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14 LEILANI KRYZHANOVSKIY and
PATRICIA SALAZAR

16 UNITED STATES DISTRICT COURT
17 EASTERN DISTRICT OF CALIFORNIA

18 LEILANI KRYZHANOVSKIY and
PATRICIA SALAZAR, individually, on
19 behalf of all others similarly situated, and as a
proxy for the LWDA,

20 Plaintiff,

21 v.

22 AMAZON.COM SERVICES, INC., a
23 Delaware corporation; AMAZON.COM
SERVICES, LLC, a Delaware limited liability
24 company; and DOES 1-100, inclusive,

25 Defendants.

CASE NO. 2:21-cv-01292-BAM

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

CLASS ACTION SETTLEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiffs Leilani Kryzhanovskiy (“Kryzhanovskiy”) and Patricia Salazar (“Salazar”) (collectively, the “Named Plaintiffs”), on behalf of themselves, the Settlement Class, as defined below, the State of California, and the PAGA Settlement Members, as defined below, on the one hand, and Defendants Amazon.com Services, Inc. and Amazon.com Services LLC (“Defendants” or “Amazon”) on the other.

Named Plaintiffs and Defendants (collectively, the “Parties”) enter into this Agreement to effectuate a full and final settlement and preclusive judgment resolving completely and to the fullest extent permitted by law the Released Class Claims and Released PAGA Claims, as defined below, and brought against Defendants in *Kryzhanovskiy v. Amazon.com Services, Inc. et al.* (Case No. 2:21-cv-01292-BAM) in the United States District Court for the Eastern District of California. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Class Claims and Released PAGA Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.

I. RECITALS

WHEREAS, on July 22, 2021, Leilani Kryzhanovskiy filed a putative class action in the Eastern District of California against Defendants alleging various wage-and-hour violations and asserting individual claims for alleged violations of the Fair Employment Housing Act and Labor Code in the matter *Kryzhanovskiy v. Amazon.com Services, Inc. et al.*, Case No. 2:21-cv-01292-BAM (the “Action”);

WHEREAS, on August 20, 2021, Kryzhanovskiy amended her complaint to add claims under the Private Attorneys General Act, codified in California Labor Code §§ 2698 *et seq.*, (“PAGA”);

WHEREAS, on August 31, 2023, the Parties attended a mediation session with experienced professional mediator Lisa Klerman, and, in preparation for mediation, engaged in written discovery and informal exchanges of information, documents, and voluminous data, which enabled a thorough evaluation of the claims, and the likely outcomes, risks, and expense of pursuing litigation;

1 WHEREAS, on September 8, 2023, the Parties reached an agreement in principle to resolve the
2 Action;

3 WHEREAS, the Parties agree that Magistrate Judge Barbara McAuliffe will handle the review
4 and approval of the settlement;

5 WHEREAS, the Parties desire to fully, finally, and forever settle, compromise, and discharge
6 all disputes and claims that exist between them arising from the factual allegations that underlie the
7 Action concerning any and all claims asserted therein, including:

8 Named Plaintiffs’ class claims for: (1) failure to pay overtime under California Labor Code
9 §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor
10 Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, (3) unlawful business
11 practices under Unfair Competition Law including Business and Professions Code sections 17200 *et*
12 *seq.*, and (4) Plaintiff Salazar’s class claim for waiting time penalties in violation of Labor Code
13 §§ 201–203;

14 Named Plaintiffs’ PAGA claims for: (1) failure to pay overtime under California Labor Code
15 §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor
16 Code § 226, (3) failure to pay sick leave in violation of Labor Code § 248.5, and (4) Plaintiff Salazar’s
17 claim for waiting time penalties in violation of Labor Code §§ 201–203; and

18 Kryzhanovskiy’s individual claims for: (1) violation of California’s Equal Pay Act, codified in
19 Labor Code § 1197.5, (2) gender discrimination under California Government Code § 12940(a),
20 (3) retaliation under California Government Code § 12940(h), (4) retaliation under California Labor
21 Code § 1102.5, (5) failure to timely provide payroll records under California Labor Code §§ 226(b)–
22 (c), and (6) failure to timely provide personnel records under California Labor Code § 1198.5.

23 To achieve a full and complete release of the claims against Defendants (and the “Released
24 Parties” as defined in this Agreement), the Named Plaintiffs and Participating Settlement Class
25 Members, as defined in this Agreement (which include any legal heirs and/or successors-in-interest of
26 all Participating Settlement Class Members), through execution of the Agreement, acknowledge that
27 this Settlement Agreement is intended to include in its effect the entirety of the Released Claims, as
28 more fully described in Paragraphs 28, 29, and 62 of this Agreement.

1 **II. DEFINITIONS**

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

4 1. "Action" means *Kryzhanovskiy v. Amazon.com Services, Inc. et al.* (Case No. 2:21-cv-
5 01292-BAM).

6 2. "Attorneys' Fees and Costs" means attorneys' fees sought by Class Counsel for
7 litigation and resolution of the Action, and all reasonable costs incurred by Class Counsel in the Action
8 as outlined in this Agreement. Subject to review and approval by the Court, Class Counsel has
9 indicated that they intend to seek attorneys' fees of not more than one third (1/3) of the Gross Settlement
10 Fund, or One Million Dollars (\$1,000,000.00) plus reasonable costs and expenses in an amount not to
11 exceed Thirty Thousand Dollars (\$30,000.00), which shall be paid from the Gross Settlement Fund.

12 3. "Class Counsel" means and includes Robert J. Wassermann and Jenny D. Baysinger of
13 Mayall Hurley, P.C. and Mark S. Adams of the Law Offices of Mark S. Adams.

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

16 5. "Class List" means a confidential list of all Settlement Class Members and PAGA
17 Settlement Members that Defendants will diligently and in good faith compile from its records and
18 provide to the Settlement Administrator within thirty (30) calendar days after entry of an order granting
19 Preliminary Approval of this Settlement. The Class List will include, to the extent available from
20 Defendants' records, each Class Member's full name; most recent mailing address, and telephone
21 number contained in Defendants' personnel records; Social Security number; dates of employment; the
22 number of "weeks worked" or "workweeks" that each Class Member worked during the Class Period
23 according to Defendants' records; and any other information needed to calculate Individual Settlement
24 Payments. The data provided to the Settlement Administrator will be treated as confidential and will
25 not be disclosed to anyone, except as may be required to applicable tax authorities, pursuant to
26 Defendants' express written consent, by order of the Court, or to carry out the reasonable steps
27 described in this Settlement to locate missing Settlement Class Members. The data provided to the
28 Settlement Administrator will not be shared with Class Counsel.

1 6. “Class Period” means the period from July 22, 2017 through November 7, 2023.

2 7. “Class Representative Enhancement Payment” means the amounts to be paid to Named
3 Plaintiffs, subject to final approval by the Court, in recognition of their effort and work in prosecuting
4 the Action on behalf of Settlement Class Members, and for their general release of claims under Civil
5 Code section 1542. Subject to the Court granting final approval of this Settlement Agreement and
6 subject to the exhaustion of any and all appeals, Named Plaintiffs have stated that they will request
7 Court approval of Class Representative Enhancement Payments of Seventeen Thousand Five Hundred
8 Dollars (\$17,500.00) total, representing Ten Thousand Dollars (\$10,000.00) to Kryzhanovskiy and
9 Seven Thousand Five Hundred Dollars (\$7,500.00) to Salazar.

10 8. “Court” or “Eastern District of California” means the U.S. District Court for the Eastern
11 District of California.

12 9. “Defendants” means Amazon.com Services LLC and Amazon.com Services, Inc.

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

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

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

28 13. “Funding Date” means thirty (30) calendar days after the Effective Date.

1 14. “Gross Settlement Fund” means the non-reversionary amount of Three Million Dollars
2 (\$3,000,000.00), to be paid by Defendants in full satisfaction of all Released Claims, which includes
3 all Individual Settlement Payments to Participating Settlement Class Members, Participating
4 Settlement Class Members’ shares of applicable payroll tax payments (including FICA, FUTA, and
5 SDI contributions), the Class Representative Enhancement Payments to Named Plaintiffs, the PAGA
6 Settlement Amount for release of all PAGA claims, Attorneys’ Fees and Costs, and Settlement
7 Administration Costs. In addition to the amount provided as part of the Gross Settlement Fund,
8 Defendants agree to pay the employer’s share of applicable payroll tax payments (“Employer’s Payroll
9 Tax Payments”). Other than the Employer’s Payroll Tax Payments, in no event will Defendants be
10 liable in the Action for more than the Gross Settlement Fund set forth in this Paragraph, except as to
11 the settlement of Kryzhanovskiy’s individual claims and except as to the Escalation Clause, if triggered,
12 as set forth in Paragraph 60.

13 15. “Individual Settlement Payment” means each Participating Settlement Class Member’s
14 respective share of the Net Settlement Amount.

15 16. “Individual PAGA Payment” means each PAGA Settlement Member’s respective share
16 of the 25% of the PAGA Settlement Amount allocated to PAGA Settlement Members.

17 17. “Named Plaintiffs” means Leilani Kryzhanovskiy and Patricia Salazar.

18 18. “Net Settlement Amount” means the portion of the Gross Settlement Fund remaining
19 after deducting the Class Representative Enhancement Payment, the Class Counsel Award, Settlement
20 Administration Costs, and the PAGA Settlement Amount. The entirety of the Net Settlement Amount
21 will be distributed to Participating Settlement Class Members pro rata, on a per “weeks worked” or
22 “workweek” basis. Participating Settlement Class Members whose employment has ended will be
23 credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the Net
24 Settlement Amount. There will be no reversion of the Net Settlement Amount to Defendants.

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

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

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

8 21. "PAGA Period" means the period from August 20, 2020 through November 7, 2023.

9 22. "PAGA Settlement Amount" means the amount that the Parties agree to allocate to the
10 PAGA Settlement Members and the California Labor and Workforce Development Agency ("LWDA")
11 in connection with resolution of the PAGA claims in the Action. The Parties agree that One Hundred
12 Thousand Dollars (\$100,000.00) of the Gross Settlement Fund will be allocated to the resolution of
13 PAGA Settlement Members' claims arising under PAGA. As required by PAGA, Seventy-Five
14 Percent (75%), or Seventy-Five Thousand Dollars (\$75,000.00), of the PAGA Settlement Amount will
15 be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent (25%), or Twenty-Five Thousand
16 Dollars (\$25,000.00), of the PAGA Settlement Amount will be distributed to PAGA Settlement
17 Members on a pro rata basis based on their respective number of "weeks worked" or "workweeks"
18 during the PAGA Period.

19 23. "PAGA Settlement Members" means all non-exempt employees of Defendants in
20 California during the PAGA Period who received a Signing and/or On Sign Bonus during a workweek
21 when he/she also worked overtime hours, including double-time.

22 24. "Participating Settlement Class Members" means all Settlement Class Members who do
23 not submit timely and valid Requests for Exclusion.

24 25. "Parties" means Named Plaintiffs and Defendants, collectively.

25 26. "Preliminary Approval" means the Court order granting preliminary approval of this
26 Settlement Agreement.

27
28

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

4 28. “Released Class Claims” means all claims, actions, demands, causes of action, suits,
5 debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and
6 legal theories asserted in the operative complaint of the Action, or which relate to the primary rights
7 asserted in the operative complaint, including without limitation claims for (1) failure to pay overtime
8 under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage
9 statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor
10 Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203, and (5) unlawful
11 business practices under Unfair Competition Law including Business and Professions Code sections
12 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.
13 The res judicata effect of the Judgment will be the same as that of the Release.

14 29. “Released PAGA Claims” means all claims for civil penalties pursuant to PAGA based
15 on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the
16 primary rights asserted in the operative complaint, including without limitation PAGA claims for (1)
17 failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish
18 accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in
19 violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201–
20 203. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res
21 judicata effect of the Judgment will be the same as that of the Release. Named Plaintiffs’ LWDA
22 notices are attached as **Exhibit B** to this Settlement Agreement.

23 30. “Released Claims” means the Released Class Claims and the Released PAGA Claims.

24 31. “Released Parties” means Defendants and each of their past, present, and/or future,
25 direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives,
26 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
27 affiliates, divisions, predecessors, successors, assigns, and joint ventures.

28

1 32. “Request for Exclusion” means a letter timely submitted by a Settlement Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth
3 the name and address of the Settlement Class Member requesting exclusion; (ii) include the case name
4 and case number (iii) be signed by the Settlement Class Member; (iv) be returned to the Settlement
5 Administrator; (v) clearly state that the Settlement Class Member does not wish to be included in the
6 Settlement; and (vi) be faxed or postmarked on or before the Response Deadline.

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

13 34. “Settlement Administration Costs” means the reasonable fees and expenses payable
14 from the Gross Settlement Fund to the Settlement Administrator for administering this Settlement,
15 including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating
16 estimated amounts per Settlement Class Member, tax reporting, distributing the LWDA Payment,
17 Gross Settlement Fund, and Class Counsel Award, providing necessary reports and declarations, and
18 other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties.
19 The Parties have agreed to allocate up to Twenty Five Thousand Dollars (\$25,000.00) to Settlement
20 Administration Costs. The Settlement Administration Costs will be paid from the Gross Settlement
21 Fund. In the event the allocated Settlement Administration Costs exceed the actual costs incurred by
22 the Settlement Administrator, the difference shall be a part of the Net Settlement Amount and
23 distributed to the Participating Settlement Class Members.

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

1 Motion for Preliminary Approval, including all executed and necessary exhibits, within thirty (30)
2 calendar days of executing this Settlement Agreement.

3 40. Funding of the Gross Settlement Fund and Employer's Payroll Tax Payments. By the
4 Funding Date, Defendants will make a one-time deposit of the Gross Settlement Fund of Three Million
5 Dollars (\$3,000,000.00) plus the Employer's Payroll Tax Payments into a Qualified Settlement Fund
6 to be established by the Settlement Administrator in exchange for the promises set forth in this
7 Settlement Agreement, including the Releases by the Participating Settlement Class Members, PAGA
8 Settlement Members, and Named Plaintiffs for the Released Claims. The Individual Settlement
9 Payments are not being made for any other purpose and will not be construed as compensation for
10 purposes of determining eligibility for any health and welfare benefits or unemployment compensation.
11 After the Effective Date, the Gross Settlement Fund will be used to pay: (i) Individual Settlement
12 Payments; (ii) the PAGA Settlement Amount; (iii) the Class Representative Enhancement Payment;
13 (iv) the Class Counsel Award; and (v) Settlement Administration Costs.

14 41. Non-Reversionary Settlement. Participating Settlement Class Members are entitled to
15 one hundred percent (100%) of the Net Settlement Amount, to be distributed as outlined in Paragraph
16 18. Defendants maintain no reversionary right to any portion of the Net Settlement Amount, including
17 any increase in the Net Settlement Amount resulting from a reduction in the Class Representative
18 Enhancement Payment, Class Counsel Award, the PAGA Settlement Amount, and/or the Settlement
19 Administration Costs. If there are any timely submitted opt outs or a reduction in the Class
20 Representative Enhancement Payments, Class Counsel Award, the PAGA Settlement Amount, and/or
21 the Settlement Administration Costs, the Settlement Administrator shall proportionately increase the
22 Individual Settlement Payments for each Participating Settlement Class Member so that the amount
23 actually distributed to Participating Settlement Class Members equals one hundred percent (100%) of
24 the corresponding Net Settlement Amount. If the amount of the Employer's Payroll Tax Payment is
25 overestimated, however, funds equivalent to the overestimated amount shall revert to Defendants.

26 42. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for attorneys' fees
27 of not more than one-third (1/3) of the Gross Settlement Fund, or One Million Dollars (\$1,000,000.00)
28 plus reasonable costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00)

1 subject to proof by Class Counsel. The Settlement Administrator (and not Amazon) shall issue an IRS
2 Form 1099 to Class Counsel reflecting the Class Counsel Award. Defendants will not be responsible
3 for attorneys' fees or costs and expenses incurred by any counsel for Named Plaintiffs that is not Class
4 Counsel.

5 43. Class Representative Enhancement Payments. In exchange for general releases of all
6 known and unknown claims that they may have against Defendants and Released Parties based on their
7 employment with Defendants (including a waiver of claims under Civil Code section 1542), and in
8 recognition of their service to the class, Named Plaintiffs shall jointly apply for Class Representative
9 Enhancement Payments of Seventeen Thousand Five Hundred Dollars (\$17,500.00) total, representing
10 Ten Thousand Dollars (\$10,000.00) to Kryzhanovskiy and Seven Thousand Five Hundred Dollars
11 (\$7,500.00) to Salazar. The Class Representative Enhancement Payments will be paid from the Gross
12 Settlement Fund and will be in addition to Named Plaintiffs' Individual Settlement Payments paid
13 pursuant to the Settlement Agreement. The Settlement Administrator (and not Amazon) shall issue an
14 IRS Form 1099 to each of the Named Plaintiffs reflecting their Class Representative Enhancement
15 Payments. Named Plaintiffs agree to assume responsibility for remitting to the Internal Revenue
16 Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts to be
17 deduced by law, if any, from their Class Representative Enhancement Payments. In addition, Named
18 Plaintiffs shall hold Defendants and the Released Parties harmless and indemnify and defend
19 Defendants and the Released Parties for all taxes, interest, penalties, and costs incurred by Defendants
20 or the Released Parties in connection with any claims relating to their non-withholding of taxes from
21 the Class Representative Enhancement Payments.

22 44. Kryzhanovskiy's Individual Settlement Agreement. In exchange for a release of her
23 individual claims for: (1) violation of California's Equal Pay Act, codified in California Labor Code
24 § 1197.5, (2) gender discrimination under California Government Code § 12940(a), (3) retaliation
25 under California Government Code § 12940(h), (4) retaliation under California Labor Code § 1102.5,
26 (5) failure to timely provide payroll records under California Labor Code § 226(b)-(c), and (6) failure
27 to timely provide personnel records under California Labor Code § 1198.5, Kryzhanovskiy will receive
28 from Defendants Twenty-Five Thousand Dollars (\$25,000.00) and an increase of her current hourly

1 wage from \$24.74 to \$25.86 (so as to equalize her base hourly rate of pay to the current pay of her
2 husband, Sergey Kryzhanovskiy).

3 45. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs it incurs for purposes of administering the Settlement and distributing payments from
5 the Gross Settlement Fund. These costs, which will be paid from the Gross Settlement Fund, will
6 include, inter alia, calculating, paying, and reporting the required tax payments on the Individual
7 Settlement Payments; the issuing and collection of 1099 and W-2 IRS Forms; distributing Notice
8 Packets; processing Requests for Exclusion, Notices of Objection, and workweek disputes; performing
9 skip trace on Notice Packets returned as undeliverable; calculating and distributing from the Gross
10 Settlement Fund all Individual Settlement Payments, the PAGA Settlement Amount, Class
11 Representative Enhancement Payments, and the Class Counsel Award; and providing necessary reports
12 and declarations, among other tasks that the parties may agree upon or as set forth in this Agreement.

13 46. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
14 of One Hundred Thousand Dollars (\$100,000.00) from the Gross Settlement Fund will be designated
15 for satisfaction of Named Plaintiffs' and PAGA Settlement Members' PAGA claims. Pursuant to
16 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000.00), of the PAGA
17 Settlement Amount will be paid to the LWDA, and Twenty-Five Percent (25%), or Twenty-Five
18 Thousand Dollars (\$25,000.00), will be distributed on a pro rata basis to the PAGA Settlement
19 Members based on the number of "weeks worked" or "workweeks" during the PAGA Period. This
20 amount will not revert to Defendants.

21 47. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
22 Participating Settlement Class Members as provided in Paragraphs 18 and 41. No portion of the Net
23 Settlement Amount will revert to or be retained by Defendants.

24 48. Individual Settlement Payment Calculations. Individual Settlement Payments will be
25 calculated and apportioned on a pro rata basis from the Net Settlement Amount to Settlement Class
26 Members who do not opt out depending on the number of "weeks worked" or "workweeks" (defined
27 as any calendar week during the Class Period) in which a Settlement Class Member performed at least
28 one day of work for Defendants. Participating Settlement Class Members whose employment has

1 ended will be credited an additional four (4) weeks worked for purposes of calculating their pro rata
2 share of the Net Settlement Amount. Settlement Class Members do not need to submit a claim to
3 participate and receive their Individual Settlement Payment.

4 49. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
5 and apportioned from the 25% portion of the PAGA Settlement Amount allocated to PAGA Settlement
6 Members on a pro rata basis depending on the number of “weeks worked” or “workweeks” in which a
7 PAGA Settlement Member performed at least one day of work for Defendants during the PAGA
8 Period. PAGA Settlement Members whose employment has ended will be credited an additional four
9 (4) weeks worked for purposes of calculating their pro rata share of the PAGA Settlement Amount.
10 PAGA Settlement Members do not need to submit a claim to participate in the PAGA portion of the
11 Settlement and also may not opt out of the resolution of the PAGA claim.

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

23 51. Administration Process. The Parties agree to cooperate in the administration of the
24 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
25 in the administration of the Settlement.

26 52. Notice to Labor and Workforce Development Agency. Upon the filing of the Motion
27 for Preliminary Approval, Class Counsel will notify the LWDA of this Settlement Agreement. Within
28 ten (10) calendar days of the entry of the Court’s order granting Preliminary Approval and of the

1 Court's entry of Judgment, Class Counsel will provide the LWDA with copies of that order and
2 Judgment, respectively, consistent with Paragraph 29 of this Agreement and California Labor Code
3 sections 2699(I)(1)–(3).

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

10 54. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the
11 Class List from Defendants, the Settlement Administrator will send a Notice Packet to all Settlement
12 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
13 identified in the Class List.

14 55. Confirmation of Contact Information in the Class Lists and Resending Notices Where
15 Initial Notice is Returned as Non-Deliverable. Prior to the initial distribution of Notice Packets, the
16 Settlement Administrator will perform a search based on the National Change of Address Database for
17 information to update and correct any known or identifiable address changes for those Settlement Class
18 Members who do not have a mailing address included in the Class List. Notice Packets sent via regular
19 First-Class U.S. Mail and returned to the Settlement Administrator as non-deliverable on or before the
20 Response Deadline, will be sent promptly via regular First-Class U.S. Mail within five (5) business
21 days of receipt to any forwarding address affixed thereto and the Settlement Administrator will indicate
22 the date of such remailing on the Notice Packet. If no forwarding address is provided, the Settlement
23 Administrator will promptly attempt to determine the correct address using a skip-trace or other search
24 using the name, address, and/or Social Security number of the Settlement Class Member involved, and
25 will then perform a single re-mailing within five (5) business days of receipt of the returned Notice
26 Packet. Settlement Class Members will have until the later of ten (10) calendar days from the date of
27 the re-mailing of the Notice Packet or the Response Deadline, to submit a Notice of Objection, Request
28 for Exclusion, or workweeks dispute.

1 56. Notice Packets. All Settlement Class Members will be sent a Notice Packet. Each
2 Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the
3 Settlement Agreement's principal terms; (iii) the Settlement Class definition; (iv) the number of
4 workweeks each respective Settlement Class Member worked for Defendants during the Class Period;
5 (v) each Settlement Class Member's estimated Individual Settlement Payment; (vi) each PAGA
6 Settlement Member's estimated Individual PAGA Payment; (vii) the dates comprising the Class Period
7 and the PAGA Period; (viii) instructions on how to submit Requests for Exclusion, Notices of
8 Objection, and workweeks disputes; (ix) the deadlines by which the Settlement Class Member must
9 postmark or fax Requests for Exclusion, Notices of Objection, and workweeks disputes; (x) the claims
10 to be released; and (xi) the Settlement Administrator's contact information, including the website
11 address where the electronic versions of the materials in the Notice Packet will be available. Settlement
12 Class Members and PAGA Settlement Members will be specifically informed that neither Defendants
13 nor Class Counsel make any representations regarding the tax implications of any amounts paid under
14 this Settlement Agreement and that if Settlement Class Members or PAGA Settlement Members have
15 any questions regarding those implications, they can and should consult a tax expert. The Parties'
16 proposed Notice Packet is attached hereto as **Exhibit A**.

17 57. Disputed Information in Notice Packets. Settlement Class Members will have an
18 opportunity to dispute the work week information provided in their Notice Packets. To the extent
19 Settlement Class Members dispute their employment dates or the number of workweeks on record,
20 Settlement Class Members may produce evidence to the Settlement Administrator by the Response
21 Deadline showing that such information is inaccurate. The Settlement Administrator will decide the
22 dispute. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate
23 the evidence submitted by the Settlement Class Member and will make the final decision as to the
24 merits of the dispute. All disputes will be decided by the Settlement Administrator within fifteen (15)
25 business days of the Response Deadline.

26 58. Request for Exclusion Procedures. Any Settlement Class Member wishing to opt out
27 of the Settlement Agreement must sign and fax or mail a written Request for Exclusion to the
28 Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are

1 mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine
2 whether a Request for Exclusion has been timely submitted. Consistent with California law, PAGA
3 Settlement Members may not opt out of the PAGA Settlement. Any Settlement Class Member who
4 timely submits a Request for Exclusion from the Settlement Class will still receive an Individual PAGA
5 Payment representing their portion of the PAGA Settlement Amount. All signatories and their counsel
6 must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly or indirectly,
7 through any means. Objective statements to Settlement Class Members who call Class Counsel with
8 inquiries regarding the Settlement Agreement, or the exercise of Class Counsel's ethical obligations,
9 shall not be deemed a violation of the prohibitions contained herein.

10 59. Defective Submissions. If a Settlement Class Member's Request for Exclusion is
11 defective as to the requirements listed herein, that Settlement Class Member will be given an
12 opportunity to cure the defect(s). The Settlement Administrator will send the Settlement Class Member
13 a cure letter within three (3) business days of receiving the defective submission to advise the
14 Settlement Class Member that his or her submission is defective and that the defect must be cured to
15 render the Request for Exclusion valid. The Settlement Administrator will send the cure letter by the
16 last method by which the Settlement Administrator sent the Notice Packet to the Settlement Class
17 Member. The Settlement Class Member will have until the later of (i) the Response Deadline or (ii)
18 ten (10) calendar days from the date of the cure letter to postmark or fax a revised Request for
19 Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period,
20 it will be deemed untimely.

21 60. Escalation Clause. Defendants represent that, as of mediation, there were approximately
22 146,483 workweeks for all Class Members during the Class Period. Defendants further represent that
23 the number of Class Members through the date of mediation was 3,232. If either the actual number of
24 Class Members and/or workweeks for all Class Members during the Class Period should increase by
25 more than ten percent (10%), the Gross Settlement Fund shall be increased on a pro-rata basis equal to
26 the percentage increase in the number of Class Members or the number of workweeks worked by Class
27 Members above 10%, meaning Defendants will increase the Gross Settlement Fund by the percentage
28 amount above 10%. If both the number of Class Members and the number of workweeks exceed the

1 above numbers by more than 10%, the factor with the greatest numerical percentage increase shall
2 control. By way of example, if the total number of workweeks worked during the Class Period is
3 determined to be 11% higher than 146,483 and the number of Class Members is determined to be 13%
4 higher than 3,232, the Gross Settlement Fund will increase by 3%.

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

12 62. Releases.

13 a. Release of Class Claims by Participating Settlement Class Members. The
14 Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund,
15 it is their intent that the terms set forth in this Settlement Agreement will release any further attempt
16 by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action
17 of any kind by each and all of the Participating Settlement Class Members, who shall release their right
18 to pursue any and all claims against the Released Parties for the Released Class Claims, as fully
19 described in Paragraph 28, arising during the Class Period.

20 b. Release of PAGA Claims by PAGA Settlement Members. The Parties agree
21 that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent
22 that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit,
23 administrative claim or action, demand, claims for civil penalties, or other action of any kind by each
24 and all of the PAGA Settlement Members, who shall release their right to pursue any and all claims
25 against the Released Parties for the Released PAGA Claims, as fully described in Paragraph 29, arising
26 during the PAGA Period.

27 c. Release of Claims by Named Plaintiffs. Upon the Effective Date and
28 Defendants' full funding of the Gross Settlement Fund, in addition to the claims being released by all

1 Participating Settlement Class Members and PAGA Settlement Members, Named Plaintiffs will release
2 and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and
3 all claims, known and unknown, asserted and not asserted, which Named Plaintiffs have or may have
4 against the Released Parties based in any way on, or otherwise related to or arising from, their
5 employment with Defendants as of the date of execution of this Settlement Agreement. The releases
6 include, but are not limited to, all disputes relating to or arising out of any state, local, or federal statute,
7 ordinance, regulation, order, or common law, including, but not limited to, Title VII of the Civil Rights
8 Act of 1964, as amended, 42 U.S.C. §§ 2000(e) *et seq.*; the Civil Rights Act of 1866, as amended, 42
9 U.S.C. §§ 1981 *et seq.*; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor Standards
10 Act of 1938, as amended, 29 U.S.C. §§ 201 *et seq.* and Code of Federal Regulations; the Orders of the
11 California Industrial Welfare Commission regulating wages, hours and working conditions; the
12 California Fair Employment & Housing Act, as amended, Cal. Govt. Code §§ 12900 *et seq.*; the
13 California Family Rights Act of 1991, as amended; Cal. Govt. Code § 12945.2; the California Unruh
14 Civil Rights Act, as amended, Cal. Civ. Code §§ 51 *et seq.*; the California Labor Code (including any
15 claim for civil penalties under the California Labor Code Private Attorneys General Act); the California
16 Government Code; Article 1 of the California Constitution; the Rehabilitation Act of 1973, as amended,
17 29 U.S.C. §§ 701 *et seq.*; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12100, *et seq.*; the
18 Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq.* and any state law equivalent; the
19 Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; the National Labor
20 Relations Act, as amended, 29 U.S.C. §§ 151 *et seq.*; California Business and Professions Code
21 §§ 17200 *et seq.*; other statutory and common law claims; statutory or common law rights to attorneys'
22 fees and costs, penalties/fines, and/or punitive damages; any action based on contract, quasi-contract,
23 quantum meruit, implied contract, tort, wrongful or constructive discharge, breach of the covenant of
24 good faith and fair dealing, defamation, libel, slander, immigration issues, infliction of emotional
25 distress, negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any basis
26 prohibited by statute or public policy, conversion, any interference with business opportunity or with
27 contract or based upon any other theory; and/or similar causes of action.

28

1 d. Named Plaintiffs' General Release. Upon the Effective Date, to the extent
2 allowed by California law, the Named Plaintiffs waive all rights and benefits afforded by section 1542
3 of the California Civil Code as to any Released Claims. Section 1542 provides:

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

9 63. Older Workers' Benefit Protection Act Waiver.

10 a. Salazar specifically intends that the claims she is releasing herein include any
11 claims that Salazar may have under the Age Discrimination in Employment Act of 1967, as amended
12 by the Older Workers' Benefit Protection Act of 1990.

13 b. Salazar is advised to consult with her counsel before signing this Settlement
14 Agreement because Salazar is permanently giving up significant legal rights. Salazar acknowledges
15 that she has been so advised.

16 c. Salazar acknowledges that she has been given at least twenty-one (21) calendar
17 days to execute and return this Settlement Agreement and has been advised that, after she executes this
18 Settlement Agreement, Salazar has seven (7) calendar days to reconsider and revoke the Settlement
19 Agreement, recognizing that Salazar will not be provided anything under this Settlement Agreement
20 until at least that seven (7)-day revocation period has expired. The general release will then become
21 effective on the eighth (8th) calendar day after it is signed, provided that Salazar does not revoke it.

22 d. In order to effectively revoke this general release, the Parties agree that Salazar
23 must provide written notice of such revocation via email within seven (7) calendar days after Salazar
24 executes this Agreement to counsel for Defendants, Bradley Hamburger and Lauren Blas, at
25 bhamburger@gibsondunn.com and lblas@gibsondunn.com.

26 64. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Settlement Class
27 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and
28 valid Request for Exclusion (*i.e.*, all Participating Settlement Class Members) will be bound by all of
its terms, including those pertaining to the Released Class Claims and Released PAGA Claims
(collectively, the "Released Claims"), as well as any Judgment that may be entered by the Court if it

1 grants final approval of the Settlement. The Settlement Agreement shall constitute, and may be pleaded
2 as, a complete and total defense to any Released Claims currently pending or raised in the future.
3 Notwithstanding the foregoing, this Settlement Agreement, if approved, precludes further PAGA
4 claims irrespective of whether a Request for Exclusion is submitted. As a result, all PAGA Settlement
5 Members—regardless of whether they submit a Request for Exclusion—shall receive a check for their
6 share of the PAGA Settlement Amount when settlement payments are delivered, and they will be bound
7 by a release of the PAGA claims as outlined in Paragraph 62(b).

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

28

1 66. Certification Reports Regarding Individual Settlement Payment Calculations. The
2 Settlement Administrator will provide Defendants’ counsel and Class Counsel a weekly report that
3 identifies the number of Settlement Class Members who have submitted valid Requests for Exclusion,
4 or objected to the Settlement, and whether any Settlement Class Member has submitted a challenge to
5 any information contained in his or her Notice Packet as provided in Paragraph 56. Additionally, the
6 Settlement Administrator will provide counsel for both Parties with any updated reports regarding the
7 administration of the Settlement Agreement as needed or requested, as consistent with the terms of the
8 Settlement Agreement.

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

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

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

22 c. Payroll Tax Payments and Penalties: The Settlement Administrator will also
23 transmit Defendants’ share of applicable Employer’s Payroll Tax Payments and penalties to the
24 appropriate government authorities.

25 68. Un-cashed Settlement Checks. Individual Settlement Payments and/or Individual
26 PAGA Payment checks remaining uncashed for more than one hundred eighty (180) calendar days
27 after issuance will be void. Funds from the uncashed checks shall be distributed to the Controller of
28 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code

1 Sections 1500 *et seq.*, for the benefits of those Participating Settlement Class Members and PAGA
2 Settlement Members who did not cash their checks, until such time they claim their property. The
3 Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code
4 Section 384, as the entire Net Settlement Amount (plus the PAGA Settlement Amount) will be paid to
5 the Participating Settlement Class Members and PAGA Settlement Members, whether or not they all
6 cash their Individual Settlement Payment and/or Individual PAGA Payment checks.

7 69. Certification of Completion. Upon completion of the administration of the Settlement,
8 the Settlement Administrator will provide a written declaration under oath to certify such completion
9 to the Court and counsel for all Parties.

10 70. Treatment of Individual Settlement Payments. For tax purposes, the Individual PAGA
11 Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported
12 on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (i) Fifty Percent
13 (50%) to settlement of wage claims and (ii) Fifty Percent (50%) to settlement of claims for interest and
14 statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the
15 portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement
16 Administrator. Named Plaintiffs and Participating Settlement Class Members shall be solely
17 responsible for taxes associated with the 1099 and W-2 payments, with the exception of employer
18 payroll taxes. Participating Settlement Class Members shall be responsible for remitting to state and/or
19 federal taxing authorities any applicable other taxes due. Neither this Agreement, nor any of its
20 attachments, should be interpreted to contain or constitute representations or advice regarding any U.S.
21 federal or state tax issue.

22 71. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator will be responsible for issuing to Named Plaintiffs, Participating Settlement Class
24 Members, PAGA Settlement Members, and Class Counsel any W-2, 1099, or other tax forms as may
25 be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will
26 also be responsible for forwarding Defendants’ share of applicable employer payroll tax payments and
27 penalties to the appropriate government authorities. All Settlement Class Members, including Named
28 Plaintiffs, Participating Settlement Class Members and PAGA Settlement Members, shall be solely and

1 exclusively responsible for remitting to state and/or federal taxing authorities any applicable other taxes
2 due and shall hold Defendants and the Released Parties harmless for any taxes, penalties, interest,
3 liabilities, costs, and expenses caused by any such taxing authority relating in any way to the Settlement
4 Class Members’, including Named Plaintiffs’, PAGA Settlement Members’ and Participating
5 Settlement Class Members’, tax treatment of payments made to them pursuant to this Settlement or
6 failure to timely or properly pay any taxes owed on their respective Individual Settlement Payment or
7 Individual PAGA Payment.

8 72. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
9 of the payments called for hereunder, and Named Plaintiffs, Participating Settlement Class Members,
10 and PAGA Settlement Members are not relying on any statement, representation, or calculation by
11 Defendants or by the Settlement Administrator in this regard.

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

1 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
2 SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
3 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
4 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
5 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
6 AGREEMENT.

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

11 75. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
12 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
13 reason, then this Settlement Agreement will be null and void, and Kryzhanovskiy and Salazar may file
14 a third amended complaint that reinstates Kryzhanovskiy’s Fair Labor Standards Act claim. Any order
15 or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated
16 as void from the beginning.

17 76. Termination of Settlement Agreement. Named Plaintiffs and Defendants will each have
18 the right to unilaterally terminate this Settlement Agreement by providing written notice of their
19 election to do so (“Termination Notice”) to all other Parties hereto within ten (10) business days of any
20 of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to
21 address any issues the Court raises in connection with issuing Preliminary and/or Final Approval of the
22 Settlement:

- 23 a. three percent (3%) or more of the Settlement Class Members request exclusion
24 from the Settlement Class;
- 25 b. the Court rejects, materially modifies, materially amends or changes, or declines
26 to issue a Preliminary Approval Order or a Final Approval Order with respect to
27 the Settlement Agreement, but only if the Parties are not permitted to remedy
28 any deficiencies the Court identifies;

- 1 c. an appellate court reverses the Final Approval Order, and the Settlement
2 Agreement is not reinstated without material change by the Court on remand; or
3 d. any court incorporates terms into, or deletes or strikes terms from, or modifies,
4 amends, or changes the Preliminary Approval Order, the Final Approval Order,
5 or the Settlement Agreement in a way that Named Plaintiffs or Defendants
6 reasonably consider material, unless the modification or amendment is accepted
7 in writing by all Parties, except that, as provided above, the Court's approval of
8 Attorneys' Fees and Costs, Class Counsel Awards, and Class Representative
9 Enhancement Payments, or their amounts, is not a condition of the Settlement
10 Agreement.

11 77. Reversion *Nunc Pro Tunc*. If this Settlement Agreement is terminated pursuant to its
12 terms, or the Effective Date for any reason does not occur: (a) all Orders certifying the Settlement
13 Class for purposes of effectuating this Settlement, and all preliminary and/or final findings regarding
14 the Settlement Class, shall be void *ab initio* and automatically vacated upon notice to the Court, (b) the
15 Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement
16 Agreement and such findings had never been made, and (c) as provided in Paragraph 38,
17 Kryzhanovskiy and Salazar may file a third amended complaint that reinstates Kryzhanovskiy's Fair
18 Labor Standards Act claim.

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

1 **Exhibit A.** Class Counsel will be responsible for drafting all documents necessary to obtain
2 preliminary approval.

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

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

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

1 82. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
2 entirety of the Parties' settlement terms and, should this Settlement Agreement receive Final Approval,
3 its terms will supersede all prior written or oral agreements between the Parties.

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

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

15 85. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties.

17 86. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
18 will be governed by and interpreted according to the laws of the State of California.

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

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

1 89. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

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

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

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

1 any liability or admission on the part of Defendants or to establish the existence of any condition
2 constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

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

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

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

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

27 97. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be

1 construed more strictly against one party than another merely by virtue of the fact that it may have been
2 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
3 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
4 Agreement.

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

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

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


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

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19 SIGNATURE PAGES FOLLOW

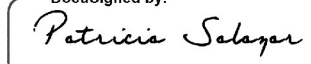
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Dated: 12/11/2023

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Leilani Kryzhanovskiy
Named Plaintiff and Class Representative

Dated: 12/11/2023

DocuSigned by:

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Patricia Salazar
Named Plaintiff and Class Representative

Dated: December 12, 2023

DocuSigned by:

DDF2145B9377491...
Amazon.com Services LLC
Defendant

Dated: December 12, 2023


DocuSigned by:

DDF2145B9377491...
Amazon.com Services Inc.
Defendant

APPROVED AS TO FORM


Dated: December 12, 2023

Gibson, Dunn & Crutcher LLP

By: 
Bradley J. Hamburger
Attorneys for Defendants

Dated:

Mayall Hurley, P.C.

By: 
Robert J. Wassermann
Attorneys for Plaintiffs Leilani Kryzhanovskiy
and Patricia Salazar and the Class

Dated: 12/11/2023

Law Offices of Mark S. Adams

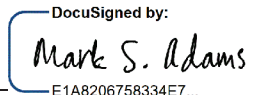
By: 
E1A8206758334E7...
Mark S. Adams
Attorneys for Plaintiffs Leilani Kryzhanovskiy
and Patricia Salazar and the Class

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR, individually and on behalf of all others similarly situated and as a proxy for the LWDA,

Plaintiffs,

v.

AMAZON.COM SERVICES, INC., a Delaware corporation; AMAZON.COM SERVICES, LLC, a Delaware limited liability company; and DOES 1-100, inclusive,

Defendants.

CASE NO. 2:21-cv-01292-BAM

NOTICE OF PENDENCY OF CLASS ACTION, PRELIMINARY APPROVAL OF SETTLEMENT, AND HEARING FOR FINAL APPROVAL

IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. YOU ARE NOT BEING SUED.

TO: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF DEFENDANTS IN CALIFORNIA BETWEEN JULY 22, 2017 AND NOVEMBER 7, 2023 WHO RECEIVED A SIGNING AND/OR ON SIGN BONUS IN THE SAME WORKWEEK HE/SHE WORKED OVERTIME, INCLUDING DOUBLE TIME

RE: Notice of settlement of a class action lawsuit for alleged California Labor Code violations and announcement of a court hearing that you may choose to attend. You are entitled to receive a payment under the terms of this class action settlement.

THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW. DEFENDANTS DENY THAT THEY VIOLATED THE LAW OR THAT THEY HARMED THEIR WORKERS IN ANY WAY. DEFENDANTS ARE SETTLING THIS LAWSUIT TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

NO SETTLEMENT CLASS MEMBER WILL BE SUBJECT TO RETALIATION IN ANY MANNER RELATED TO THIS LAWSUIT.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:	
DO NOTHING AND RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT	If you do nothing, you will receive a payment under the terms of the Settlement. You should ensure that the Settlement Administrator has your current mailing address on file if it changes from the address to which this Notice was mailed. Payment will be mailed to you after the Court grants final approval of the Settlement.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an “opt-out” within sixty (60) calendar days

FROM THE SETTLEMENT	after mailing of this Notice. If you opt out, you will not be bound by the Settlement and will not receive a payment. By submitting an opt-out request, you can only exclude yourself from the Class Settlement. You will still be bound by the PAGA Settlement and you will receive an Individual PAGA payment.
OBJECT TO THE SETTLEMENT	You may submit a signed written statement to the Settlement Administrator about why you do not like the Settlement or you may appear at the Final Approval Hearing. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
DISPUTE THE NUMBER OF WORKWEEKS	If you believe that the number of workweeks you were credited with working is incorrect, within sixty (60) calendar days after mailing of this Notice, you must notify the Settlement Administrator of your belief and provide supporting documentation

YOUR OPTIONS ARE MORE FULLY EXPLAINED BELOW.

THE DEADLINE TO OPT-OUT OR OBJECT TO THE SETTLEMENT IS _____, 2024.

1. WHY DID I RECEIVE THIS NOTICE?

Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar (“Plaintiffs”) and Defendants Amazon.com Services, Inc. and Amazon.com Services, LLC (“Defendants” or “Amazon”, collectively with Plaintiff, the “Parties”) have proposed to settle this class action lawsuit. Your employment records indicate that you are a member of the Settlement Class. If the Court approves the Settlement, your legal rights may be affected. This court-approved Notice of Pendency of Class Action, Preliminary Approval of Settlement, and Hearing for Final Approval (“Notice”), is only a summary. A more detailed document, called the “Class Action Settlement Agreement and Release” (the “Settlement”), containing the complete terms of the agreement is on file with the Court as part of the motion for preliminary approval, and is available for your review on the Court’s website and on the website relating to this Class Action that is maintained by the Settlement Administrator.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Kryzhanovskiy initially filed this lawsuit against Defendants on July 22, 2021, in the United States District Court, Eastern District of California. A First Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed August 20, 2021. On November 29, 2023, a Second Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed which, among other things, added Plaintiff Salazar as a named plaintiff. Through the operative complaint, Plaintiffs allege: (1) failure to pay overtime; (2) failure to furnish accurate wage statements; (3) failure to timely pay all wages upon separation; (4) unlawful business practices in violation of Business & Professions Code § 17200; and (5) violation of the Private Attorneys’ General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Kryzhanovskiy also separately asserts individual claims for alleged violations of the California Fair Employment and Housing Act (Cal. Govt. Code §§ 12940, et al.), California’s Equal Pay Act, and failure to timely provide her copies of her personnel and payroll records (the “Kryzhanovskiy Individual Claims”).

Counsel for Plaintiffs, and the attorneys approved by the Court to represent the Settlement Class, Mayall Hurley P.C., Robert Wassermann and Jenny Baysinger, of Mayall Hurley P.C. and Mark S. Adams of the Law Office of Mark S. Adams (collectively “Class Counsel”), have investigated and researched the facts and

circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members and PAGA Settlement Members.

Defendants deny any liability or wrongdoing of any kind, maintain their practices were lawful, and believe that they have valid defenses to the asserted claims. The Court has made no determination about the strengths and weaknesses of the claims or contentions of either Plaintiffs or Defendants. By agreeing to settle this Action, Defendants do not admit liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class or representative action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

There are multiple ongoing cases against Defendants including the following:

- *Juan Trevino v. Golden State FC LLC* – a consolidated action pending in the Eastern District of California Case No. 1:18-cv-00120-DAD-BAM
- *Porter v. Amazon.com Services, LLC* – Central District of California Case No. 2:20-cv-09496-JVS-SHK
- *Clayborn v. Amazon.com Services, LLC* – Central District of California Case No. 5:20-02368-JVS-SHK

The plaintiffs in these other matters have alleged class claims against Defendants, some of which may overlap with the claims asserted in this Action and subject to the Settlement. To the extent claims in any of the above matters overlap with claims in this Action, they will be resolved along with the class claims in this Action upon the Court’s final approval of the Settlement.

3. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement was agreed upon between Defendants and Plaintiffs following extensive litigation including formal discovery, informal information/data exchange, and months of negotiations. The Parties concluded, after taking into account the risks and costs attendant to further litigation and substantial benefits to be received pursuant to the Settlement, that the Settlement is fair, adequate, and in the best interest of the Settlement Class Members and the PAGA Settlement Members. The United States District Court, Eastern District of California, by and through the Honorable Barbara A. McAuliffe, approved the Settlement on a preliminary basis on _____, 2024.

A. Overall Summary of the Settlement Terms.

Defendants will pay \$3,000,000 to settle this case (referred to as the “Gross Settlement Fund” or “GSF”). The GSF includes payments to Participating Settlement Class Members and PAGA Settlement Members, the fees and costs of the Settlement Administrator, a service payment to Plaintiffs, Class Counsel’s attorneys’ fees and costs, as well as a payment to the State of California.

B. Costs of Settlement Administrator.

The Parties have agreed to employ Atticus Class Action Administration to serve as Settlement Administrator. The Settlement Administrator’s fees and costs for administering the Settlement, estimated to be no more than \$25,000, if approved by the Court, will be paid out of the GSF.

C. PAGA Settlement.

The Parties will also seek approval for a PAGA settlement from the GSF in the amount of \$100,000, \$75,000 to be paid to the California Labor and Workforce Development Agency, and the remaining \$25,000 to be paid to all current and former non-exempt employees of Defendants in California during the PAGA Period who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including doubletime (“PAGA Settlement Members”). Each PAGA Settlement Member is entitled to a pro rata share of the PAGA Settlement allocated to the PAGA Settlement Members. Payments will be distributed to PAGA Settlement Members based on the number of workweeks he or she worked during the PAGA Period (August 20, 2020 to November 7, 2023). Each Individual PAGA Payment is to be calculated as follows: the number of the PAGA Settlement Member’s credited workweeks worked during the PAGA Period, divided by the total number of credited workweeks worked by all PAGA Settlement Members during the PAGA Period, multiplied by 25% of the PAGA Settlement. An additional four workweeks will be credited to any PAGA Settlement Member whose employment with Defendants has terminated since the beginning of the PAGA Period through November 7, 2023. The full amount of the PAGA Payment will be allocated as penalties on a Form 1099.

D. Enhancement Payments to Class Representatives.

Plaintiffs have each been approved by the Court to serve as a “Class Representative.” As Class Representatives, each Plaintiff is entitled to a payment for her services to the Class. The Parties have agreed, and the Court has preliminarily approved a payment of \$10,000, or 0.33% of the GSF, to Plaintiff Kryzhanovskiy and \$7,500, or 0.25% of the GSF, to Plaintiff Salazar for their respective service to the Class.

E. Class Counsel’s Fees and Costs.

Class Counsel is entitled to attorneys’ fees and costs for representing the Class Members. Class Counsel will request attorneys’ fees of one-third of the GSF, presently \$1,000,000, to be split 90% to Mayall Hurley, P.C. and 10% to the Law Offices of Mark S. Adams. Class Counsel will request reimbursement of actual litigation costs up to \$30,000. Defendants do not object to Class Counsel’s request. The Court has preliminarily approved payment to Class Counsel in the amounts and allocation set forth above.

F. Kryzhanovskiy’s Individual Settlement Agreement.

Separate and apart from the Class claims, Plaintiff Kryzhanovskiy also agreed to settle the Kryzhanovskiy Individual Claims for a separate amount of \$25,000. The resolution of those claims *is not* contingent on the Court approving the Class Settlement. Plaintiff Kryzhanovskiy has provided Defendants with a complete release broader than that impacting the Settlement Class, including a section 1542 waiver of her individual claims as well as all other claims, known or unknown which she may have against Defendants.

G. Expected Net Settlement Amount and Individual Settlement Payments.

The Net Settlement Amount is expected to be at least \$1,827,500. This amount will be distributed to Participating Settlement Class Members based on the number of workweeks he/she worked for Defendants between July 22, 2017 and November 7, 2023 (the “Class Period”). Participating Settlement Class Members whose employment with Defendants ended by November 7, 2023 will be credited with an additional four (4) workweeks for purposes of calculating his/her proportional Individual Settlement Payment.

H. What Can I Expect to Receive?

The payments to Participating Settlement Class Members (those who do not opt out) will be calculated as follows:

Individual Settlement Payments will be calculated and apportioned on a pro rata basis from the Net Settlement Amount to Participating Settlement Class Members who do not opt out depending on the number of “weeks worked” or “workweeks” (defined as any calendar week during the Class Period) in which a Participating Settlement Class Member performed at least one day of work for Defendants. Participating Settlement Class Members whose employment has ended by November 7, 2023 will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the Net Settlement Amount. Participating Settlement Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

The Parties estimate that the *average* payment to each Participating Settlement Member will be approximately \$[].

Defendants’ records indicate that you are a member of the Settlement Class. The records also indicate that you worked: (a) [] workweeks [and that you separated from employment with Defendants] during the Class Period. It is estimated that your Individual Settlement Payment will be \$ []. It will not be possible to know the exact amount of your payment until the deadline to opt out has passed and the Settlement Administrator knows the number of Participating Settlement Class Members.

50% of each Individual Settlement Payment will be treated as wages and reported on a W-2 Form, and the remaining 50% will be treated as penalties and interest and reported on a Form 1099.

Any and all employer tax obligations that Defendants would normally be responsible for paying will be paid by Defendants in addition to the Gross Settlement Fund. Participating Settlement Class Members are responsible for any other taxes owing on their settlement payment(s).

All checks will be voided 180 days after issuance. After the 180-day period, the associated funds from all uncashed or undeliverable Class Member Settlement Payments and PAGA Member Settlement Payments will be directed to the California State Controller and held in the name of the individual who did not cash those checks.

4. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?

The Settlement covers the claims of a number of current and former employees of Defendants (referred to as the “Class Members” and collectively as the “Class”) consisting of the following:

All current and former non-exempt employees of Defendants in California during the Class Period who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including doubletime.

There are approximately 3,330 total Class Members.

If you are a Class Member as defined above, you are automatically a “Participating Settlement Class Member” unless you opt-out (i.e., exclude yourself from the Settlement by following the procedures set forth in this Notice). Participating Settlement Class Members are entitled to a share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Individuals who opt-out will not be bound by the Settlement and will not be eligible to receive a payment. However, all PAGA Settlement Members will receive a pro rata portion of the PAGA Settlement regardless of whether they opt out of the Settlement Class.

5. WHAT AM I GIVING UP IF I DO NOT OPT OUT OF THE SETTLEMENT?

Each Participating Settlement Class Member shall forever and completely release and discharge Defendants and Released Parties from the Released Class Claims and each PAGA Settlement Member shall forever and completely release and discharge Defendants and Released Parties from the Released PAGA Claims.

“Released Parties” means Defendants and each of their past, present, and/or future, direct, and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

“Released Class Claims” means all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203, and (5) unlawful business practices under Unfair Competition Law including Business and Professions Code sections 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.

“Released PAGA Claims” means all claims for civil penalties pursuant to PAGA based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation PAGA claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201–203. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period.

If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released these claims.

6. HOW DO I RECEIVE A PAYMENT?

All Settlement Class Members will receive a payment under this Settlement unless they opt-out. The PAGA Settlement Payment will be paid to all PAGA Settlement Members regardless of whether a Settlement Class Member requests exclusion from the Settlement. If you are a Class Member and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to the Settlement Administrator, Atticus Class Action Administration, [ADDRESS].

7. WHAT ARE THE REASONS FOR THE SETTLEMENT?

Class Counsel and Plaintiffs agreed to enter into the proposed Settlement after weighing the risks and benefits of the Settlement when compared with those of continuing the litigation. The factors that Class Counsel and Plaintiffs considered included the strength of the Settlement Class Members’ claims, the uncertainty and delay associated with continued litigation, a trial, and appeals, and the uncertainty of particular legal issues yet to be determined, including whether the Class would be certified. Class Counsel and Plaintiffs balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of Settlement Class Members.

Although Defendants deny any liability or wrongdoing of any kind, they have agreed to the Settlement in order to avoid risks, costs, and disruption of business associated with protracted litigation.

8. **WHAT ARE MY RIGHTS AND OPTIONS?**

If you are a Settlement Class Member as defined above, you have the following rights and options under the proposed Settlement:

A. Participate in the Settlement, be represented by Class Counsel, and take no action.

If you take no further action, you will be a Participating Settlement Class Member, will be represented by Class Counsel, and will have the right to a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released the Released Class Claims against Defendants and the other Released Parties. As a Participating Settlement Class Member, you will not be charged for the services of Class Counsel.

B. Participate in the Settlement, but elect to hire your own attorney.

If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below no later than _____, _____ 2024, and must also file same with the Court. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Exclude yourself from the Settlement by opting out.

If you are a Settlement Class Member but **do not** want to participate in the Settlement, you may exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the Settlement and you will not be eligible to claim a share of the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Settlement Administrator in writing, at the address listed below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement Administrator no later than [60 calendar days from the mailing of the Class Notice], and must be signed, contain your full name, current home (or mailing) address, phone number, and written affirmation of your desire to opt-out containing the following, or substantially similar language:

“I elect to opt-out of the *Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement and will not receive a share of the settlement proceeds.”

If you do not comply with these procedures, you will lose any opportunity to exclude yourself from the Settlement, will be a Participating Settlement Class Member, will be represented by Class Counsel, and will receive a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released the Released Class Claims against Defendants and the other Released Parties.

D. Object to the terms of the Settlement.

If you are dissatisfied with the terms of the Settlement, you may, but are not required to, object to the Settlement. All objections and supporting papers must be written and shall (a) clearly identify the case name and number (*Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:21-cv-01292-BAM); (b) include your full name and address; (c) concisely state each objection and the grounds therefore; (d) state whether you would like to appear at the Final Approval Hearing; and (e) be mailed or faxed to the Settlement Administrator. To be timely, your objection must be postmarked on or before [60 calendar days following the mailing of the Class Notice].

Objections not timely postmarked or delivered to the Settlement Administrator by [60 days after the mailing of the Notice Packet] may not be considered by the Court. If you have filed a timely and proper objection, you also may, but are not required to, appear and present argument at the Final Approval Hearing.

You may be represented by an attorney at the Final Approval Hearing.

9. WHEN IS THE FINAL APPROVAL HEARING AND WHAT IS IT FOR?

The Court will hold the Final Approval Hearing on _____, 2024, at _____ a.m./p.m. **with all participants appearing via Zoom**, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve the fees and costs of the Settlement Administrator, the payment to the State of California, the service payments to the Class Representatives, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to participate in the Settlement.** If you want to be heard orally in support of opposition to the Settlement, either personally or through counsel, you must comply with the procedures set forth above. All appearances at the final approval hearing will be by Zoom. If you wish to attend the Final Approval Hearing and comment upon the Settlement (other than objecting subject to the procedures above), you must notify the Settlement Administrator on or before _____, 2024, and must contact Class Counsel no later than _____, 2024 to obtain instructions regarding how to appear by Zoom for the hearing.

10. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action Settlement and Release. The Settlement, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Enhancement Payments, are available by accessing the Court docket in this case through the Court's Public Access to Electronic Records (Pacer) system at <https://ecf.caed.uscourts.gov>, or by visiting the Court Clerk at any time between 9:00 a.m. and 4:00 p.m., Monday through Friday, in the Clerk's Office located at 2500 Tulare Street, Fresno, California 93721. You may also view the Court's Order of Preliminary Approval and, once they are filed, the Motion for Attorneys' Fees, Costs and Enhancement Payments, Motion for Final Approval, and Order Granting Final Approval, online at www._____.settlement.com. The Motion for Attorneys' Fees, Costs and Enhancement Payments and the Motion for Final Approval will be filed on or before _____, 2024, will be available on the Court's website at that time, and will appear online on the settlement website within 24 hours.

If you have questions about the Settlement, you may contact Class Counsel or the Settlement Administrator. The contact information for Class Counsel and the Settlement Administrator are as follows:

Class Counsel:

Jenny D. Baysinger
Robert J. Wassermann
Mayall Hurley P.C.
112 S. Church Street
Lodi, CA 95240
Tel.: (209) 477-3833
Fax: (209) 473-4818
Email: rwassermann@mayallaw.com
jbaysinger@mayallaw.com
Website: www.mayallaw.com

Mark S. Adams
Law Offices of Mark S. Adams
3031 West March Lane, Suite 120
Stockton, CA 95219
Tel: 209-481-3485
Fax: 209-956-0640
Email: madams@adamsemploymentlawyer.com
Website: www.adamsemploymentlawyer.com

Settlement Administrator

Atticus Class Action Administration
[INSERT ADDRESS AND PHONE NUMBER]

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

THE COURT HAS APPROVED THIS NOTICE.

EXHIBIT B

LAW OFFICES OF

MAYALL HURLEY

A PROFESSIONAL CORPORATION

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE P. HOOVER
KEVIN A. ARMONIO

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

May 27, 2021

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/266>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Amazon.com Services, Inc.
202 Westlake Ave N
Seattle, WA 98109

Re: Leilani Kryzhanovskiy (SSN: xxx-xx-3486; DOB: 02/18/1990)

To Whom It May Concern:

This firm represents Leilani Kryzhanovskiy, in relation to her employment with Amazon.com Services LLC and/or Amazon.com Services, Inc. (collectively, "Amazon"). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Kryzhanovskiy's written notice to the Labor and Workforce Development Agency ("LWDA") and Amazon regarding the following Labor Code violations, and the facts and theories supporting the same.

Ms. Kryzhanovskiy was hired by Amazon in January 2020 as an Onsite Medical Representative. See **Exhibit 1**.¹ Throughout her employment, Ms. Kryzhanovskiy was a non-exempt employee. As such, she was entitled to be paid for every hour worked and overtime as appropriate. Ms. Kryzhanovskiy was also entitled to off-duty meal and rest periods in accordance with California law.

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees are also eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation including, but not limited to, "Imputed Income", "Shift Pay", "Additionalpay", "Guarantee Pay" and "On Sign Bonus". **Exhibits 2-4**. Throughout her employment and before,

¹ Exhibits 1-5 are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

May 27, 2021

Page 2

however, Amazon failed to properly calculate and pay the overtime wages owed to Ms. Kryzhanovskiy and its other non-exempt California employees. Specifically, pursuant to its uniform policy, practice and procedure, Amazon a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime or b) miscalculated Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime.

For example, during the weekly pay period spanning from January 10, 2021 to January 16, 2021, Ms. Ms. Kryzhanovskiy received "Guarantee Pay" of \$375.09. See **Exhibit 3**. Pursuant to its uniform policy and practice, Amazon failed to include Ms. Kryzhanovskiy's "Guarantee Pay" when calculating her regular rate of pay. Instead, Amazon utilized only Ms. Kryzhanovskiy's base hourly rate and multiplied it by 1.5 to get the \$32.82 rate paid for overtime work performed. Ms. Kryzhanovskiy also received "Shift Pay" at the rate of \$0.60/hr for 36.60 hours worked, but only received "Shift Pay @O/T" at the rate of \$0.8889/hr. See *Id.* The "Shift Pay @O/T rate is less than 1.5x Ms. Kryzhanovskiy's base "Shift Pay" rate. Since Ms. Kryzhanovskiy's "Shift Pay @O/T rate was inaccurately low *and* her "Guarantee Pay" was not factored into the rate paid for her overtime hours *at all*, she was underpaid overtime wages.

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also entitled to sick pay pursuant to California Labor Code section 245, et seq. Although Labor Code section 248.5, subdivision (l)(1) mandates that paid sick leave for non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time", pursuant to its uniform policy, practice and procedure, Amazon failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt California employees' regular rate of pay for purposes of sick pay. As such, Amazon did not properly "provide" its California non-exempt employees with sick pay in violation of Labor Code section 233. See **Exhs. 2-4** (paying "personal time", which was used for qualifying sick leave, at Ms. Kryzhanovskiy's base hourly rate).

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. Amazon regularly required Ms. Kryzhanovskiy and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands. On the occasions that Ms. Kryzhanovskiy and Amazon's other California non-exempt employees were able to take their meal breaks, they routinely occurred after 5 hours of work. Further, Amazon frequently failed to relieve Ms. Kryzhanovskiy and its other non-exempt California employees of employer control during their meal and rest breaks. When Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were not provided compliant meal and rest breaks, Amazon routinely did not pay premiums as required by California law. There were some occasions, however, when Amazon did pay meal and rest period premiums to Ms. Kryzhanovskiy and its other California non-exempt employees, thereby acknowledging it had deprived them of the required meal and rest

May 27, 2021

Page 3

periods. Finally, when premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay. See **Exhs. 2, 4**.

Because of the violations set forth above, and as evidenced in the samples of Ms. Kryzhanovskiy's wage statements attached hereto as **Exhibits 2-4**, the wage statements furnished by Amazon to its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:

- a. The gross wages earned, in violation of section 226(a)(1);
- b. The net wages earned, in violation of section 226(a)(5); and
- c. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

Separate and independent from the foregoing, the wage statements Amazon furnishes to Ms. Kryzhanovskiy and its other non-exempt California employees violate Labor Code section 226(a)(2) and (9) insofar as they fail to accurately show the employee's total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Specifically, the total hours worked and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate never match Ms. Kryzhanovskiy's time records and, further, are confusing in that Amazon frequently purported to pay her "shift pay" for more hours than identified as her "total hours worked" in the separate "Information" section of the wage statements. See **Exhs. 2-4**.

For example, during the pay period of January 10 to January 16, 2021, Ms. Kryzhanovskiy's wage statement reflects 33.13 hours at "Regular" and .27 hours at "Overtime" for a total of 33.40 total hours worked. See **Exhibit 3**. During that same pay period, Ms. Kryzhanovskiy's wage statement also shows 36.60 hours of "Shift Pay" and 0.27 hours of "Shift Pay @ O/T." *Id.* Accordingly, either the total hours listed on her wage statement are inaccurate in violation of Labor Code section 226(a)(2) or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate are inaccurate in violation of Labor Code section 226(a)(9). Further, if the former, Amazon is also underpaying Ms. Kryzhanovskiy and its other non-exempt California employees in violation of Labor code section 510 and 1182.12 et. seq.

Because Amazon underpays its non-exempt California employees, fails to properly calculate and pay their overtime and sick pay, and because they are not provided compliant meal and rest breaks, or the premiums associated with missing the same, they are not timely paid all wages due and owing to them during each pay period and at the end of their employment in violation of Labor Code sections 204 and 201-203.

Also separate and independent from the foregoing, Amazon pays Ms. Kryzhanovskiy and its other female employees at wage rates less than the rates paid to male employees for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and

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performed under similar working conditions in violation of Labor Code section 1197.5. Labor Code section 1197.5, subdivision (b) prohibits employers from compensating employees of different genders differently for substantially similar work. Despite this mandate, Amazon paid Ms. Kryzhanovskiy and its other current and former female employees within California at wage rates less than those paid to male employees for substantially similar work. Specifically, at the time Ms. Kryzhanovskiy was hired she was offered a base hourly wage of \$21.88 along with an initial signing bonus of \$8,000 and a bonus after one year in the amount of \$6,000. A male employee hired to the *exact* same position in the *exact* same physical location as Ms. Kryzhanovskiy in April 2020, however, was paid an initial base salary of \$23.80, provided an initial signing bonus of \$10,000 and a bonus after one year of \$7,000, all substantially more than Ms. Kryzhanovskiy was paid for performing the same job duties. See **Exhibit 5**. The male employee was initially paid a base hourly rate 8.7% more than his female counterpart and received a signing bonus and second sign-on payments that were 25% and 16.67% greater, respectively. See **Exhibits 1, 5**. Recently, Amazon adjusted the compensation of Ms. Kryzhanovskiy and her male contemporary, however the adjustment did not equalize the pay rates—Ms. Kryzhanovskiy continues to be paid more than 8% less (\$22.21 vs. \$24.08). Ms. Kryzhanovskiy is informed and believe Amazon routinely underpays its female employees as compared to male employees performing substantially similar job functions and that there are no bona fide factors, other than gender, that justify the widespread pay disparities.

Accordingly, and as set forth above, Ms. Ms. Kryzhanovskiy contends Amazon has violated Labor Code sections 201-204, 226, 226.7, 233, 246, 510, 512, 1197.5, and 1182.12, as well as and the applicable IWC Wage Orders.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Kryzhanovskiy intends to file a civil complaint, or amend a pre-existing civil complaint, against Amazon pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By



JENNY D. BAYSINGER

Enclosures

EXHIBIT 1



P.O. BOX 81226, SEATTLE, WA, 98108-1226

1/10/2020

Leilani Kryzhanovskiy

[REDACTED]
US

Dear Leilani:

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on January 20, 2020 ("Start Date"). Your salary will be \$21.88 per hour, (\$45,510.40 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$8,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2021. Ordinarily this process occurs each April.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Steven McCoy

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire December 29, 2019.

Leilani, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Steven McCoy
WHS Manager II

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

Jan 14, 2020

Date

Leilani Kryzhanovskiy

2020-01-10-08-01-79d43945-392c-4393-86cd-c2995cb0a68a

EXHIBIT 2

SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	65.27	1,428.11	4,751.90
Overtime	32.8200	1.83	60.06	262.23
Ca Meal Prem	21.8800	1.00	21.88	65.64
Imputed Income			0.51	1.02
Personal Time	21.8800	9.88	216.17	338.70
Shift Pay @O/T	0.9016	1.83	1.65	1.65
Shift Pay	0.6000	76.15	45.69	45.69
Signing Bonus				8,000.00
Gross Pay			\$1,774.07	13,466.83

Deductions	Statutory	Other
Federal Income Tax	-51.76	
Social Security Tax	-95.73	
Medicare Tax	-22.39	
CA State Income Tax	-1.77	
CA SUI/SDI Tax	-15.42	
Imputed		-0.51
Pre-Tax Dental		-30.00*
Pre-Tax Medical		-197.54*
Pre-Tax Vision		-4.15*
Slifcd		-0.70
Slifsp		-0.34
401K		-70.94*
Net Pay	\$1,282.82	
Checking Dep.		-1,282.82

LEILANI KRYZHANOVSKIY

Net Check **\$0.00**

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$1,471.44

Other Benefits and Information	this period	total to date
Group Term Life	1.52	4.56
Personal	5.62	
Tot Work Hours	67.10	
Vacation	4.65	

Important Notes

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
 DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Married
 Exemptions/Allowances:
 CA: 3

AMAZON.COM SERVICES INC.
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Advice number: 00000126196
 Pay date: 03/06/2020

Deposited to the account of	account number	transit ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx xxxx	\$1,282.82

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 3

SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	33.13	724.88	724.88
Overtime	32.8200	.27	8.86	8.86
Guarantee Pay			375.09	1,750.40
Imputed Income			0.20	0.60
Personal Time	21.8800	3.47	75.92	75.92
Shift Pay @O/T	0.8889	.27	0.24	0.24
Shift Pay	0.6000	36.60	21.96	26.76
Holiday Pay				175.04
Gross Pay			\$1,207.15	2,762.70

Deductions	Statutory	Other
Federal Income Tax	-58.56	136.52
Social Security Tax	-67.18	148.29
Medicare Tax	-15.71	34.68
CA State Income Tax	-38.64	91.49
CA SUI/SDI Tax	-12.99	28.67
Imputed	-0.20	0.60
Pre-Tax Dental	-15.69*	47.07
Pre-Tax Medical	-106.62*	319.86
Pre-Tax Vision	-2.08*	6.24
Slifcd	-0.35	1.05
Slifsp	-0.22	0.66
401K	-48.28*	110.48
Net Pay	\$840.63	
Checking Dep.	-840.63	

LEILANI KRYZHANOVSKIY

Net Check **\$0.00**

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,034.48

Other Benefits and Information	this period	total to date
GroupTerm Life	0.76	2.28
Personal Balnce	12.12	
Tot Work Hours	33.40	
Vacation Balnce	23.78	

Important Notes
YOUR COMPANY PHONE NUMBER IS 888-892-7180

BASIS OF PAY: HOURLY
LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information
Taxable Marital Status: Single
CA: Single

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 0000070505
Pay date: 01/22/2021

Deposited to the account of LEILANI KRYZHANOVSKIY account number xxx8957 transit xxxx ABA xxxx amount \$840.63

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO
Y1K 667495 129900 2136 000070505 1

Page 2 012-0208
AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Earnings Statement



Period Beginning: 01/10/2021
Period Ending: 01/16/2021
Pay Date: 01/22/2021

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

LEILANI KRYZHANOVSKIY

EXHIBIT 4

SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	38.95	852.23	3,503.65
Overtime	32.8200	.25	8.21	292.10
Ca Meal Prem	21.8800	3.00	65.64	109.40
Imputed Income			0.20	110.25
O/T Premium 2	8.8900	.25	2.22	
On Sign Bonus			230.77	873.63
Personal Time	21.8800	1.85	40.48	282.69
Shift Pay @O/T	0.9200	.25	0.23	8.02
Shift Pay	0.6000	43.80	26.28	116.43
Guarantee Pay				1,750.40
Holiday Pay				350.08
Gross Pay			\$1,226.26	7,443.81

Deductions	Statutory	Other
Federal Income Tax	-42.17	Imputed -0.20
Social Security Tax	-60.66	Pre-Tax Dental -31.38*
Medicare Tax	-14.19	Pre-Tax Medical -213.24*
CA State Income Tax	-28.43	Pre-Tax Vision -4.16*
CA SDI Tax	-11.73	Slifcd -0.70
		Slifsp -0.44
		401K -79.62*

LEILANI KRYZHANOVSKIY

Net Pay	\$739.34
Checking Dep.	-739.34
Net Check	\$0.00

* Excluded from federal taxable wages
 Your federal taxable wages this period are \$897.86

Other Benefits and Information	this period	total to date
GroupTerm Life	0.76	7.60
Personal Balnce	11.92	
Tot Work Hours	39.20	
Vacation Balnce	31.53	

Important Notes
 YOUR COMPANY PHONE NUMBER IS 888-892-7180

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status: Single
 CA:

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Advice number: 00000123651
 Pay date: 03/12/2021

Deposited to the account of	account number	transit ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx xxxx	\$739.34

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO
 Y1K 667495 129900 2136 0000123651 1

Page 2 004-0208
 AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Earnings Statement



Period Beginning: 02/28/2021
 Period Ending: 03/06/2021
 Pay Date: 03/12/2021

LEILANI KRYZHANOVSKIY

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

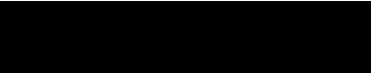
EXHIBIT 5



P.O. BOX 81226, SEATTLE, WA, 98108-1226

4/24/2020

Sergey Kryzhanovskiy



US

Dear Sergey:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on May 4, 2020 ("Start Date"). Your salary will be \$23.80 per hour, (\$49,504.00 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$10,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$7,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2022. Ordinarily this process occurs each April. Please note that the number of shares scheduled to vest on a particular vesting date will be rounded down to the nearest whole share, and if the number is less than one whole share, you will not receive any shares until the next scheduled vesting date.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Rick Borszcz

Shift Pattern: AAAA

Your shift or schedule may change in the future. Based on business need, Amazon.com Services LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access

to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire April 5, 2020.

Sergey, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Rick Borszcz
Regional WHS Manager

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.

Sergey Kryzhanovskiy

Signature

~~Apr 28, 2020~~

Date

Sergey Kryzhanovskiy

LAW OFFICES OF

MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
.....
360 EAST SECOND STREET, SUITE 800
LOS ANGELES, CA 90012

STOCKTON OFFICE
.....
2453 GRAND CANAL BLVD.
STOCKTON, CA 95207

LODI OFFICE
.....
118 W. OAK STREET
LODI, CA 95240

MAILING ADDRESS:
112 S CHURCH STREET
LODI, CA 95240

112 S CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

October 11, 2023

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/266>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA ELECTRONIC MAIL ONLY TO COUNSEL FOR AMAZON

nkhansari@gibsondunn.com; bhamburger@gibsondunn.com; lblas@gibsondunn.com

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Amazon.com Services, Inc.
202 Westlake Ave N
Seattle, WA 98109

Re: Patricia Salazar (DOB: 11/12/1949)

To Whom It May Concern:

This firm represents Patricia Salazar in relation to her employment with Amazon.com Services LLC and/or Amazon.com Services, Inc. (collectively, "Amazon"). Salazar was hired by Defendant Amazon.com Services, LLC on or around August 2, 2022 to work in the position of ERC HR Specialty. See **Exhibit 1**.¹ At all relevant times, Plaintiff was properly classified as a non-exempt hourly employees and were, thereby, entitled to be paid at least minimum wage for all hours worked and overtime/doubletime as appropriate. In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Salazar's written notice to the Labor and Workforce Development Agency ("LWDA") and Amazon regarding the following Labor Code violations, and the facts and theories supporting the same.

Employers have, within the last year and beyond, as to Ruiz and other current and former employees within California, failed to do the following:

¹ Exhibits 1-3 are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

October 11, 2023

Page 2 of 3

1. Properly Calculate and Pay Overtime. Ms. Salazar and Amazon's other non-exempt California employees are eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation including, but not limited to "Signing Bonus". **Exhibits 2.** Throughout her employment and before, however, Amazon failed to properly calculate and pay the overtime wages owed to Ms. Salazar and its other non-exempt California employees. Specifically, pursuant to its uniform policy, practice and procedure, Amazon a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Salazar and its other non-exempt employees' "regular rate of pay" for purposes of overtime or b) miscalculated Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime.
2. Failure to Properly Calculate and Pay Meal Period Premiums. – Ms. Salazar and Amazon's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. Amazon regularly required Ms. Salzar and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands. There were some occasions, however, when Amazon did pay meal and rest period premiums to Ms. Salzar and its other California non-exempt employees, thereby acknowledging it had deprived them of the required meal and rest periods. Finally, when premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay. See **Exhs. 2.**
3. Furnish Accurate Itemized Wage Statements – Because of the violations set forth above, and as evidenced in the samples of Ms. Salazar's wage statements attached hereto as **Exhibits 2-3**, the wage statements furnished by Amazon to its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:
 - a. The gross wages earned, in violation of section 226(a)(1);
 - b. The net wages earned, in violation of section 226(a)(5); and
 - c. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).
4. Timely Pay Wages – Because Employers failed to properly pay overtime premium wages when they became due, they necessarily violated the provisions of Labor Code section 204.
5. Pay All Wages on Separation – Because Employers failed, and continue to fail, to compensate properly for overtime wages due there are necessarily wages that remained outstanding at the time Ruiz and other California employees separate from employment with Employers that are not timely paid at the end of their employment.

Accordingly, and as set forth above, Ms. Salazar alleges Amazon has violated Labor Code sections 201-204, 226, 226.7, 510, and 512 as well as and the applicable IWC Wage Orders.

October 11, 2023

Page 3 of 3

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Salazar intends to file a civil complaint, or amend a pre-existing civil complaint, against Amazon pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By  _____
JENNY D. BAYSINGER

Enclosures

EXHIBIT 1



P.O. BOX 81226, SEATTLE, WA, 98108-1226

8/2/2022

Patricia Salazar

[REDACTED]
United States

Dear Patricia:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of ERC HR Specialty . This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on August 8, 2022 ("Start Date"). Your salary will be \$27.04 per hour, (\$56,243.20 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2024. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$7,200.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,600.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 228 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2024. Ordinarily this process occurs each April.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Background Check

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

A copy of the Agreement is provided in Appendix A at the end of this document. An identical Agreement will be sent separately for your signature.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire August 12, 2022.

Patricia, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Cheri Gould
HR Manager, US – ERC

EXHIBIT 2

W3K 017857 867800 VCA 0000350572 1

Page 1(Cont Next Page)

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 981099

Earnings Statement



Period Beginning: 08/21/2022
 Period Ending: 08/27/2022
 Pay Date: 09/02/2022

PATRICIA J SALAZAR

Filing Status: Single/Married filing separately
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	38.78	1,048.61	3,108.52
Overtime	40.5600	4.22	171.16	186.57
Double Time	54.0800	.25	13.52	13.52
O/T Premium	5.7405	.38	2.18	2.18
Rest/Meal Prem				135.20
Signing Bonus				7,200.00
Gross Pay			\$1,235.47	10,645.99

Net Check \$0.00

Correction: .38 OT Hours for 08/21/22 - 08/27/22

* Excluded from federal taxable wages

Your federal taxable wages this period are \$1,075.44

Deductions	Statutory	Other
Federal Income Tax	-97.52	1,856.48
Social Security Tax	-76.04	659.12
Medicare Tax	-17.79	154.15
CA State Income Tax	-39.93	845.57
CA SDI Tax	-13.46	116.85
Accident Ins	-0.87	1.74
Grp Legal Plan	-3.48	6.96
Healthcare Fsa	-6.00*	12.00
Pre-Tax Dental	-2.08*	4.16
Pre-Tax Vision	-3.69*	7.38
Supp Ad/D	-0.12	0.24
Supp Life Ins	-8.28	16.56
401K-Roth	-61.77	61.77
401K-Trad	-148.26*	325.10
Net Pay	\$756.18	
Checking Acct 1	-756.18	

Other Benefits and Information

	this period	total to date
Ca Pto Balance	6.93	
Groupterm Life	2.85	8.55
Tot Work Hours	43.25	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT [HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 981099

Advice number: 0000350572
 Pay date: 09/02/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	\$756.18

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 3

W3K 017857 867800 VCA 0000330568 1

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 [REDACTED]
 SEATTLE, WA 981099

Earnings Statement



Period Beginning: 08/07/2022
 Period Ending: 08/13/2022
 Pay Date: 08/19/2022

Filing Status: Single/Married filing separately
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: [REDACTED]

PATRICIA J SALAZAR
 [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	40.00	1,081.60	1,081.60
Rest/Meal Prem	27.0400	1.00	27.04	27.04
Signing Bonus			7,200.00	7,200.00
Gross Pay			\$8,308.64	8,308.64

Other Benefits and Information	this period	total to date
Ca Pto Balance	2.31	
Groupterm Life	2.85	2.85
Tot Work Hours	40.00	

Deductions	Statutory		
Federal Income Tax		-1,672.56	1,672.56
Social Security Tax		-515.31	515.31
Medicare Tax		-120.52	120.52
CA State Income Tax		-771.69	771.69
CA SDI Tax		-91.40	91.40
Other			
401K-Trad		-88.69*	88.69
Net Pay		\$5,048.47	
Checking Acct 1		-5,048.47	
Net Check		\$0.00	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT [HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

Additional Tax Withholding Information

Taxable Marital Status:

CA: Single

Exemptions/Allowances:

CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$8,219.95

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AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 981099

Advice number: 0000330568
 Pay date: 08/19/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	[REDACTED]

THIS IS NOT A CHECK

NON-NEGOTIABLE