hero pay" and earned 1.0 hours of meal period premium pay. The meal period premium pay rate reflected on the paystub for this pay period, however, was \$15.35/hour, which is Employee's base rate of pay as also reflected on this paystub. Therefore, because the meal period premium pay rate reflected is equal to Employee's base rate, it is evident that Employer failed to include Employee's \$54.25 of additional remuneration when computing Employee's regular rate of pay for purposes of paying meal period premium wages during this pay period; and
- During the pay period beginning April 11, 2021 and ending April 17, 2021, Employee earned \$45.25 of additional remuneration in the form of an additional \$5/hour "hero pay" and earned 1.0 hours of meal period premium pay. The meal period premium pay rate reflected on the paystub for this pay period, however, was \$15.35/hour, which is Employee's base rate of pay as also reflected on this paystub. Therefore, because the meal period premium pay rate reflected is equal to Employee's base rate, it is evident that Employer failed to include Employee's \$54.25 of additional remuneration when computing Employee's regular rate of pay for purposes of paying meal period premium wages during this pay period.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

4. *Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums. and/or Failure to Pay Rest Period Premiums at the Proper Rate of Pay Due to Employer's Failure to Include All Remuneration When Calculating the Regular Rate of Pay for Purposes of Paying Rest Period Premiums*

Next, Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized

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rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 7, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 7 at § 12.

As previously noted, "[t]he regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Employee and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Employer employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and/or compliant rest periods to and other current and former aggrieved California-based hourly non-exempt employees by failing to provide duty-free rest periods of a net 10-minutes for every four hours worked or major fraction thereof.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employees and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 7 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums

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rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

5. *Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802*

Employee maintains that, during her employment, Employer failed to indemnify her and other current and former aggrieved California-based hourly non-exempt employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code § 2802(a) requires, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...."

In this case, Employee maintains that Employer failed to indemnify her and other current and former aggrieved, California-based hourly non-exempt employees for all necessary expenditures and/or losses incurred by them in the discharge of their duties due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Employer's requirement that Employee and other current and former aggrieved, California-based hourly non-exempt employees download an application called "A to Z" on their personal cell phone in order to access Employer's work schedules for them and in order to clock in and out for their shifts and/or meal periods; and
- Employer passed along the costs of direct deposit to Employee and other current and former aggrieved, California-based, hourly non-exempt employees by charging them an ACH fee in the amount of \$38.00.

Furthermore, Employer employed policies and procedures which ensured Employee and other current and former aggrieved California-based hourly non-exempt employees would not receive indemnification for the aforementioned necessary expenditures incurred as result of their employment with Employer. Employer's aforementioned policies, practices, and/or procedures resulted in Employee and other current and former aggrieved California-based hourly non-exempt employees not receiving indemnification for employment-related expenditures in compliance with California law.

For these reasons, Employee will seek both restitution for herself and other current and former aggrieved California-based hourly non-exempt employees for Employer's violations of Labor Code § 2802 and will seek civil penalties under PAGA, Labor Code §2698, et seq., on behalf of the LWDA against Employer if authorized to file a representative action on behalf of the State of California.

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6. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during her employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...."

Employee alleges that Employer committed direct violations of Labor Code section 226, through their policies, practices, and/or procedures, including, but not limited to failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees an accurate itemized wage statement showing (1) the shift differential in Employee's pay; (2) the

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overtime rate; (3) the beginning date of the pay period; and (4) the total hours worked by the employee in a given pay period.

In direct violation of Labor Code Section 226, Employer failed to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with "...either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement..." Employer did not provide Employee and other current and former aggrieved California-based hourly non-exempt employees with any type of physical itemized wage statements whatsoever.

Instead, Employer made Employee's and other current and former aggrieved California-based hourly non-exempt employees' wage statements available electronically, but failed to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a way to access their itemized statements while at work using company computer. Employer further failed to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a way to print free copies of their electronic wage statements at work on printers provided by Employer.

Additionally, Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. *Failure to Timely Pay Final Wages*

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter...." Finally, Labor Code section 203(a) provides, "[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days...."

As a result of the aforementioned violations of the Labor Code, Employee alleges that she was not paid her final wages in a timely manner as required by Labor Code section 203. minimum wages for all hours worked, overtime wages for overtime hours worked, meal period premium wages, and/or rest period premium wages (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges

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that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. *Failure to Provide Suitable Seats*

Section 14(A) of Wage Order 7 provides that: "All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." The "nature of the work" refers to an employee's tasks performed at a given location for which a right to a suitable seat is claimed, rather than a "holistic" consideration of the entire range of an employee's duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for. (*Kilby v. CVS Pharmacy, Inc.* (2016) 63 Cal.4th 1, 8.) Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer's business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee's characteristics. (*Id.*) The nature of the work aside, if an employer argues there is no suitable seat available, the burden is on the employer to prove unavailability. (*Id.*)

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." The suitable seating requirement is a "standard condition labor fixed by the commission." (*Bright v. 99¢ Only Stores* (2010) 189 Cal.App.4th 1472, 1478.) Such conditions "shall be ... the standard conditions of labor for employees." (*Id.*) By incorporating the suitable seating requirement into section 1198's required conditions of labor, a violation of the suitable seating requirement is a violation of section 1198. Employment under a condition that violates section 1198 is "employment ... under conditions of labor prohibited by the order" and, accordingly, "is unlawful."

During the one-year preceding the filing of the original notice with the LWDA, Employee and/or other current and former aggrieved California-based hourly non-exempt employees were employed by Employer as cashiers and/or performed cashiering-related duties for Employer.

As a cashier and/or an employee who performed cashiering duties, Employee's job duties and/or tasks were performed at the cash register and consisted of but were not limited to ringing scanning Employer's customers' grocery items after they were delivered to the Employee's and/or

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other current and former aggrieved California-based hourly non-exempt employees were employed by Employer as cashiers and/or performed cashiering-related duties for Employer's work areas by way of a conveyor belt, thereafter the customers' items were scanned or "rang up" by Plaintiff and/or other current and former aggrieved California-based hourly non-exempt employees were employed by Employer as cashiers and/or performed cashiering-related duties for Employer, and, finally, the items were then taken away from the work area by a conveyor belt that moved the items to the bagging area. These job duties and/or tasks reasonably permitted sitting, and the provision of a seat would not interfere with performance of other tasks, if any, that may have required standing while at the cashier stand.

Employee alleges that the cashier stand in Employer's California stores are generally similar in their layout and design and that there is ample space in the cashier area to allow for the presence and use of a stool or seat by Employer's cashiers and/or employees performing front-end cashiering duties during the performance of their work duties. Employer's cashiers and/or employees performing cashiering duties at Employer's locations spend a substantial portion of their working in the cashier booth. The nature of the cashier position can reasonably be accomplished while using a seat/stool.

Nevertheless, in violation of the Section 14(A) of Wage Order 7, Employer failed to provide Employee and/or other aggrieved employees with suitable seating when the nature of these employees' work reasonably permitted sitting.

Employer's violation of Section 14(A) of Wage Order 7 constitutes a violation of Labor Code Section 1198, which prohibits employment under conditions of labor that violate the IWC Wage Orders.

Based on these violations, Employee will seek civil penalties pursuant to Labor Code section 2699(a) for herself and aggrieved employees for Employer's violation of this section, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California.

9. *Employer's Other Violations of the California Labor Code*

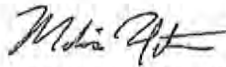
Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

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CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning her wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

A handwritten signature in black ink, appearing to read "Melissa A. Huether".

Melissa A. Huether, Esq.

MATTHEW CUOZZO

c/o DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
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RECEIVED

MAY 18 2021

AMAZON.COM, INC.
LEGAL DEPARTMENT

May 12, 2021

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Cuozzo v. Amazon Retail LLC*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my employer, Amazon Retail LLC (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code § 226(a) whenever "Retro Shift Pay" wages were paid. Specifically, whenever "Retro Shift Pay" wages were paid, the corresponding wage statements failed to identify the applicable rate of pay and hours used to calculate such wages.

The address for the Company is:

Amazon Retail LLC
410 Terry Ave. North
Seattle, WA 98109

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

Matthew Cuozzo

cc: Amazon Retail LLC (by certified mail)