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Attorneys for Plaintiffs,
on behalf of themselves and all others similarly situated

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

KENDELL LARON PRATER, RUSSEL
STEPHEN, TYLER KARLI, SABRINA DENNIS,
CAROL MARTINEZ, and NATHAN
BREDENBURG on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ON COURIER 365, INC., a California corporation;
WEB TO DOOR CORP., a Nevada corporation;
SOUTH EAST EMPLOYEE LEASING
SERVICES, INC., a Florida corporation; AMAZON
LOGISTICS, INC., a Washington corporation;
AMAZON SERVICES, INC., a Washington
corporation; AMAZON.COM LLC, a Washington
corporation; AMAZON.COM SERVICES, LLC, a
Washington corporation; AMAZON.COM, INC., a
Washington corporation,

Defendants.

Case No. 20-CIV-02814

[Assigned to the Hon. V. Raymond
Swope, in Dept. 23]

**STIPULATION TO AMEND CLASS,
REPRESENTATIVE, AND
COLLECTIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

HEARING INFORMATION:

DATE: October 23, 2023
TIME: 3:00 p.m.
DEPT: 23

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2 Krysten Connon
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STIPULATION

IT IS HEREBY STIPULATED by and between Kendall Prater, Tyler Karli, Russel Stephen, Sabrina Dennis, Carol Martinez, and Nathan Bredenburg (collectively, "Plaintiffs") and Defendants Amazon Logistics, Inc., Amazon.com, LLC, Amazon.com Services, Inc., Amazon.com, Inc., Amazon.com Services, LLC ("Amazon"), On Courier 365, Inc. ("ONCI") and Web to Door Corp. ("WTD") (collectively, "Defendants") through their undersigned attorneys of record, as follows:

1. Paragraph 3 of the Class, Representative, and Collective Action Settlement Agreement and Release ("Settlement Agreement") provides that "[u]pon cashing or depositing a settlement check, all Participating ONCI and WTD California and Utah Collective Action Members will be deemed to have released all of their Collective Action Member Released Claims."

2. Paragraph 11(g) provides that "[o]pt-in and release language regarding the release of the Collective Action Member Released Claims will be printed on each California and Utah Individual Settlement Payment check, with the advisement that cashing such check constitutes consent under the FLSA to opt into the collective action as proposed by the Complaint and to release all Collective Action Member."

3. Paragraph 11(g) further requires that each California and Utah Individual Settlement Payment include the following advisement on the back of the check:

By endorsing, cashing, or depositing this check, I affirm my release of On Courier 365 Inc, Web to Door Corp., Amazon Logistics, Inc., and the Released Parties of all Collective Action Member Released Claims as defined in the Settlement Agreement approved by the Court in the lawsuit entitled *Kendall Prater v. On Courier 365, Web to Door Corp.*, (San Mateo Sup. Ct., 2020, Case No. 20-CIV-02814). I affirm that I will not sue under or assert any of the Collective Action Member Released Claims, including FLSA claims, against any of the Released Parties.

4. The full text of the Fair Labor Standards Act provides: "No employee shall be a party plaintiff to any such action unless he gives his consent in writing to become such a party

1 and such consent is filed in the court in which such action is brought.” 29 U.S.C. §216(b).

2 5. Accordingly, the Parties now wish to amend the Settlement Agreement as
3 follows:

4 **Paragraph 3:** Upon signing and cashing or depositing a settlement check, all
5 Participating ONCI and WTD California and Utah Collective Action Members will be deemed
6 to have released all of their Collective Action Member Released Claims. Within thirty-five (35)
7 days of the conclusion of the check cashing period, Class Counsel shall file with the Court a
8 declaration stating the names of the Collective Action Members who signed and cashed or
9 deposited their Individual Settlement Awards. Class Counsel will also attach to the Declaration
10 redacted copies of all the check endorsements signed by the Participating Collective Action
11 Members, which constitutes those individuals’ consent to join the FLSA action.

12 **Paragraph 11(g):** Opt-in and release language regarding the release of the Collective
13 Action Member Released Claims will be printed on each California and Utah Individual
14 Settlement Payment check, with the advisement that signing and depositing or cashing such
15 check constitutes consent under the FLSA to opt into the collective action as proposed by the
16 Complaint and to release all Collective Action Member Released Claims. The language to be
17 included will be substantially similar to the following:

18 By endorsing and cashing, or depositing this check, I affirm my release of On
19 Courier 365 Inc, Web to Door Corp., Amazon Logistics, Inc., and the Released
20 Parties of all Collective Action Member Released Claims as defined in the
21 Settlement Agreement approved by the Court in the lawsuit entitled *Kendall Prater*
22 *v. On Courier 365, Web to Door Corp.*, (San Mateo Sup. Ct., 2020, Case No. 20-
23 CIV-02814). My signature constitutes consent to have the Named Plaintiff and her
24 counsel represent me and file a copy of my endorsement/consent with the Court in
25 this action pursuant to 29 U.S.C. § 216(b). I affirm that I will not sue under or assert
26 any of the Collective Action Member Released Claims, including FLSA claims and
27 any claims under state or local wage and hour laws, against any of the Released
28 Parties.

Respectfully submitted,

Dated: September 29, 2023

BIBIYAN LAW GROUP, P.C.

DocuSigned by:

Vedang Patel
DAVID BIBIYAN
VEDANG J. PATEL

Dated: September 29, 2023

JUSTICE LAW CORP.

DocuSigned by:

9BDB89A3154B4C1
 DOUGLAS HAN
 JASON ROTHMAN

Dated: September 29, 2023

LICHTEN & LISS-RIORDAN, P.C.

DocuSigned by:

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 SARAH R. SCHALMAN-BERGEN, *pro hac vice*
 KRYSTEN CONNON, *pro hac vice*

Dated: September 29, 2023

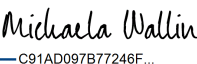
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 RYAN ALLEN HANCOCK

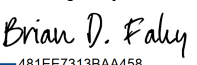
Dated: September 29, 2023

BERGER MONTAGUE PC

DocuSigned by:

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 MICHAELA L. WALLIN
 ALEXANDRA K. PIAZZA

Dated: October 2, 2023

MORGAN, LEWIS & BOCKIUS LLP

DocuSigned by:

481EE7313BA4458
 STEPHANIE SWEITZER
 SARAH ZENEWICZ
 BRIAN D. FAHY

*Attorneys for Amazon Logistics, Inc., and
 Amazon.com, Inc.*

Dated: September 29, 2023

ARABIAN-LEE LAW CORPORATION

DocuSigned by:

DE8B2E7288DC4CF
 ELLEN ARABIAN-LEE

*Attorney for On Courier 365, Inc. and Web to
 Door Corp.*