

NOTICE OF CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION SETTLEMENT

Kendall Prater v. On Courier 365, Web to Door, and Amazon Logistics, Inc. et al.
Superior Court of the State of California - County of San Mateo, Case No. 20-CIV-02814

*The Court authorized this Notice of Class, Representative, and Collective Action Settlement.
This is not a solicitation. This is not a lawsuit against you, and you are not being sued.*

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

1. Why Should You Read This Notice?

This Notice of Class, Representative, and Collective Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement, or if you want, to exclude yourself from or object to the Settlement (if applicable). The Superior Court of the State of California, County of San Mateo has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **June 24, 2024 at 3:00 p.m.**, before the Honorable Raymond Swope in Department 23 of the Superior Court of California, San Mateo County. You received this Notice because the records of On Courier 365, Inc. (“ONCI”) and Web to Door Corp. (“WTD”) show that you were employed as an hourly non-exempt employee by ONCI and/ or WTD between February 28, 2016 and July 12, 2022. All of these non-exempt employees that worked for ONCI or WTD during the applicable time periods are referred to collectively as “Settlement Class Members”.

2. What is this Lawsuit About?

The Second Amended Complaint asserts claims against ONCI, WTD as well as Amazon Logistics, Inc., and Amazon.com, Inc. (“Amazon”) (collectively, “Defendants”), and alleges the following claims on behalf of the California Class Action Members: (1) failure to pay regular pay/minimum wages; (2) failure to pay overtime premium pay (including, but not limited to, the failure to properly calculate the regular rate of pay); (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to reimburse for necessary business expenditures; (6) failure to provide accurate itemized wage statements and failure to maintain records; (7) failure to timely pay wages; (8) failure to provide a copy of signed documents; (9) retaliation; (10) failure to maintain accurate records; (11) failure to provide paid sick days/written notice; and (12) unlawful and deceptive practices in violation of California’s Unfair Competition Law.

The Second Amended Complaint also alleges on behalf of the PAGA Settlement Group Members that the Defendants are liable for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor sections 2698 *et seq.* (“PAGA”).

The Second Amended Complaint additionally alleges that both the California Class Action Members and Utah Collective Action Members are entitled to wages and liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”).

Defendants deny all of the claims in the Consolidated Complaint, and deny any and all liability or wrongdoing with respect to the allegations made in the Consolidated Complaint. Defendants additionally contend that, for any purpose other than this Settlement, none of the claims in the Consolidated Complaint are appropriate for class, collective action, and/or representative treatment. Amazon further specifically denies that it was an employer or joint employer of any Settlement Class Member, each of whom was employed by ONCI or WTD. However, Defendants have agreed to the Settlement to avoid continued litigation.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Defendants have agreed to pay a maximum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) to settle all claims (“Gross Settlement Amount”).

Deductions from the Gross Settlement Amount shall be made for: (1) attorneys’ fees and costs for Class Counsel (see Section 9 below); (2) service awards in the amount of \$10,000.00 each to Plaintiffs Kendall Prater, Tyler Karli, Stephen Russel, Sabrina Dennis, Carol Martinez, and Nathan Bredenburg for their service to the Settlement Class Members and broader release of claims in favor of Defendants; (3) PAGA Payment in the amount of \$100,000.00, 75% of which shall be paid to the Labor & Workforce Development Agency (“LWDA”) and 25% of which shall be paid to the PAGA Settlement Group Members; and (4) settlement administration costs. After deductions of these amounts, what remains (“Net Settlement Amount”) shall be divided into Individual Settlement Payments to the Settlement Class Members calculated under the formula provided in Section 4 below. Under the terms of the Settlement Agreement, you do not need to do anything to receive a monetary settlement award, and check(s) will be sent to you if the Court grants final approval of the Settlement and you do not file a valid and timely Request for Exclusion.

4. How Much Can I Expect to Receive if the Settlement is Approved?

If you do not file a valid and timely Request for Exclusion (per Section 6 below), your Individual Settlement Payment shall be calculated based on the records submitted by ONCI and WTD, as follows:

The Settlement Administrator will allocate the amount of \$50.00 to each Settlement Class Member who does not file a valid and timely Request for Exclusion, so that each such individual is sent a settlement payment of at least \$50.00.

In addition to the \$50.00, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion, where each California Eligible Workweek will be equal to six (6) settlement shares and each Utah Eligible Workweek will be equal to one (1) settlement share to reflect the higher potential value of the claims of ONCI and WTD’s California delivery drivers relative to the claims of ONCI and WTD’s Utah delivery drivers. The Settlement Administrator will then divide the Net Settlement Amount by the sum of all settlement shares to determine the value of each settlement share (“Settlement Share Value”) and multiply each applicable Settlement Class Member’s individual settlement shares by the Settlement Share Value to determine that individual’s California or Utah Individual Settlement Payment.

Individual PAGA Payments will be paid from the total PAGA Payment and will be an equal payment to all PAGA Settlement Group Members calculated as follows: 25% of the PAGA Payment (*i.e.*, \$25,000.00) divided by the number of PAGA Settlement Group Members.

Your total estimated Individual Settlement Payment will be based on your number of settlement shares, as shown in ONCI and WTD’s records, in addition to an Individual PAGA Payment of \$5.76 if you are a PAGA Settlement Group Member. If you have questions about the number of Eligible Workweeks of your Individual Settlement Payment, you may contact the Settlement Administrator at the contact information below and must submit any disputes by the Response Deadline of **April 30, 2024**.

Twenty-five percent (25%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments shall be deemed payment for settlement of claims for wages and expenses, and will be subject to appropriate deductions and withholdings calculated and made by the Settlement Administrator. Seventy-five percent (75%) of the California Individual Settlement Payments, and fifty percent (50%) of the Utah Individual Settlement Payments, shall be deemed payment for settlement of non-wage claims (*i.e.*, for penalties, liquidated damages, and interest under California law and the FLSA) and not subject to withholdings. One hundred percent

(100%) of the Individual PAGA Payments shall be deemed payment for settlement of claims for penalties and not subject to withholdings. Defendants will pay the employer payroll taxes separately from the Individual Settlement Payments. Neither the Settlement Administrator nor the Plaintiffs or Defendants or their counsel can provide you with any tax advice. You should contact your accountant or tax-related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

5. What are the Releases?

If the Court grants final approval of the Settlement, this lawsuit, as pleaded in the Second Amended Complaint, will be dismissed with prejudice against Defendants, and all Settlement Class Members will release Defendants and all Releasees (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the original, amended and/or Complaints and/or LWDA notices in this action, including, but not limited to, any claim for the alleged violations discussed in Section 2 above, or any claim for other compensation or relief arising under California and/or Utah wage and hour laws and PAGA civil penalties beginning from the longest applicable statute of limitations period through July 12, 2022.

However, with the exception of the named Plaintiffs, only Settlement Class Members who cash or deposit their Individual Settlement Payment check will release their FLSA and (if applicable) Utah law claims against Defendants for the applicable time period.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from the case website at www.ONCW2DSettlement.com.

6. What Are My Rights?

- **Do Nothing:**
If you do nothing and the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment. You will release your FLSA claims and (if applicable) your claims under Utah law if you cash or deposit your Individual Settlement Payment. You will also release your claims under California law (if applicable) as provided for in Section 5 above, regardless of whether you receive, cash and/or deposit your Individual Settlement Payment.
- **Opt-Out: (For California Class Action Members Only)**
If you do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("Request for Exclusion") by mail to the Settlement Administrator, postmarked by the Response Deadline of **April 30, 2024**, where the postmark date shall be the exclusive means for determining whether a Request for Exclusion is timely mailed. The Request for Exclusion must contain your full name, present mailing address, telephone number, email address (if applicable), last four digits of your social security number, and a statement expressing that you elect to be excluded from the Settlement, and must be signed individually by you. No Request for Exclusion may be made on behalf of a group.

Any person who submits a valid and timely Request for Exclusion (i.e., opts out of the Settlement) will not be entitled to any settlement payment and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.

Except that a Settlement Class Member who submits a valid and timely Request for Exclusion (opts out) will still be bound by the terms of the PAGA Release if they are a PAGA Settlement Group Member, regardless of whether they receive, cash, and/or deposit any Individual Settlement Payment check.
- **Object: (For California Class Action Members Only)**
If you wish to object to the Settlement, you may do so in person at the Final Approval Hearing and/or in writing. Objections, whether written or in person, shall only be considered if the Settlement Class Member has not submitted a Request for Exclusion (i.e., has not opted out of the Settlement). Any written objection must be signed by you and must state your full name and present mailing address as well as your telephone number and email

address (if applicable), the factual and legal grounds for your objection, and whether you intend to appear at the Final Approval Hearing. Any written objection must be mailed to the Settlement Administrator and postmarked by the Response Deadline of **April 30, 2024**, where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed.

Regardless of whether you submit a written objection, you may also appear at the Final Approval Hearing to discuss your objection with the Court, the Plaintiffs, and the Defendants. However, if an attorney will represent you in objecting to this Settlement, you must either timely file a written objection or your attorney must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendants (addresses below) with this notice no later than the Response Deadline of **April 30, 2024**.

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If you fail to submit a valid and timely written objection and also fail to present an objection in person at the Final Approval Hearing, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

7. Can Defendants Retaliate Against Me for Participating in this Settlement?

No. It is unlawful for Defendants to take any adverse action against you as a result of your participation (or non-participation) in this Settlement.

8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class Members are represented by the following attorneys (collectively, "Class Counsel"):

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751 N. Fair Oaks Ave, Suite 204
Pasadena, CA 91103

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel's attorneys' fees and costs will be paid from the Gross Settlement Amount. You do not have to pay Class Counsel. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of the Gross Settlement Amount plus their reasonable out-of-pocket costs, not to exceed \$50,000. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below or Class Counsel listed above. Please refer to the On Courier 365/Web to Door/Amazon Settlement in such communications.

On Courier 365/Web to Door/Amazon Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002
Website: www.ONCW2DSettlement.com
Email: info@ONCW2DSettlement.com
Phone: 866-639-1705

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, ON COURIER 365, INC., WEB TO DOOR CORP., OR AMAZON FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.