

**AMENDED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**  
**AND RELEASE**

This Amended Class and Representative Action Settlement Agreement and Release (“Agreement”) encompasses the consolidated actions, *Baskerville v. Prompt Delivery, Inc., et. al.*, (Super. Ct. Los Angeles County, 2016, No. BC634669) (“Baskerville Matter”); and *Davis v. Prompt Delivery, Inc., et. al.*, (Super. Ct. Los Angeles County, 2016, No. BC635636) (“Davis Matter”) (collectively the Matters are referred to as “The Consolidated Actions”).

This Agreement is entered into between Plaintiffs SHAUN BASKERVILLE, JONATHAN DAVIS, AND CAESAR JUAREZ, individually, and on behalf of all others similarly situated (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendants PROMPT DELIVERY, INC. DBA SOUTHERN CALIFORNIA MESSENGERS (“SCM”) and AMAZON LOGISTICS, INC. (“Amazon”) on the other hand.

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

**I. DEFINITIONS**

**1. Actions**

“Actions,” “Lawsuits,” or “Matters” mean the civil actions filed by Plaintiffs entitled *Baskerville v. Prompt Delivery, Inc., et. al.*, (Super. Ct. Los Angeles County, 2016, No. BC634669) and *Davis v. Prompt Delivery, Inc., et. al.*, (Super. Ct. Los Angeles County, 2016, No. BC635636).

**2. Class Counsel**

“Class Counsel” means Cohelan Khoury & Singer, Law Offices of Ronald A. Marron APLC, and Kingsley & Kingsley, APC, who, subject to Court approval, shall act as counsel for the Settlement Class.

**3. Class Counsel Award**

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

**4. Class Information**

“Class Information” or “Class Data” means information regarding Settlement Class Members that SCM will compile from its records and provide to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Settlement Class Member’s full name; last known address; dates of employment; and the total number of workweeks during which each Class Member made deliveries to Amazon customers during the Class Period.

**5. Class Members or Settlement Class Members**

“Class Members” or “Settlement Class Members” means all persons who are employed or have been employed as a W-2 hourly non-exempt employee by SCM who provided services as Delivery Drivers pursuant to a contract between SCM and Amazon to deliver packages to Amazon customers in the State of California during the Class Period.

**6. “Class Period”**

“Class Period” means the period from October 23, 2013 to October 20, 2020.

**7. Class Representatives**

“Class Representatives” means Plaintiffs Shaun Baskerville, Jonathan Davis, and Caesar Juarez.

**8. Class Representatives' Enhancement Award**

“Class Representatives' Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payments, in recognition of Plaintiffs' efforts and risks in assisting with the prosecution of the Lawsuits and in return for executing a general release with Defendants.

**9. Class Representatives' Released Claims**

“Class Representatives' Released Claims” means all known and unknown claims against the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representatives' relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Class Representatives further covenant that they will not become a member of any other legal actions against the Releasees, as that term is defined, asserting any of Class Representatives' Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent by law.

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

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or his or her settlement with the debtor or released party.**

**10. Complaint**

“Complaint” means the operative complaint filed on March 8, 2019 in the Consolidated Actions.

**11. Court**

“Court” means the Superior Court for the County of Los Angeles.

**12. Defendants**

“Defendants” means Defendants PROMPT DELIVERY, INC., DBA SOUTHERN CALIFORNIA MESSENGERS, and AMAZON LOGISTICS, INC.

**13. Effective Date**

“Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement Agreement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of

the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

**14. Eligible Workweek**

“Eligible Workweek” means any workweek in which a Class Member was employed by SCM and according to SCM’s records made deliveries to Amazon customers in California during the period from October 23, 2013 to October 20, 2020.

**15. Final Approval Hearing**

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

**16. Final Judgment**

“Final Judgment” means a judgment issued by the Court approving this Agreement as binding upon the Parties, in a form substantially similar to Exhibit 1 hereto. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

**17. Individual PAGA Payment**

The term “Individual PAGA Payment” means the pro rata share of the \$12,500 (25%) amount allocated to alleged aggrieved employees out of the total PAGA Payment that each Class Member who worked during the PAGA Period will receive, without regard to whether that Class Member chooses to opt out of the Class Settlement.

**18. Individual Settlement Payment**

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

**19. LWDA**

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

**20. LWDA PAGA Payment**

“LWDA PAGA Payment” means the payment in the amount of \$37,500 to be made to the LWDA as its 75% share of the \$50,000 PAGA Payment under the Settlement.

**21. Net Settlement Amount**

“Net Settlement Amount” means the Total Settlement Amount less Court-approved Class Counsel Award, Class Representatives’ Enhancement Award, \$50,000 PAGA Payments, and Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

**22. Notice of Class Action Settlement**

“Notice of Class Action Settlement” means the notice approved by the Parties and subject to Court approval, substantially in the form of Exhibit A hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

**23. PAGA**

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

**24. PAGA Payment**

“PAGA Payment” means the payment in the amount of \$50,000 to be paid out of the Total Settlement Amount for PAGA penalties.

**25. PAGA Settlement Group**

The phrase “PAGA Settlement Group” refers to all Class Members who were employed after September 8, 2015 and so will be paid an Individual PAGA Payment, regardless of whether they exclude themselves from the Class Settlement.

**26. PAGA Release**

The phrase “PAGA Release” shall mean any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against Released Parties that were or could have been pled based upon the allegations pled in the operative Complaint and the LWDA notices. Regardless of whether any Class Members opt out of the Class Settlement, they will still be bound by the PAGA Release if they are members of the PAGA Settlement Group. The period of the PAGA Release will extend up to October 20, 2020.

**27. Participating Class Members**

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

**28. Parties**

“Parties” means Plaintiffs and Defendants, collectively.

**29. Plaintiffs**

“Plaintiffs” means Plaintiffs Baskerville, Davis, and Juarez.

**30. Preliminary Approval Date**

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

**31. Qualified Settlement Fund**

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement

Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendants shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

**32. Released Claims**

“Released Claims” shall mean any and all claims and/or causes of action under any state, local or federal law or administrative order by Settlement Class Members and PAGA Settlement Group Members against Released Parties that were or could have been pled based on the allegations of the allegations pled in the operative complaint and the LWDA notices, whether known or unknown, including but not limited to, any claim for: (1) Failure To Pay Regular Pay/Min. Wages in Violation of Labor Code §§ 223, 510, 558.1, 1194, 1194.2, 1197 & IWC Wage Order 9-2001, § 4; (2) Failure To Pay Overtime Premium Pay in Violation of Labor Code §§ 510, 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001, § 3; (3) Failure To Provide Meal Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 11; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 12; (5) Failure To Reimburse For Necessary Expenditures in Violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (6) Failure to Provide Accurate Itemized Wage Statements and Failure to Maintain Records in Violation of Labor Code §§ 226(a), 226.3, 558.1, 1174; (7) Failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (8) Failure to Comply with Client Employer Obligations for Subcontractors in Violation of Labor Code §§ 2810 and 2810.3, *et seq.*; (9) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.*; and



claims for PAGA Penalties (Cal. Labor Code §§ 2698 *et seq.*) based on such alleged violations, any derivative claims under the Fair Labor Standards Act (“FLSA”) or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The period of the Released Claims will extend up to October 20, 2020.

**33. Released Claims Effective Date**

“Released Claims Effective Date” means the date that the Released Claims actually go into effect. The Released Claims do not become effective until the Total Settlement Amount is fully paid to the settlement administrator pursuant to III.10.

**34. Released Parties**

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

**35. Request for Exclusion**

“Request for Exclusion” means a letter setting forth a Class Member’s name, present address, and a statement electing to be excluded from the Class Settlement. However, such Class Members will still be bound by the terms of the PAGA Release if they are members of the PAGA Settlement Group. Specific details of how to submit a “Request for Exclusion” will be provided by the Class Notice.

**36. Response Deadline**

“Response Deadline” means the date sixty (60) days after the Settlement Administrator

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

**37. Settlement**

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

**38. Settlement Administrator**

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

**39. Settlement Administrator Costs**

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

**40. Total Settlement Amount**

“Total Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendants, which is the gross sum of \$2,800,000 and includes, without limitation: the Individual Settlement Payments to Participating Class Members; the Individual PAGA payments to PAGA Settlement Group members; payment of Settlement Administration Costs as approved by the Court; any Class Representatives’ Enhancement Awards to Plaintiffs Shaun Baskerville, Jonathan Davis, and Caesar Juarez as approved by the Court; a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court; and the LWDA PAGA Payment. Payment of the amount necessary to

cover the employer's portion of payroll taxes associated with the 25% portion of the Individual Settlement Payments allocated to wages shall be made by Defendants, separate and apart from the Total Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Stipulation.

## **II. RECITALS**

### **1. Class Certification.**

The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either preliminary or Final Approval of this Settlement, the Parties agree that this stipulation regarding class certification will become null and void.

### **2. Defendants.**

SCM is an independent delivery company that contracted with Amazon beginning in October 2013 for the provision of delivery services to the homes or businesses of Amazon's customers in California.

### **3. Procedural History.**

On September 21, 2016, Plaintiff Baskerville filed the Baskerville Matter in Los Angeles County Superior Court. The Complaint alleged the following class claims only against SCM: (1) Failure to Pay Overtime Premium Pay, (2) Failure to provide Meal Periods, (3) Failure to Provide Rest Periods Premium Pay, (4) Failure to Provide Accurate Wage Statements/Maintain Accurate Payroll Records, (5) Failure to Timely Pay Wages Owed, (6) Unlawful, Unfair and/or Fraudulent Business Practices, and (7) For An Accounting of Wages Owed. Amazon was not a named defendant in the original Baskerville Complaint.

On September 28, 2016, Plaintiffs Davis and Caesar filed the Davis Matter in Los Angeles County Superior Court. The Davis Matter alleged class claims only against SCM for: (1) Failure

to Pay Minimum Wages and/or Overtime - LC 510, 1194 and 1199, (2) Failure to Provide Meal Periods - LC 226.7, 512, (3) Failure to Provide Rest Periods - LC 226.7 (4) Failure to Reimburse Expenses – LC 2802, (5) Failure to Timely Pay Wages – LC 204, (6) Wage Statement Claims – LC 226; (7) Waiting Time Penalties – LC 203, and (8) Unlawful, Unfair, and/or Fraudulent Business Practices–B&P 17200. On December 2, 2016, the Davis Complaint was amended to add a claim for PAGA penalties for the underlying Labor Code violations. Amazon was not a named defendant in the original Davis Complaint.

On June 16, 2017, the Baskerville and Davis matters were consolidated, and on July 17, 2017, the Plaintiffs filed a Consolidated Complaint against SCM only alleging the same claims in the Baskerville and Davis matters on a class and representative basis pursuant to PAGA. On October 17, 2018, Plaintiffs filed a Doe Amendment pleading naming Amazon Logistics, Inc. as a defendant. Amazon disputed that it was a proper Doe defendant. On February 20, 2019, the Parties filed a stipulation in which Plaintiffs' Consolidated Complaint would be amended to include Amazon Logistics, Inc., with an agreement that any “identified claims,” i.e., claims under Labor Code section 203 (seeking waiting time penalties), Labor Code section 226 (seeking waiting time penalties), and claims brought under Labor Code section 2698 (seeking PAGA penalties) asserted against Amazon are dismissed and no remaining claims asserted against Amazon would relate back to any previously filed pleading. The Court approved the Stipulation and an Amended Consolidated Complaint followed accordingly on March 8, 2019.

On September 18, 2019, all Parties attended an all-day mediation with Tripper S. Ortman, Esq., and subsequent arms-length settlement negotiations resulted in this Settlement. These negotiations addressed the class and PAGA claims alleged by Plaintiffs.

Before the mediation and negotiations, Plaintiffs had documents and information regarding SCM's policies and work performed by Class Members who made Amazon deliveries. This discovery was sufficient to enable the Representative Plaintiffs and Class Counsel to evaluate the

strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Actions, dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Actions. SCM contends, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Settlement Class Members' employment. Amazon specifically denies that it employed any of the Class Members at issue. Amazon further denies any joint employer relationship with SCM. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of either of the Defendants collectively or individually, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendants to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

**4. Benefits of Settlement to Class Members.**

Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Actions, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class Counsel have considered Defendants' agreement to enter into a settlement that confers substantial relief upon the members of the Settlement Class. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendants, numerous potential appellate issues, and other risks inherent in litigation.

**5. Defendants' Reasons for Settlement.**

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

**6. Settlement of Disputed Claims.**

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

**III. TERMS OF AGREEMENT**

**1. Release as To All Participating Class Members.**

As of the Released Claims Effective Date, the Participating Class Members, including Plaintiffs, release the Released Parties from the Released Claims for the Class Period.

**2. PAGA Release as to All Class Members.**

As of the Released Claims Effective Date, the PAGA Settlement Group individuals release

the Released Parties from all PAGA claims covered by the PAGA Release.

**3. Release of Claims by Plaintiffs.**

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

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with SCM and alleged joint employment with Amazon.

**4. Requests for Exclusion.**

Individuals who fall within the definition of the Settlement Class may choose to exclude themselves as a Participating Class Member and request to be excluded from the Class under such procedures specified in Section III.8(e) of this Agreement. Any such persons who exclude themselves from the Class will not receive any portion of the settlement and will not be bound by the release in the paragraph III.1. above. However, the release noted in paragraph III.2. above will take effect whether or not a Participating Class Member or member of the PAGA Settlement Group receives his or her individual settlement payment or cashes and deposits any check for the individual settlement payment or Individual PAGA Payment. Because the settlement of PAGA claims in this Litigation is not a class action settlement subject to class action procedures, no Class



Members can exclude themselves from being included in the settlement of PAGA claims and being subject to the PAGA Release if the court approves the PAGA Group Settlement. PAGA Group Members will be sent their Individual PAGA Payment regardless of whether they opt out of the Class Settlement and all will be bound by the PAGA Release. Class Members who validly and timely exclude themselves from the Class will not be bound by the release of any claims that are not PAGA claims.

Every Class Member who does not validly and timely submit a Request for Exclusion shall be deemed a Participating Class Member. The Parties' counsel shall receive a copy of all valid Requests for Exclusion from the Settlement Administrator within seven (7) calendar days of the final date to opt-out.

**5. Tax Treatment.**

All individual Settlement Payments shall be allocated as follows: 25% to wages and expenses and 75% to penalties and interest. The 25% portion of Settlement Payments subject to required withholdings and deductions by the Settlement Administrator shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments. The employer's share of payroll taxes on the amounts allocated as wages and expenses shall be paid to the Settlement Administrator by Defendants separately from the Total Settlement Amount. Plaintiffs and Class Members should consult with their tax advisors concerning the tax consequences of any Individual Settlement Payment they may receive under the Settlement.

**6. Circular 230 Disclaimer.**

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges

and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

**7. Preliminary Approval of Settlement.**

Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying the Settlement Class for settlement purposes only and setting a date for a Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Plaintiffs shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) preliminarily approving the proposed Settlement; (ii) allowing the filing of the proposed Third Amended Complaint; and (iii) setting a date for Final Approval. Class Counsel agrees to provide Counsel for Defendants with drafts of the Motion for Preliminary Approval and any other documents they intend to submit in support of their Motion for Preliminary Approval in advance of the filing of such documents at

least seven days before filing to allow Counsel for Defendants a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendants. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.

**8. Settlement Administrator.**

Within thirty (30) days of the Court granting Preliminary Approval of this Agreement, SCM shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Settlement Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendants, except that relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Stipulation and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against either of the Defendants or any other Released Parties and will only be used to administer the Settlement under the terms provided herein.

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

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

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within thirty (30) days of preliminary approval of this Settlement, the Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Settlement Class

Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

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

c. Disputes Regarding Individual Settlement Payments.

Settlement Class Members who disagree with the number of work weeks stated on their Notice of Class Action Settlement derived from the Class Information may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Participating Class Member's eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any

Individual Settlement Payment will be binding upon the Settlement Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendants' records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

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

e. Exclusions.

The Notice of Class Action Settlement shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name and address of the Settlement Class Member requesting exclusion; (2) contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement except the PAGA Release, and will not have any right to object to or appeal the settlement. The Individual PAGA Payment will be an equal payment to all PAGA Settlement Group members calculated as follows 25% of the PAGA Payment (\$12,500) divided by the number of PAGA Settlement Group members.

Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final

Judgment entered in this Action.

No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Settlement Class who have timely submitted a Request for Exclusion.

f. Objections.

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

**9. No Solicitation of Settlement Objections or Exclusions.**

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no

time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment.

**10. Funding of the Qualified Settlement Fund.**

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions for paying the Total Settlement Amount (\$2,800,000) into the QSF. The Settlement Administrator will also inform Defendants of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than fourteen (14) days after the Effective Date, Defendants shall fund the QSF.

**11. Net Settlement Amount.**

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representatives' Enhancement Awards, Individual and LWDA PAGA Payments, and Settlement Administrator Costs from the Total Settlement Amount. The anticipated Net Settlement Amount is \$1,716,666.67. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$2,800,000.00
Requested Class Rep. Enhancement Award:	\$30,000 (\$10,000 each)
Requested Class Counsel Fees:	\$933,333.33
Requested Class Counsel Costs:	\$40,000.00
Individual PAGA Payments to PAGA Settlement Group Members	\$12,500
LWDA PAGA Payment:	\$37,500.00
Settlement Administrator Costs:	\$30,000.00
<b>Net Settlement Amount</b>	<b>\$1,716,666.67</b>

This is a non-reversionary Settlement in which Defendants will pay the entire Total Settlement Amount. No portion of the Total Settlement Amount will revert to Defendants. The employers' share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Total Settlement Amount. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees will be returned to the Net Settlement Amount and distributed to the Settlement Class.

a. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula as follows: (i) First, using the Class Information, the Settlement Administrator will compute the total number of eligible workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the workweek total; (ii) Second, the Settlement Administrator will divide the Net Settlement Amount by the workweek total to determine the settlement value for each eligible workweek (the "Workweek Value"); and (iii) Third, the Settlement Administrator will multiply the number of eligible workweeks of a Participating Settlement Class Member during the Class Period by the Workweek Value to determine that Settlement Class Member's Individual Settlement Payment.

Twenty-five percent (25%) of the Settlement Payment to each Participating Settlement Class Member shall be deemed payment for settlement of claims for wages and expenses and will be subject to appropriate deductions and withholdings calculated and made by the Settlement Administrator. Seventy-five percent (75%) of the Settlement Payment to each Participating Settlement Class Member shall be deemed payment for settlement of claims for penalties and interest and other non-wage payments not subject to withholdings.

The portion of Individual Settlement Payments subject to required withholdings and



deductions by the Settlement Administrator shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the portion of the Individual Settlement Payments allocated for settlement of claims for penalties and interest.

Settlement Class Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendants make no representation, and it is understood and agreed that Defendants have made no representation, as to the taxability to any Settlement Class Members of any portion of the Settlement Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representatives' Enhancement Awards to the Class Representatives. The Notice will advise each Class Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendants, the Class Representatives, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) days after Defendants fully fund the settlement.

**12. Unclaimed Settlement Payment(s).**

After one hundred and eighty (180) days of the mailing of the Individual Settlement Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement

Payment checks (“Unclaimed Settlement Payments”) shall be deposited to the State of California Unclaimed Property Fund in the name of each Settlement Class Member who did not cash his or her Individual Settlement Payment check.

As part of the administration, one hundred (100) days before the Individual Settlement Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Settlement Class Members whose settlement checks were not returned undeliverable and who have not cashed their checks.

**13. Class Representatives’ Enhancement Awards.**

Defendants agree not to oppose or object to Plaintiffs’ application to the Court for Class Representatives’ Enhancement Awards of up to \$10,000 each. The Class Representatives’ Enhancement Awards shall be paid to Plaintiffs from the Total Settlement Amount no later than fifteen (15) days after Defendants fully funds the settlement. The Class Representatives’ Enhancement Awards shall be in addition to the Plaintiffs’ Individual Settlement Payments as Settlement Class Members. Any amount requested by Plaintiffs for the Class Representatives’ Enhancement Awards and not granted by the Court shall return to the Net Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.

**14. Class Counsel Award.**

Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys’ fees in the amount of up to thirty-three and one-third percent (33.33%) of the Total Settlement Amount. Defendants further agree not to oppose any application or motion by Class Counsel for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel’s prosecution of this matter, to be paid from the Total Settlement Amount, not to exceed \$933,333.33. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) days after Defendants fully fund the settlement. Any amount requested by Class Counsel for the Class

Counsel Award and not granted by the Court shall return to the Net Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.

**15. Settlement Administrator Costs.**

The Parties agree to allocate up to \$30,000.00 of the Total Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Settlement Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) days after Defendants fully fund the settlement.

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

a. Responsibilities of the Settlement Administrator.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the data provided by Defendants to calculate each Class Member's approximate Individual Settlement Payment; ascertaining the identity and whereabouts of the Class Members; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement to the Class Members as directed by the Court; receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiffs, Class

Counsel, Participating Class Members, and the LWDA; notifying the Parties of, and resolving any disputes regarding, the calculation of Class Members' Individual Settlement Amounts; complying with all tax reporting notice and filing requirements and tax withholding and payment requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

**16. LWDA and Individual PAGA Payments.**

A total amount of \$50,000 from the Total Settlement Amount will be allocated to be paid as penalties under PAGA. Seventy-five percent (75%) of this amount, or \$37,500, will be the LWDA PAGA Payment and the remaining twenty-five (25%), or \$12,500, will be payable to PAGA Settlement Group members as their Individual PAGA Payment, calculated as set forth in Section III.8(e).

Any additional amount ordered by the Court to be paid for PAGA penalties shall be paid from the Total Settlement Amount and distributed 75% to the LWDA and 25% to PAGA Settlement Group members as set forth in the Agreement; in no event shall Defendants be required to pay in excess of the Total Settlement Amount.

**17. Final Approval Hearing and Entry of Final Judgment.**

Upon expiration of the Response Deadline, with the Court's permission, a final approval hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representatives' Enhancement Awards; (iii) Individual Settlement Payments; (iv) PAGA penalties and associated payments PAGA and (v) Settlement Administrator Costs.

**18. Final Approval Order.**

Plaintiffs will request, and Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiffs will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; approve the terms of the Settlement; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order. Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' Fees, Costs, and Class Representatives' Enhancement Awards, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendants with drafts of all documents they intend to submit in support of their Motion for Final Approval and application for attorneys' fees and costs in advance of the filing of such documents at least seven days in advance of filing to allow Counsel for Defendants a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendants. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order, including a good faith attempt to address and/or cure any issues identified by the Court as necessary for Final Approval.

**19. Nullification of Settlement Agreement.**

In the event: (i) the Court denies with prejudice preliminary approval of the Settlement; (ii) the Court denies with prejudice final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

To the extent that more than 50 Settlement Class Members submit valid Requests for

Exclusion, Amazon has the option to nullify this settlement within ten (10) days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiffs' counsel. If Amazon exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Amazon.

**20. Class Certification.**

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

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

**21. Confidentiality Provision**

The Parties agree to keep the Settlement confidential up to and until the Court grants preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Agreement with the Court. Thereafter, the parties will agree to make no comments to the media or otherwise publicize the terms of the settlement, except that in

response to media inquiries the Parties may refer the inquirer to the Settlement documents filed in Court. To the extent there are questions, the Parties will confer as to appropriate statements, if any, to be made. All Plaintiffs have been advised to keep this matter confidential.

**22. No Effect on Employee Benefits.**

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

**23. No Admission by Defendants.**

Defendants deny any and all claims alleged in these Actions and deny all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants.

**24. Representation.**

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

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

**25. Exhibits and Headings.**

The terms of this Agreement include the terms set forth in any attached Exhibits, which are

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

**26. Interim Stay of Proceedings.**

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

**27. Amendment or Modification.**

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

**28. Entire Agreement.**

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

**29. Authorization to Enter into Settlement Agreement.**

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of



any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of each Defendant represent and warrant that they are authorized to sign this Agreement on behalf of that Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

**30. Binding on Successors and Assigns.**

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

**31. California Law Governs.**

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

**32. Counterparts.**

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

**33. Jurisdiction of the Court.**

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

**34. Invalidity of Any Provision.**

Before declaring any provision of this Agreement invalid, the Court shall first attempt to

construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

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

**IT IS SO AGREED:**

Dated: 2/2/2021

By:   
SHAUN BASKERVILLE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JONATHAN DAVIS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CAESAR JUAREZ

Dated: \_\_\_\_\_

**AMAZON LOGISTICS, INC.**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**PROMPT DELIVERY, LLC DBA SOUTHERN CALIFORNIA MESSENGERS**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

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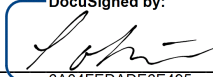
Dated: \_\_\_\_\_

By: \_\_\_\_\_

**SHAUN BASKERVILLE**

DocuSigned by:

Dated: January 30, 2021

By:  \_\_\_\_\_

**JONATHAN DAVIS**

6A04FE0ADE6E495

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**CAESAR JUAREZ**

Dated: \_\_\_\_\_

**AMAZON LOGISTICS, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**PROMPT DELIVERY, LLC DBA SOUTHERN CALIFORNIA MESSENGERS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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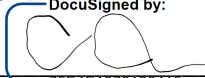
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SHAUN BASKERVILLE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JONATHAN DAVIS

Dated: January 29, 2021

By:  \_\_\_\_\_  
CAESAR JUAREZ

Dated: \_\_\_\_\_

**AMAZON LOGISTICS, INC.**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**PROMPT DELIVERY, LLC DBA SOUTHERN CALIFORNIA MESSENGERS**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**IT IS SO AGREED:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SHAUN BASKERVILLE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JONATHAN DAVIS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CAESAR JUAREZ

Dated: February 2, 2021  
\_\_\_\_\_

**AMAZON LOGISTICS, INC.**

DocuSigned by:  
By: Udit Madan  
4EEBE079C4FE43E...

Print Name: UDIT MADAN  
\_\_\_\_\_

Title: Authorized Representative  
\_\_\_\_\_

Dated: \_\_\_\_\_

**PROMPT DELIVERY, LLC DBA SOUTHERN CALIFORNIA MESSENGERS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

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**IT IS SO AGREED:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SHAUN BASKERVILLE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JONATHAN DAVIS


Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CAESAR JUAREZ

Dated: \_\_\_\_\_

**AMAZON LOGISTICS, INC.**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: 01/29/2021

**PROMPT DELIVERY, LLC DBA SOUTHERN CALIFORNIA MESSENGERS**  
By:   
Print Name: JOHN S NEIMAN  
Title: CEO/V.P.

**SIGNATURES CONTINUED ON NEXT PAGE**

**APPROVED AS TO FORM:**

Dated: 2/2/2021

**COHELAN KHOURY & SINGER**

By:  \_\_\_\_\_

J. Jessica Hill  
Attorneys for Plaintiff Shaun Baskerville and  
the Proposed Class

Dated: \_\_\_\_\_

**LAW OFFICES OF RONALD A. MARRON**

By: \_\_\_\_\_

Ronald A. Marron  
Attorneys for Plaintiff Shaun Baskerville and  
the Proposed Class

Dated: \_\_\_\_\_

**KINGSLEY & KINGSLEY, APC**

By: \_\_\_\_\_

Liane Katzenstein Ly  
Attorneys for Plaintiffs Jonathan Davis, Caesar  
Juarez and the Proposed Class

Dated: \_\_\_\_\_

**MORGAN, LEWIS & BOCKIUS LLP**

By: \_\_\_\_\_

John S. Battenfeld  
Brian D. Fahy  
Tuyet T. Nguyen Lu  
Attorneys for Defendants AMAZON  
LOGISTICS, INC.

Dated: \_\_\_\_\_

**KASHFIAN & KASHFIAN LLP**

By: \_\_\_\_\_

Robert A. Kashfian  
Attorneys for Defendant PROMPT DELIVERY  
LLC DBA SOUTHERN CALIFORNIA  
MESSENGERS

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

**COHELAN KHOURY & SINGER**

By: \_\_\_\_\_

J. Jason Hill  
Attorneys for Plaintiff Shaun Baskerville and  
the Proposed Class

Dated: \_\_\_\_\_


**LAW OFFICES OF RONALD A. MARRON**

By: \_\_\_\_\_

Ronald A. Marron  
Attorneys for Plaintiff Shaun Baskerville and  
the Proposed Class

Dated: February 1, 2021

**KINGSLEY & KINGSLEY, APC**

By:  \_\_\_\_\_

Liane Katzenstein Ly  
Attorneys for Plaintiffs Jonathan Davis, Caesar  
Juarez and the Proposed Class

Dated: \_\_\_\_\_

**MORGAN, LEWIS & BOCKIUS LLP**

By: \_\_\_\_\_

John S. Battenfeld  
Brian D. Fahy  
Tuyet T. Nguyen Lu  
Attorneys for Defendants AMAZON  
LOGISTICS, INC.

Dated: \_\_\_\_\_

**KASHFIAN & KASHFIAN LLP**

By: \_\_\_\_\_

Robert A. Kashfian  
Attorneys for Defendant PROMPT DELIVERY  
LLC DBA SOUTHERN CALIFORNIA  
MESSENGERS



**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

**COHELAN KHOURY & SINGER**

By: \_\_\_\_\_

J. Jason Hill  
Attorneys for Plaintiff Shaun Baskerville and  
the Proposed Class

Dated: \_\_\_\_\_

**LAW OFFICES OF RONALD A. MARRON**

By: Ronald A. Marron

Ronald A. Marron  
Attorneys for Plaintiff Shaun Baskerville and  
the Proposed Class

Dated: \_\_\_\_\_

**KINGSLEY & KINGSLEY, APC**

By: \_\_\_\_\_

Liane Katzenstein Ly  
Attorneys for Plaintiffs Jonathan Davis, Caesar  
Juarez and the Proposed Class

Dated: 02/02/21

**MORGAN, LEWIS & BOCKIUS LLP**

By: John S. Battenfeld

John S. Battenfeld  
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