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**ELECTRONICALLY FILED**

Superior Court of California,  
County of San Diego

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Clerk of the Superior Court  
By Lee McAlister, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

RICK RANDOLPH, on behalf of himself, all  
other aggrieved persons, and the general public,

Plaintiff,

v.

AMAZON.COM, LLC, a Delaware Limited  
Liability Company; NEA DELIVERY, LLC, a  
California Limited Liability Company; and  
DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2017-00011078-CU-OE-CTL  
ASSIGNED FOR ALL PURPOSES TO:  
The Honorable Ronald L. Styn  
Department 74

**CLASS ACTION**

**~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS AND  
PAGA REPRESENTATIVE ACTION  
SETTLEMENT**

Date: September 25, 2020  
Time: 8:30 a.m.  
Dept: 74  
Judge: Hon. Ronald L. Styn

Complaint Filed: March 27, 2017  
Trial date: May 3, 2019

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6 *Counsel for Plaintiff*

1 This matter came on for hearing on September 25, 2020 at 8:30 a.m. in Department 74 of the above-  
2 captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class and PAGA  
3 Representative Action Settlement ("Motion"). The Court, having fully reviewed the Motion, the supporting  
4 memorandum of points and authorities, the Declaration of Class Counsel J. Jason Hill filed in support thereof,  
5 the Class and Representative Action Settlement Agreement and Release ("Agreement") attached as Exhibit  
6 "A" to the Hill Declaration, and the Notice of Settlement of Class and PAGA Representative Action ("Notice  
7 of Settlement") attached as Exhibit "1" to the Agreement, and having carefully analyzed the Agreement and  
8 the proposed Notice of Settlement and in recognition of the Court's duty to make a preliminary determination  
9 as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be  
10 reasonable, to ensure proper notice is provided to all Settlement Class Members in accordance with due  
11 process requirements, and to set a Final Approval Hearing to consider the proposed settlement as to the good  
12 faith, fairness, adequacy and reasonableness of any proposed settlement, THE COURT HEREBY MAKES  
13 THE FOLLOWING DETERMINATIONS AND ORDERS:

14 1. The Court conditionally finds that, for the purposes of approving this settlement only, the  
15 proposed Class meets the requirements for certification under section 382 of the California Code of Civil  
16 Procedure: (a) the proposed Class is ascertainable and so numerous that joinder of all members of the class  
17 is impracticable; (b) there are questions of law or fact common to the proposed Class, and there is a well-  
18 defined community of interest among members of the proposed Class with respect to the subject matter of  
19 the class action; (c) the claims of the Class Representatives are typical of the claims of the members of the  
20 proposed Class; (d) the Class Representatives have and will fairly and adequately protect the interests of the  
21 Members of the Class; (e) a class action is superior to other available methods for an efficient adjudication  
22 of this controversy in the context of settlement; and (f) the counsel of record for the Class Representatives  
23 are qualified to serve as counsel for him as well as her representative capacity and for the Class.

24 2. The Court finds on a preliminary basis that the Agreement, attached to the Declaration of J.  
25 Jason Hill as Exhibit "A", incorporated herein by this reference in full, and made a part of this Order of  
26 preliminary approval, appears to be within the range of reasonableness of a settlement which could ultimately  
27 be given final approval by this Court.

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1           3.       Further, it appears to the Court on a preliminary basis that: (a) the settlement amount is fair  
2 and reasonable to the Settlement Class Members when balanced against the probable outcome of further  
3 litigation relating to class certification, liability and damages issues and potential appeals; (b) significant  
4 investigation, research, and informal discovery have been conducted such that counsel for the Parties at this  
5 time are able to reasonably evaluate their respective positions; (c) settlement at this time will avoid substantial  
6 costs, delay and risks that would be presented by the further prosecution of the litigation; and (d) the proposed  
7 Settlement has been reached as the result of intensive, serious and non-collusive negotiations facilitated by  
8 an experienced mediator at mediation and between the Parties.

9           4.       Accordingly, good cause appearing, the Motion for Order Granting Preliminary Approval of  
10 Class Action Settlement is hereby GRANTED, and as a part of said preliminary approval, the Court accepts  
11 and incorporates the Agreement and orders that the Class be conditionally certified for settlement purposes  
12 only pursuant to the terms and conditions contained in the Agreement.

13           5.       For purposes of this Settlement, the Class is defined as means all persons who are employed  
14 or have been employed as a W-2 hourly non-exempt employee by NEA Delivery, LLC who provided services  
15 as Delivery Drivers pursuant to a contract between NEA and Amazon to deliver goods to Amazon customers  
16 in the State of California during the period from October 17, 2014 to May 29, 2019.

17           6.       The Court further finds that the proposed Notice of Settlement advises Settlement Class  
18 Members of (a) the pendency of the Class Action; (b) the conditional certification of the Class for settlement  
19 purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the date of the Final Approval  
20 Hearing; (e) the terms of the proposed Settlement and the benefits available to Settlement Class Members  
21 thereunder; (f) their right to receive their proportionate share of the Net Settlement Amount without the need  
22 to return a claim form; (g) their right to request exclusion and the procedures and deadline for doing so; (h)  
23 their right to object to the Settlement, and the procedure for doing so; and (i) their right to file documentation  
24 in support of or in opposition to, and to appear in connection with, said hearing. The Court further finds that  
25 the Notice of Settlement clearly comports with all constitutional requirements, including those of due  
26 process.

27           7.       Accordingly, good cause appearing, the Court hereby APPROVES the Notice of Settlement  
28 attached hereto as Exhibit 1.

1           8.       The Court further finds that the mailing to the last known address of Settlement Class  
2 Members as specifically described within the Agreement, with measures taken for verification of an address  
3 and skip tracing set forth therein, constitutes an effective method of notifying Settlement Class Members of  
4 their rights with respect to the class action and Settlement. Accordingly, it is hereby ORDERED, that:

5           A.       CPT Group, Inc. be appointed the Settlement Administrator to administer the settlement of  
6 this matter as more specifically set forth in the Agreement;

7           B.       The law firm of Cohelan Khoury & Singer, Law Offices of Ronald A. Marron APLC, and  
8 Law Offices of Todd M. Friedman be appointed as Class Counsel.

9           C.       Plaintiffs Rick Randolph and Veronica Thomas be appointed as Class Representatives.

10          D.       Within thirty (30) calendar days after entry of a Preliminary Approval Order, Defendants shall  
11 transmit to the Settlement Administrator in a readable, ready to use electronic excel format spreadsheet, each  
12 Settlement Class Member's (1) full name; (2) last known mailing address; (3) social security Number; (4)  
13 dates of employment; and (5) the total number of workweeks worked during the Class Period ("Class Data").

14          E.       Within thirty (30) calendar days after receipt of the Class Data, the Settlement Administrator  
15 shall mail the Notice of Settlement to each Settlement Class Member. The Notice of Settlement shall be  
16 mailed by first class, regular U.S. mail, using the most current mailing address information available, with  
17 measures taken for updating an address as provided by the terms of the Agreement.

18          F.       On or before the Response Deadline (the 60th day of the initial date the Settlement  
19 Administrator mails the Notice of Settlement to Settlement Class Members), Settlement Class Members who  
20 wish to exclude themselves from the Settlement must submit a written Request for Exclusion to the  
21 Settlement Administrator, which must include: (1) the full name and address of the Settlement Class Member  
22 requesting exclusion; (2) a statement expressing that the Settlement Class Member elects to be excluded from  
23 the Settlement; (3) the signature of the Settlement Class Member; and (4) a postmark dated on or prior to  
24 the Response Deadline. Settlement Class Members who receive a remailed Notice of Settlement shall have  
25 their Response Deadline extended twenty (20) days from the original Response Deadline.

26          G.       On or before the Response Deadline, Settlement Class Members who wish to dispute their  
27 number of weeks worked during the Class Period, must postmark and mail to the Settlement Administrator  
28 an explanation in writing describing why the information is wrong, together with any and all supporting

1 information and documentation to support their explanation, in the manner set forth in the Notice of  
2 Settlement. Settlement Class Members who receive a remailed Notice of Settlement shall have their Response  
3 Deadline extended twenty (20) days from the original Response Deadline.

4 H. On or before the Response Deadline, Settlement Class Members who wish to submit a  
5 written objection may return a written objection to the Settlement Administrator, which should include: (1)  
6 the full name and address of the objecting Settlement Class Member; (2) the basis for the objection; and (3)  
7 whether the Settlement Class Member intends to appear at the final approval hearing.

8 I. The Third Amended Complaint attached as Exhibit 2 to the Agreement shall be filed within  
9 ten days of entry of this Order. Pursuant the to terms of the Agreement, Defendants will not be required to  
10 respond to the Third Amended Complaint unless the Court does not approve this Settlement or there is no  
11 Final Judgment. If the Court does not approve this Settlement or there is no Final Judgment, Defendants will  
12 have forty-five (45) days thereafter to respond to Plaintiffs' Third Amended Complaint.

13 9. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before the  
14 undersigned at 8:30 a.m. on March 26, 2021, in Department 74 of the Superior Court for the State of  
15 California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, to  
16 consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by  
17 this Order of Preliminary Approval, and to consider the application for a service payment award to the named  
18 Plaintiff/Class Representative, for Settlement Administration expenses and for Class Counsel's  
19 attorneys' fees and litigation expenses incurred.

20 10. IT IS FURTHER ORDERED that if for any reason the Court does not execute and file an  
21 Order Granting Final Approval, it shall be as if the Agreement and the proposed Settlement that is the  
22 subject of this Order Granting Preliminary Approval had never been entered and the Parties shall be restored  
23 without prejudice to their status quo ante rights in the litigation, as more specifically set forth in the  
24 Agreement.

25 11. IT IS FURTHER ORDERED that pending further order of this Court, all proceedings in this  
26 matter, except those in furtherance of the Agreement, are stayed.

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1           12.     The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from  
2 time to time without further notice to Settlement Class Members.

3 **IT IS SO ORDERED.**

4           Dated: 10/05/2020  
5 \_\_\_\_\_



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7 Honorable Ronald L. Styn  
8 Judge of the Superior Court of California  
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# **EXHIBIT 1**



**Superior Court of California, County of San Diego  
Consolidated Lawsuits Of**

*Randolph v. Amazon.com, LLC, et. al.*, (Super. Ct. San Diego County, 2017, No. 37-2017-00011078-CU-OE-CTL) (“Randolph Matter”); and *Thomas v. NEA Delivery, LLC, et al.*, (Super. Ct. Alameda County, 2017, RG17855208) (“Thomas Matter”)

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected whether you act or don’t act.*

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

To: All persons who worked for NEA Delivery, LLC D/B/A First Delivery & Logistics, LLC (“NEA”) to deliver packages to Amazon customers in the state of California at any time from October 17, 2014 to May 29, 2019 (the “Settlement Class” or “Settlement Class Members”).

Two actions, brought on NEA drivers’ behalves by Rick Randolph and Veronica Thomas (“Plaintiffs”) against NEA; Avitus, Inc., D/B/A Avitus Group (“Avitus”); and Amazon Logistics, Inc. and Amazon.com LLC (together “Amazon”) (collectively “Defendants”), have been settled for \$3,200,000.00. If the Court approves this Settlement then Settlement Class Members will receive payments based on the number of weeks each Class Member made deliveries to Amazon customers in California during the Class Period. You are receiving this Notice because based on NEA’s records, you are a Class Member.

If you are a Settlement Class Member, as described above, you are eligible for a payment from the Settlement described in this Notice without the need to return a claim form.

**PLEASE READ THIS NOTICE CAREFULLY.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	To receive your settlement payment, you do not need to do anything. Your payment will be automatically mailed to you if the Court grants final approval of the Settlement. <i>[You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]</i>
<b>EXCLUDE YOURSELF</b>	If you ask to be excluded and money is later awarded, you won’t share in that. But, you keep any rights as an individual to sue NEA, Avitus, and/or Amazon separately about the same legal claims that are being settled. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. <b>The deadline to submit a Request for Exclusion is [60 calendar days from date of mailing].</b>
<b>OBJECT</b>	Object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator and, if you wish, appear at the Final Approval Hearing. If you submit a Request for Exclusion from the

	Settlement, you cannot also object to it. <b>The deadline to submit an objection is [60 calendar days from date of mailing].</b>
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- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANTS SUPPORT THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER WHO REMAINS IN THE CLASS AND RECEIVES A SETTLEMENT PAYMENT.**

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## BASIC INFORMATION

### 1. **Why was this notice issued**

A Court authorized this notice because you have a right to know about a proposed Settlement of two combined class and representative action lawsuits, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuits, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of San Diego, and the cases are known as *Randolph v. Amazon.com, LLC, et al.*, Case No. 37-2017-00011078-CU-OE-CTL) (“Randolph Matter”); and *Thomas v. NEA Delivery, LLC, et al.*, Case No. RG17855208) (“Thomas Matter”) (the “Lawsuits”).

### 2. **What are these lawsuits about?**

On March 27, 2017, Rick Randolph filed a representative action under California’s Private Attorneys General Act of 2004 (“PAGA”), on behalf of drivers employed by NEA in California to deliver packages to Amazon customers. The *Randolph* Matter alleges that NEA and Amazon did not pay delivery drivers all overtime and minimum wages they earned; did not provide them required meal periods; did not offer them required paid rest periods; did not reimburse them for all of their expenses; did not provide them with accurate wage statements; and did not timely pay them all wages earned when they left the company. On April 3, 2017, Veronica Thomas filed a class action complaint against NEA and Avitus based on similar allegations as those made in the *Randolph* Matter. The *Randolph* Matter and the *Thomas* Matter have been combined as one lawsuit in the San Diego court for purposes of settlement as a class and representative action as to all Defendants.

Defendants deny all of the claims in the Lawsuits. Amazon and Avitus specifically deny that either of them was a joint employer or employer of any Class Members, who were employed by NEA. However, Defendants have agreed to settle the Lawsuits to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated.

### 3. **What is a class action?**

In a class action lawsuit, one or more people called Class Representatives (in this case, Rick Randolph and Veronica Thomas) sue on behalf of others who may have similar claims, who are called a class or class members.

### 4. **Why is there a Settlement?**

The Court did not decide in favor of Plaintiffs Rick Randolph or Veronica Thomas, nor did the Court decide in favor of Defendants. Instead, both sides agreed to a no-fault settlement of the Lawsuits (“Settlement”). That way, they avoid the cost of further litigation including a trial, and the people affected will get compensation from the Settlement.

### 5. **Who are the Parties in these Lawsuits?**

Rick Randolph and Veronica Thomas were each delivery drivers for NEA during a portion of the relevant time period or Class Period.

NEA, Avitus and Amazon are the Defendants.

**6. Who are the Attorneys representing the Plaintiffs and the Class?**

<b>COHELAN KHOURY &amp; SINGER</b> Isam C. Khoury J. Jason Hill 605 "C" Street, Suite 200 San Diego, CA 92101-5305 Telephone: (619) 595-3001	<b>LAW OFFICES OF RONALD A. MARRON, APLC</b> Ronald A. Marron 651 Arroyo Drive San Diego, CA 92103 Telephone: (619) 696-9006	<b>LAW OFFICES OF TODD M. FRIEDMAN, P.C.</b> Adrian R. Bacon, Esq. 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367 Telephone: (877) 206-4741
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**THE TERMS OF THE SETTLEMENT**

**7. What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$3,200,000.00 to fully and finally resolve all claims in the Lawsuit (referred to as the "Total Settlement Amount"). Class Counsel will apply to the Court for attorneys' fees of up to \$1,066,666.67 (33.33% of the Total Settlement Amount ); litigation costs estimated at \$40,000; a Class Representative service payment of up to \$10,000 each for Randolph and Thomas for their work and effort in prosecuting this case, risks taken for the payment of costs in the event of loss, and a general release of all claims; settlement administration expenses to CPT Group Inc., estimated at \$30,000, and a payment in the sum of \$56,250 (75% of 75,000) to the California Labor Workforce and Development Agency. The exact amount of the attorneys' fees, litigation costs, Class Representative service payments, and settlement administration expenses will be determined by the Court at the Final Approval hearing if the Settlement is approved.

Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount ("NSA"), is estimated to be \$1,987,083.00. The NSA will be apportioned and paid out entirely, automatically, to all Class Members. No portion of the NSA will revert to Defendants under any circumstances.

**8. How will the Settlement Payments be calculated and how much will my award be?**

Class Members will receive their pro-rata share of the NSA based on the number of weeks they worked for NEA as delivery drivers to deliver packages to Amazon customers in the state of California at any time during the time period of October 17, 2014 to May 29, 2019, when NEA ended its California delivery operations.

Here's how it works – the NSA will be entirely distributed to the members of the Class. The NSA allocated to each individual Class Member will be based on the individual Class Member's total number of weeks worked during the Class Period, in relation to the total number of weeks worked by all Class Members, estimated to be 67,390. Weeks will be calculated by the Settlement Administrator according to NEA's records. It is estimated that Class Members will be paid approximately \$\_\_\_\_\_ per week worked during the Class Period, less applicable tax withholdings, although the actual amount that is paid may be lower or higher than the amount estimated.

Based on NEA's records, you worked \_\_\_\_\_work weeks as a driver during the Class Period. If you wish to dispute your number of work weeks during the Class Period noted above, you must notify the Settlement Administrator in writing, no later than sixty (60) days after the mailing of this notice. Please provide any proof you may have that you worked as a driver for NEA for a different number of weeks during the Class Period.

Settlement Awards shall be subject to applicable withholding taxes on that portion of the payment allocated to wages. Settlement Award payments will be allocated 25% to wages for which an IRS W-2 form will be issued, and 75% to penalties and interest for which an IRS 1099 form will be issued. You will be responsible for the tax

consequences of your Settlement Share, for filing your own returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due.

## HOW TO GET A PAYMENT

### 9. How can I get my Settlement Payment?

If the Settlement is approved, you do not need to do anything to receive your Settlement payment check (“Settlement Award or Settlement Payment”). If the Court approves the Settlement at a final approval hearing, your Settlement Award will be mailed to the address on file with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your Settlement Award will be mailed to the last known address it has on file for you** if the Court approves the settlement.

### 10. When can I expect to receive my Settlement Award?

If the Court approves the settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail or by calling the Settlement Administrator at 800-\_\_\_\_\_.

### 11. What am I giving up to get a Settlement Payment?

Class Members will be giving up or “releasing” the claims described below:

**Release of Claims:** After the Court has approved the Settlement, each Settlement Class Member (“Releasor”) will be bound by the approval and judgment and thereby releases all Defendants and any of their parent, subsidiary, predecessor and affiliated entities or related entities, their current and former directors, officers, managers, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, issuers and assigns, employees, agents, vendors, customers and anyone acting on their behalves (“Releasees”) from any and all claims, whether known or unknown that were or could have been pled based on the allegations of the original and amended Complaints 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 April 19, 2020, although

Class Members should have no potential claims based on alleged violations after May 29, 2019, when NEA stopped providing delivery services to Amazon.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. Can I exclude myself from the Settlement?

If you wish to pursue your own separate lawsuit or arbitration against Defendants for the claims asserted in the Lawsuits, or if you otherwise wish not to participate in the Settlement for whatever reason, you could exclude yourself from this case (that is, “opt out” of the Settlement). To opt out and exclude yourself from the Class and this Settlement, you must provide a signed and dated letter to the Administrator requesting to be excluded from the Class. The letter must state in substance:

“I have read and understand the Notice of Settlement of Class and Representative Action and I wish to exclude myself from the Settlement described in the Notice.”

Your letter requesting to exclude yourself must include the case name: *Randolph v. Amazon.com, LLC, et. al.*, San Diego Superior Court Case No. 37-2017-00011078-CU-OE-CTL, your full name, current address, telephone number and the last four digits of your Social Security Number. It must be addressed to the Administrator at Randolph v. Amazon.com, LLC, et. al. Class Action Settlement Administrator, c/o CPT Group, P. O. Box \_\_\_\_\_, Irvine, CA 9\_\_\_\_, postmarked on or before \_\_\_\_\_, 2020. **[60 days from mailing of Notice Packet]** Requests for exclusion postmarked after this date may be disregarded.

### 13. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. ***If you have a separate arbitration or lawsuit already against any of the Defendants, you should speak to your lawyer in that case immediately.*** You may need to exclude yourself from this Class and this case by the above deadline in order to continue your separate arbitration or lawsuit.

### 14. If I exclude myself, can I get money from this Settlement?

No. If you request to be excluded from the Settlement, you will not receive a Settlement Payment. You also will not be able to object to the Settlement as explained below. The Settlement Payment you would have been entitled to receive will be redistributed to Participating Class Members. No portion of the Settlement monies will go back to Defendants as a result of any person requesting to be excluded from the Settlement.

## OBJECTING TO THE SETTLEMENT

### 15. How do I tell the Court that I don’t like the Settlement?

If you don’t think the Settlement is fair, and you don’t request to be excluded from the Settlement, you can object to the Settlement and tell the Court that you don’t agree with the Settlement or some part of it before the Court decides whether to grant final approval of the Settlement.

To object, you must submit a timely written objection to the Administrator. Your objection must state that you object to the proposed Settlement of the case entitled *Randolph v. Amazon.com, LLC, et. al.*, (Super. Ct. San Diego County, 2017, No. 37-2017-00011078-CU-OE-CTL. Be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. You must mail your written objection to the Administrator at Randolph v. Amazon.com, LLC, et. al. Class Action Settlement Administrator,



c/o CPT Group, P. O. Box \_\_\_\_\_, Irvine, CA 9\_\_\_\_, postmarked on or before \_\_\_\_\_, 2020. **[60 days from mailing of Notice Packet]** Requests for exclusion postmarked after this date may be disregarded.

If you have questions regarding this Settlement, you should contact attorneys for Plaintiffs and the Class (see Paragraph 6) or the Settlement Administrator. Please **DO NOT** contact attorneys for Defendants or any of the Defendants' managers and supervisors, etc.

## THE COURT'S FINAL FAIRNESS HEARING

### 16. **When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval hearing in Department 74 of the Superior Court of California, County of San Diego located at the Downtown Courthouse, 330 West Broadway, California 92101 on March 26, 2021, at 8:30 a.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives' service payment, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection and indicated an intention to speak at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

### 17. **Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense to support or object to the settlement. If you send an objection, you don't have to come to Court to object but you can if you wish to. As long as you mailed your written objection on time, the Court will consider it. You may also hire and if required pay your own lawyer to attend if you so desire.

### 18. **May I speak at the hearing?**

You may appear at the Final Approval Hearing and ask the Court for permission to speak, however, to be sure that any objection will be considered by the Court, you must submit a timely objection, or a notice of intent to appear at the hearing. To do so, please timely submit the objection or notice of intent to appear to the Settlement Administrator listed in section 15 no later than *[45 days after mailing of postcard.]* Any notice of intent to appear should include a description of any arguments you intend to make.

## GETTING MORE INFORMATION

### 19. **Who may I contact if I have questions about the settlement?**

This Notice is only a summary of the class action Lawsuits and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of San Diego located at the Downtown Courthouse, 330 West Broadway, California 92101, during regular Court hours. You may also contact Class Counsel Cohelan Khoury & Singer if you need more information or have questions. You may also contact the Settlement Administrator by calling toll free 1-\_\_\_\_\_, or you can write to Settlement Administrator, at \_\_\_\_\_ **[insert address]**.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR ANY OF THEIR MANAGERS, SUPERVISORS, OR ATTORNEYS FOR INFORMATION.**

## ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Settlement Award will be sent if the Settlement is approved.

B. **Settlement Award checks should be cashed promptly upon receipt**. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded 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. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.