NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

***Turner, et al. v. Shipt, Inc., et al.,* Los Angeles Superior Court Case No. 19STCV28802**

You are receiving this Notice because you may be eligible to participate in a class action settlement with Shipt. Shipt's records show you are or were a Shopper at some point between September 19, 2018, and July 28, 2023 and may be entitled to receive a payment from the settlement.

Please read this notice carefully. If you would like to participate and receive a payment from this settlement, please visit www.shoppersettlementcalifornia.com, or you may return the attached claim form. Please submit your claim form no later than December 4, 2023, in order to receive your payment later this year, assuming timely court approval.

A proposed class action settlement has been reached in a lawsuit involving certain current and former Shoppers who have used the Shipt Marketplace Application in California alleging that Shoppers should be classified as employees, and that Shipt has violated provisions of California labor law by classifying Shoppers as independent contractors. Shipt denies these allegations. The Court has not made a determination about these allegations. This notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. If the settlement is approved by the Court, Shipt will pay $14,500,000.00 to settle the lawsuit and obtain a release of the claims discussed below in Section 4. The named plaintiffs and their lawyers have requested attorneys' fees/expenses, settlement administration fees, and service awards to the named plaintiffs. If the Court approves the fees, expenses, settlement administration fees, and service awards requested by the named plaintiffs and their lawyers, and after the deduction of an award to the California Labor and Workforce Development Agency, approximately $8,221,666 will be distributed to Settlement Class Members. The Court in charge of the lawsuit still has to decide whether to approve the settlement. If it does, then individuals who have been approved to use and have used the Shipt Marketplace Application as an independent contractor Shopper to accept or complete at least one order in California between September 19, 2018 and July 28, 2023, will be eligible for payment as part of the settlement.

YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE NOT BEING SUED. THIS IS NOT A SOLICITATION FROM A LAWYER.

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SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
OPTION 1: PARTICIPATE IN THE SETTLEMENT	
Submit a Claim and Receive a Payment	If you are a member of the Settlement Class, you must **submit a claim** to receive a payment. Instructions on submitting a claim are set forth in Section 6 below. After the Court approves the settlement, the payment will be mailed to you at the address or account you request in your Claim Form. If your address or account information changes, please notify the Settlement Administrator as explained below. You cannot make a claim if you exclude yourself from the Settlement Class. As detailed below in Section 4, being a member of the Settlement Class means that you may make a claim to receive a payment. It also means that you will release specified claims or causes of action that you may have against Shipt. This means that you will give up your right to be part of another lawsuit or other legal proceeding, including individual arbitration, against Shipt relating to the claims being resolved in this settlement. Additionally, by submitting a claim, you will also release Fair Labor Standards Act ("FLSA") claims that you may have against Shipt. See the explanation below in Section 4.
Object to the Settlement	If you want to object to the settlement, you must mail or email the Settlement Administrator a statement explaining why you do not like the settlement. You cannot object to ask the Court for a higher payment for yourself personally, although you can object to the payment terms (or any other terms) that apply generally to the settlement class. Directions are provided below in Section 8.
Dispute the Information in Shipt's Records	As explained below in Section 5, your share of the settlement will be calculated based on information in Shipt's records about the estimated miles you have driven using the Shipt Marketplace Application between September 19, 2018 and July 28, 2023. If you do not believe that information is correct, you may dispute it. Directions are provided below in Section 5.
Do Nothing	If you do nothing, you will remain a member of the Settlement Class, but you will **not** receive a payment. As detailed below in Section 4, being a member of the Settlement Class means that you will release specified claims that you may have against Shipt.
OPTION 2: EXCLUDE YOURSELF FROM THE SETTLEMENT	
Exclude Yourself From the Settlement	If you do not want to receive payment from the settlement, and you do not want to be a member of the Settlement Class, you must exclude yourself by sending a letter or email to the Settlement Administrator no later than **December 4, 2023**. **If you request exclusion from the Settlement Class, you will receive no money from the settlement (even if you submit a claim), but you will retain your right to sue Shipt for the claims asserted in this lawsuit (except the PAGA claims) in a different lawsuit or in individual arbitration.** See Section 4 below for more information. Instructions to exclude yourself are set forth below.

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1. Why did I get this Notice?

The Plaintiffs and the Defendants in the ***Turner, et al. v. Shipt, Inc., et al.,*** **Los Angeles Superior Court, Case No. 19STCV18801** case have reached a settlement.

You received this Notice because you have been identified as a Settlement Class member.

The Settlement Class is defined as the following:

> Any and all individuals who have been approved to use the Shipt Marketplace Application as an independent contractor Shopper and have used the Shipt Marketplace Application as an independent contractor Shopper to accept or complete at least one order in California between September 19, 2018 and July 28, 2023.

This Notice explains the lawsuit, the settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights will be affected by the settlement.

2. What is the class action lawsuit about?

On August 15, 2019, Plaintiffs Zaleka Turner and Lauren Kiktavi filed a California Private Attorneys General Act ("PAGA") representative action complaint in the Los Angeles County Superior Court, asserting on behalf of themselves and all Shoppers who contract with Shipt as independent contractors in California various wage-related claims against Shipt arising from Shipt's alleged misclassification of Shoppers as independent contractors. On January 8, 2021, Plaintiffs filed a First Amended Complaint adding class claims on behalf of Shoppers who are part of the Settlement Class.

This lawsuit claims that Shipt violated California law, including by misclassifying Shoppers as independent contractors, failing to reimburse Shoppers' allegedly necessary business expenses, and failing to pay minimum wages and overtime, among other Labor Code violations.

Shipt denies that it violated the law in any way, denies Shoppers were, or are, employees, and further denies that the lawsuit is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, the settlement, or any actions to carry out the terms of the settlement means that Shipt admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court did not decide in favor of the Plaintiffs or the Defendants in the lawsuit. Instead, the parties in the lawsuit agreed to a settlement that they believe is a fair, reasonable, and adequate compromise. The parties reached this agreement after lengthy negotiations and independent consideration of the risks of litigation and benefits of settlement through two formal Mandatory Settlement Conferences with a Judge. The Plaintiffs and their lawyers have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced those benefits with the risk that a trial could end in a verdict in Shipt's favor. They also considered the value of the immediate benefit to Settlement Class Members versus the cost and delay of litigation through trial and appeals. Counsel for the Plaintiffs believe that the amount Shipt has agreed to pay is fair, adequate, and reasonable in light of the risks and time required to continue litigating this case.

The Court overseeing the case has reviewed the settlement. The Court preliminarily approved the named plaintiffs to serve as representatives for the Settlement Class defined in Section 1, above. The Court also preliminarily approved the law firms of Lichten & Liss-Riordan, P.C., The Blanchard Law Group, APC, The Dion-Kindem Law Firm, The Holmes Law Group, APC, Blumenthal, Nordrehaug & Bhowmik, and The Tidrick Law Firm LLP to serve as class counsel.

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3. What are the terms of the settlement?

The full Settlement Agreement is available at www.ShopperSettlementCalifornia.com. Subject to the Court's approval, a summary of the terms of the settlement include:

Settlement Amount If the settlement is approved by the Court, Shipt will pay $14,500,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in Section 4.

The settlement amount includes:

- Payments to Settlement Class Members totaling approximately $ 8,221,666 (including a $200,000 Dispute Resolution Fund).
- Attorneys' fees not to exceed $4,833,334 for class counsel.
- Attorneys' costs not to exceed $200,000 for class counsel.
- Administration expenses of no more than $300,000
- $1,160,000 for PAGA penalties, of which 75% ($870,000) will be paid to the State of California and 25% ($290,000) will be paid to the Settlement Class Members
- Awards not to exceed $12,500 each to Plaintiffs Zaleka Turner, Lauren Kiktavi, Ian Sander, Raymond Cho, Jade Green, and Derek Cullimore.

Tax Matters Nothing in this settlement or this Notice is intended to constitute tax advice. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

Conditions of Settlement The payment of Settlement Class Member awards is conditioned upon the Court entering an order at or following a final approval hearing on the settlement, and the settlement becoming final.

4. What do I release by participating in this settlement?

If the Court grants final approval of the Settlement, the Court will enter judgment, and the Settlement will bind all Settlement Class Members who have not opted out, and the judgment will bar all Settlement Class Members from bringing any claims released in the Settlement. The release is stated in full in Section IX of the Settlement Agreement and described in part below:

> Any and all present and past claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements) that are based on or reasonably related to the claims alleged in or that could have been alleged in the operative complaints in each of the Actions, including the Second Amended Complaint, and all misclassification claims, and specifically including: claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* (only for those Settlement Class Members who submit a valid and timely Claim Form); California Labor Code §§ 132a, 201–204, 206.5, 207, 208, 210–214, 216, 218, 218.5, 218.6, 221–224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.5, 450, 510, 512, 551–552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804; the Private Attorneys General Act ("PAGA"), California Labor Code § 2698, *et seq.*; California Code of Civil Procedure § 1021.5; California Code of Regulations, title 8, §§ 11010 and 11040; Industrial Welfare Commission Wage Orders; California Business and Professions Code §§ 17200, *et seq.*; and any other similar state, federal, local, or common law, statute, regulation, or

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ordinance for unpaid wages, minimum wages, regular wages, tips, overtime wages (including but not limited to calculation of the correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, all claims arising out of or relating to the statutory causes of action described herein, restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post- judgment interest at any time between September 19, 2018 and July 28, 2023.

All Settlement Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below shall be bound by this release, except that all Settlement Class Members (even those who do opt out) shall be bound by this release for PAGA claims. Any Settlement Class Member who submits a timely and valid Claim Form or does not submit a timely and valid opt-out request, agrees to waive the Class Action Waiver in any existing arbitration agreement between the Settlement Class Member and Shipt with respect to the Released Claims.

For Fair Labor Standards Act ("FLSA") claims, only Settlement Class Members who submit a claim shall be bound by the release of the FLSA claims.

With respect to all Settlement Class Members (other than the named plaintiffs), Settlement Class Members do not release other claims that are not within the definition of Settlement Class Members' Released Claims.

If you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit or legal proceeding in any forum (including arbitration) against Shipt and the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this litigation will apply to you and legally bind you.

If you wish to obtain additional information about this settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the class counsel at claims@llrlaw.com or any other lawyer.

5. How much will my payment be?

To calculate each Settlement Class Member's share of the settlement, the Settlement Administrator will review Shipt's records from September 19, 2018, through July 28, 2023. Settlement Class Members will be awarded points proportional to the estimated number of miles driven while using the Shipt Marketplace Application as a Shopper.

Settlement Class Members who worked as a Shopper in California before December 16, 2020 (the effective date of Proposition 22) will be awarded points proportional to the estimated number of miles driven while using the Shipt Marketplace Application as a Shopper prior to December 16, 2020, with three points for every estimated mile driven.

Settlement Class Members who worked as a Shopper in California on or after December 16, 2020 (the effective date of Proposition 22) will be awarded points proportional to the estimated number of miles driven on or after December 16, 2020, through July 28, 2023, while using the Shipt Marketplace Application as a Shopper, with one point for every estimated mile driven.

Settlement Class Members who either opt out of arbitration, initiate arbitration, or demonstrate in writing an interest in initiating an arbitration demand against Defendants prior to July 28, 2023, will have their points doubled for purposes of this distribution formula (to account for, from Plaintiffs' perspective, these Shoppers'

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greater likelihood of having their claims pursued, in light of Defendants' arbitration clauses).

The determination of each Settlement Class Member's estimated miles driven is based on the relevant records that Shipt is able to identify. If you do not agree with your estimated miles or with Shipt's records regarding your points, you can inform the Settlement Administrator by mail or email. To contest your number of miles, you must provide documentation showing that you drove more miles between pick-up and delivery than estimated in this Notice. To contest whether you should receive double points, you must provide documentation via email or letter sufficient to show that you submitted a valid request to opt out of arbitration before July 28, 2023, and that you initiated an arbitration demand against Shipt before July 28, 2023, or that you communicated to Shipt (through an attorney or acting on your own) an intent to initiate arbitration before July 28, 2023.

The Net Settlement Amount will be distributed to Settlement Class Members who make a claim in proportion to their number of points (but no Settlement Class Member who submits a claim will receive less than $10). The Net Settlement Amount will be calculated by subtracting from the Settlement Amount the amounts approved by the Court for attorneys' fees for class counsel, class counsel's litigation costs, settlement administration expenses, the incentive awards to the named plaintiffs, and the PAGA-related amount to be paid to the State of California.

Settlement Class Members who do not exclude themselves from the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement **either by (a) submitting a timely claim and not opting out of the class or (b) submitting a timely claim, not opting out of the class, and objecting to the settlement.**

If you do not submit a timely claim for payment and do not opt out of the class, you will not receive a payment, but you will remain part of the Settlement Class, and you will release all claims you may have related to the allegations in the case, as described in Section 4 above.

If you exclude yourself from the settlement, you will not receive a payment, but you will retain the ability to sue Shipt for the claims asserted in this lawsuit (except for the PAGA claim) in a different lawsuit or in individual arbitration. See Section 4 above for more information.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by December 4, 2023.**

Your SIMID is XXXX and your Unique ID is **XXXX.**

Claims can be submitted online by navigating to the web page at www.ShopperSettlementCalifornia.com and following the instructions, or by filling out the enclosed Claim Form and submitting it to the Claims Administrator, at the following address, by mail or e-mail:

Turner et al. v. Shipt, Inc. Settlement Administrator
PO Box 25381
Santa Ana, CA 92799
info@ShopperSettlementCalifornia.com

If you do not submit a claim by December 4, 2023, you will not receive payment under the settlement.

IMPORTANT:

You must notify the Claims Administrator of any change of address or account information to ensure receipt of your settlement payment. You can notify the Claims Administrator of an address or account change by sending a letter or email to the above mailing and email addresses with your new information.

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Settlement checks will be null and void 120 days after issuance if not deposited or cashed. If you do not deposit or cash your check within 120 days after issuance, you will forfeit your right to the funds, and they will be redistributed to other Settlement Class Members who deposited or cashed their checks. Therefore, if your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. Some Settlement Class Members may be entitled to receive a second distribution check from the settlement. These checks will be null and void 120 days after issuance if not deposited or cashed. Any remaining funds after the second distribution will be sent to Legal Aid at Work, a nonprofit organization.

If you opt out of the settlement and also submit a claim for payment, you will not receive payment under the settlement, and will be treated as an opt-out as described in Section 7 below.

The Court will hold a hearing on December 8, 2023, at 1:30 p.m. Pacific time, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within approximately 30 days after the Court approves the Settlement and the period of time to file an appeal has expired. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I do not want to be a part of this settlement?

If you do not wish to participate in this settlement, you must exclude yourself from the settlement or "opt out." Requests for exclusion must be exercised individually by you, not as or on behalf of a group, class, or subclass. If you opt out, you will receive no money from the settlement, and you will not be bound by its terms (except that you will still be releasing your claims under the Private Attorneys General Act). To opt out, you must submit a written request to the Settlement Administrator via postal mail or in the body of an email.

The address to send opt-out requests to the Settlement Administrator is:

Turner et al. v. Shipt, Inc. Settlement Administrator
PO Box 25381
Santa Ana, CA 92799

Your request for exclusion must contain: (1) a clear statement that you wish to be excluded from the settlement in the *Turner v. Shipt, Inc.* class action; (2) your name (and former names, if any), address, and telephone number; and (3) your signature (or the signature of your legally-authorized representative). If you are submitting a request for exclusion by email, your request must be made from your email address used to sign up on the Shipt Marketplace Application, and your typed name at the end of the email shall constitute your "signature." Your request for exclusion must be postmarked or emailed no later than December 4, 2023. Written requests for exclusion that are postmarked or emailed after this date, or that are unsigned by an individual Settlement Class Member, will be rejected, and those Settlement Class Members will remain bound by the settlement and the releases described above.

If you are represented by a lawyer and you would like that lawyer to submit an opt-out request on your behalf, you should contact your lawyer to discuss the settlement, the amount that you would be entitled to receive in the settlement, and your request to opt out of the settlement. A lawyer may submit an opt-out request on your behalf only if certain requirements are met, as stated in Section VII of the Settlement Agreement.

8. How do I tell the Court that I don't like the settlement?

Any Settlement Class Member who has not opted out and believes that the settlement should not be finally approved by the court for any reason may object to the proposed settlement by submitting a written request to the Settlement Administrator via postal mail or in the body of an email.

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The address to send objections to the Settlement Administrator is:

Turner et al. v. Shipt, Inc. Settlement Administrator
PO Box 25381
Santa Ana, CA 92799

A Settlement Class Member may object to any aspect of the proposed settlement, including to the attorneys' fees and service awards. All objections must be in writing and contain at least the following: (1) the case name and number, which is *Turner v. Shipt, Inc.*, in the Superior Court of the State of California, in and for the County of Los Angeles, Case No. 19STCV28802; (2) your name, current address, and telephone number; (3) a description of why you believe the settlement is unfair; and (4) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. If you are submitting an objection by email, your typed name at the end of the email shall constitute your "signature." You can submit an objection even if you also submitted a Claim Form, but you must submit a Claim Form to receive your settlement share.

The objections must be sent to the Settlement Administrator on or before December 4, 2023.

To object to the settlement, you must not opt out of the settlement (except you can still object to the PAGA component of the settlement if you opt out), and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object as required by this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the settlement?

The Court will hold a final approval hearing at 1:30 P.M. Pacific time on December 8, 2023, at the Los Angeles County Superior Court in Department 39, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for attorneys' fees, attorneys' costs, administration expenses, and Plaintiffs' service awards. The purpose of this hearing is for the Court to determine whether to grant final approval to the settlement. If the settlement is not approved, or if there are objections to the settlement and the settlement is appealed, the litigation may continue and take some time (possibly years) to resolve. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you, so you should check the settlement administration website at www.ShopperSettlementCalifornia.com to determine whether the hearing has been rescheduled. You are not required to attend the final approval hearing, although any Settlement Class Member is welcome to attend the hearing.

10. How do I get more information about the settlement?

You may call the Settlement Administrator at (833) 200-8583 or write to *Turner v. Shipt, Inc.*, PO Box 25381, Santa Ana, CA 92799 or email info@ShopperSettlementCalifornia.com. You can also contact Class Counsel at 617-994-5800 or check the settlement administration website at www.ShopperSettlementCalifornia.com. You can view the full docket of the case for free on the Court's website at https://lacourt.org/casesummary/ui/. From there, search for Case Number 19STCV28802. You will see the "Register of Actions" page, where you can view all the motions and court orders that have been filed in this case. This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement document, or get more details about the lawsuit, by writing to Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston, MA 02116.

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The address for Class Counsel is as follows:

Shannon Liss-Riordan
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, Massachusetts 02116
www.llrlaw.com
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You can also visit the settlement administration website at www.ShopperSettlementCalifornia.com to view the following documents:

- The Second Amended Complaint.
- The Settlement Agreement.
- The Preliminary Approval Order.
- This Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

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