

NOTICE OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

Canan Schumann (“Plaintiff”) v. Amazon.com Services LLC; Amazon.com, Inc. (“Amazon”)
U.S. District Court for the District of Oregon, Case No. 3:20-CV-01751-JR (the “Case”)

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

This is your notice that the court has preliminarily approved a class action settlement between Plaintiff and Amazon (the “Settlement”). The class (together the “Class Members”) is defined as: All hourly Operations employees of Amazon working in Oregon during the class period of April 16, 2019 through October 12, 2020 (the “Class Period”). You are receiving this Notice because you have been identified as a Class Member.

This Notice summarizes the Stipulation and Settlement Agreement of Class Action Claims (the “Agreement”), which has been filed with the Court and available at www.AmazonSchumannSettlement.com.

CRITICAL DATES	
August 8, 2023:	Deadline for Group B (defined below) to submit a Claim Form , by mail, email or at www.AmazonSchumannSettlement.com if you want to receive a Group B settlement amount.
August 8, 2023:	Deadline to submit a Request for Exclusion if you do <i>not</i> want to be bound by the Settlement. If you request exclusion, you will not receive any monetary recovery from this Settlement.
August 8, 2023:	Deadline to file and serve any Objection to the Settlement.
September 12, 2023:	Final Approval Hearing for the Court to consider final approval and to hear any objections.
November 3, 2023:	Approximate date payment processing will begin if no objectors and no appeals.

MAXIMUM SETTLEMENT AMOUNT: Amazon has agreed to pay up to \$16,000,000.00 for all payments to Class Members, the Service Payment (defined below), Settlement Administration (defined below), employee and employer shares of applicable payroll tax payments, and Class Counsel’s Attorney Fees and Cost Award (defined below), allocated as follows and all subject to Court approval:

Settlement Awards:

Group A: All Class Members are included within Group A. Group A members shall receive a Settlement Award of \$48.70 for the alleged unpaid wages in the Case. Group A members do not need to submit a Claim Form to receive this amount.

Group B: Those Class Members whose employment with Amazon ended during the Class Period are also members of Group B and shall be eligible to submit a Claim Form to receive an additional settlement award for \$685.00 for the alleged penalty wages in the Case, which shall constitute part of their respective Settlement Awards. These individuals are also referred to as “Approved Claimants.”

Settlement Administration: \$150,000.00 will be paid to Analytics Consulting LLC for administration of the Settlement.

Service Payment: \$20,000.00 will be paid to the Plaintiff as a Service Payment for bringing this Case.

Class Counsel’s Attorney Fees and Cost Award: \$5,333,333.33 for attorney fees and \$4,423.00 for costs will be paid to Class Counsel.

Minimum Settlement Amount & Guaranteed Payments: Should the total of all payments to Class Members and Approved Claimants, Settlement Administration, Service Payment and Class Counsel’s Attorney Fees and Cost Award be less than \$5,333,333.33, the difference between the amount paid and Minimum Settlement Amount (as defined in the Agreement) shall be distributed on a pro rata basis to all Class Members in Group A.

NATURE OF THE ACTION: On or about October 12, 2020, Plaintiff filed a complaint in the U.S. District Court for the District of Oregon, Case No. 3:20-cv-01751-JR. Plaintiff generally alleges that Amazon did not timely pay Plaintiff and Class Members any and/or all wages due at any time during the Class Period.

The Court appointed the attorneys at Schuck Law, LLC as Class Counsel to represent the Class Members in this Settlement. You can contact the attorneys at Schuck Law at: 208 E 25th Street Vancouver, WA 98663; by phone at (360) 566-9243, or by email to kmoore@wageclaim.org.

POSITIONS OF THE PARTIES: On behalf of Plaintiff and the Class Members, Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in the Case, and the applicable law. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the litigation against Amazon through trial, and through any possible appeals. Class Counsel have also taken into account the uncertainty and the risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Class Counsel are aware of the burdens of proof necessary to establish liability for the claims, of Amazon's defenses, and of the difficulties in establishing damages for the Class Members. Class Counsel also have taken into account the extensive settlement negotiations conducted by the Parties. Based on the foregoing, Class Counsel believe the proposed Settlement is fair, adequate, and reasonable and is in the best interest of the Class Members.

Amazon has expressly denied and continues to deny the claims in the Case and any liability. Amazon specifically denies that it failed to comply with Oregon wage and hour laws. Amazon asserted and continues to assert defenses to the claims, and expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Case. Neither the Settlement, nor any document referred to or contemplated in this notice, nor any action taken to carry out the proposed Settlement is, may be construed as, or may be used as an admission, concession or indication by or against Amazon of any fault, wrongdoing, or liability whatsoever. Amazon has concluded that the further defense would be protracted and expensive. Unless this Settlement is made, substantial amounts of time, energy and resources of Amazon will be devoted to the defense of the claims asserted. Amazon has, therefore, agreed to settle this Case in the manner and upon the Settlement terms in order to put to rest the claims that were or could have been asserted in the Case.

RELEASE OF CLAIMS: If the Court grants final approval of the Settlement, Plaintiff, and Class Members who do not request exclusion, will be bound to the terms of the Settlement and Final Judgment dismissing the Case. With the Court's final approval and as of the Effective Date, Class Members, who do not request exclusion, will release Amazon from liability on the following terms:

All claims, demands, rights, liabilities, and causes of action that have or could have been asserted for violations of the Fair Labor Standards Act and/or Oregon State wage and hour statutes, laws or regulations, including, but not limited to ORS 652.140, 652.150, 653.055, for regular wages, overtime wages, compensation, liquidated damages, penalty wages, attorney fees and costs, and/or any and all other wage and hour violations, arising out of, relating to the employment of the Class Members, or in connection with the conduct and claims alleged in this case. This includes without limitation claims that Amazon did not timely pay Plaintiff and Class Members any and/or all wages due at any time during the Class Period. Nothing in this Agreement shall apply to any claims arising after October 12, 2020. This Release shall not encompass any claims asserted in *Buero v. Amazon.com Services, Inc. and Amazon.com, Inc.*, U.S. District Court for the District of Oregon, Case No. 19-CV-00874-MO ("*Buero*"). Notwithstanding the immediately prior sentence, in the event an Approved Claimant receiving a penalty wage payment as a member of Group B is also eligible for a penalty wage payment pursuant to a judgment or settlement in *Buero*, his or her *Buero* penalty wage payment will be reduced by the amount of the penalty wage payment he or she receives in this Action.

CLASS MEMBER'S SETTLEMENT AWARDS: All Class Members are entitled to a Settlement Award for Group A. Only those that qualify for Group B are required to submit a Claim Form to receive the Group B Settlement Award. Amazon will not take any adverse action against you for participating in this Settlement.

Your Settlement Award will be calculated as described above. From each Settlement Class Member's Settlement Award, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions properly chargeable to each Settlement Class Member, resulting in a "Net Settlement Amount." Settlement Award checks shall remain valid and negotiable for 60 days from issuance and may thereafter automatically be canceled if not cashed. Any amounts unclaimed will be paid to the Northwest Workers Justice Project, a local 501(c)(3) nonprofit organization.

GROUP B CLAIM FORM: You qualify for Group B if, based on Amazon’s records, your employment with Amazon in Oregon ended during the class period of April 16, 2019 through October 12, 2020. If you want to receive a Group B Settlement Award, you must submit a valid and timely Group B Claim Form, which is included with this Notice. *Those class members who qualify for Group A only do not need to submit a claim form.*

For your Group B Claim Form to be valid, it must include your name, the last four digits of your social security number, and be signed and dated. For your Group B Claim Form to be timely, it must be submitted on or before **August 8, 2023**. You can submit a Group B Claim Form via regular mail, email or through www.AmazonSchumannSettlement.com to:

Amazon Schumann Settlement Administrator
P.O. Box 2007
Chanhassen, MN 55317-2007
info@AmazonSchumannSettlement.com
www.AmazonSchumannSettlement.com



Any Claim Form that is not submitted by the deadline or is incomplete will be deemed invalid and no Group B payment will be made. The Settlement Administrator shall review each Claim Form received to verify the validity and accuracy as is necessary. If you qualify for Group B, by submitting a valid and timely Claim Form, you will then be an “Approved Claimant” and entitled to a Settlement Award if the Court grants final approval and there are no appeals.

REQUESTING EXCLUSION FROM THE CLASS: If you do not want to be part of this Case and the Settlement, you can request to be excluded. If you request exclusion, you will not be bound by the Release of Claims and will not receive a Settlement Award.

Requests for exclusion must be in writing expressing your desire to be excluded from the Case and include: the case name and number, your full name and name while employed by Amazon, your current address, telephone number and last 4 digits of your social security number. To be valid and timely, your written request for exclusion must be mailed or emailed to on or before **August 8, 2023**:

Amazon Schumann Settlement Administrator
P.O. Box 2007
Chanhassen, MN 55317-2007
info@AmazonSchumannSettlement.com

Requests for exclusion that do not include all required information, or that are not submitted by **August 8, 2023**, will be deemed null, void and ineffective. A timely request for exclusion shall supersede any other responses.

OBJECTING TO THE SETTLEMENT: Objecting to the Settlement is telling the Court that you do not agree with all or some part of the Settlement. You can object only if you do not request exclusion from the class. If you request exclusion, you have no basis to object to the Settlement because the Settlement no longer affects you.

The objection must be a formal written statement objecting to the Settlement. The objection must include: your full name, your name while employed by Amazon (if different), your specific reason for objecting to the Settlement, whether you intend to appear and/or address the Court at the Final Approval Hearing, along with any and all documents that support your objection. Please note it is not sufficient to simply state that you object. You must give specific reasons why you believe the Settlement should not be approved.

Your written objection must be filed with the Court and served to both Parties’ counsel on or before August 8, 2023.

David A. Schuck
Schuck Law, LLC
208 E 25th Street
Vancouver, WA 98663
Class Counsel

Lauren M. Blas
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Amazon’s Counsel

If you do not comply with these procedures for objecting, you will not be entitled to be heard at the Final Approval Hearing or otherwise to contest the approval of the Settlement or appeal from any orders or judgments of the Court. If the

Court approves the Settlement, the approval will bind all Class Members, except those who timely request to be excluded, and the judgment will release and dismiss all of the claims, demands, rights, liabilities, and causes of action specified above in the “Release of Claims.”

Although you need not appear in Court for your objection to be considered, Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed Settlement, or any award of attorneys’ fees or reimbursement of costs and expenses.

FINAL APPROVAL HEARING: A Final Approval Hearing will be held before the Honorable Jolie A. Russo on September 12, 2023, at 10:00 a.m. at the U.S. District Court for the District of Oregon. At the Settlement Hearing, the Court will determine whether the proposed Settlement should be approved as fair, adequate and reasonable, and whether the Case should be dismissed with prejudice. The hearing may be adjourned by the Court at the Court’s discretion without further notice.

You Are Not Required To Attend the Final Approval Hearing.

At the Final Approval Hearing, you will be represented by Class Counsel. You are welcome to attend the Final Approval Hearing at your own expense but you do not need to attend. You have the right to retain your own attorney separate from Class Counsel, but retention of that attorney is at your own cost. You do not need to get your own attorney unless you want to.

If the Settlement is not approved, the Case will proceed as if no settlement had been attempted. In that event, Amazon retains the right to contest whether the Case should be maintained as a class action and to contest the merits of the claims being asserted in this Case. If the Settlement is not approved, there can be no assurance that Class Members will recover more than is provided in the Settlement or anything at all.

CLASS COUNSEL’S ATTORNEY FEES AND COST AWARD, SETTLEMENT ADMINISTRATION, AND SERVICE PAYMENT. The payments for Class Counsel’s Attorney Fees and Cost Award, Settlement Administration, and Service Payment shall be paid from the Minimum Settlement Amount if the Court grants final approval. **Payment of these amounts will not affect the amount of your Settlement Award.**

Class Counsel has petitioned the Court to award \$5,333,333.33 in attorney fees and \$4,423.00 in costs (“Class Counsel’s Attorney Fees and Cost Award”). Class Counsel will not be permitted to petition the Court for any additional payments for attorney fees or costs incurred in this Case. The Class Counsel’s Attorney Fees and Cost Award is separate from the Settlement Administration payment and any payments to Class Members.

From the Minimum Settlement Amount, the Settlement Administrator will be paid the estimated amount of \$150,000.00 for administration of the Settlement. If the cost of administration exceeds \$150,000.00, the balance shall be satisfied out of the Maximum Settlement Amount (as defined above). The cost of administration will not reduce the amounts available to Class Members.

The Court also preliminarily approved the Service Payment of \$20,000.00 to Plaintiff as the Class Representative. The Service Payment is in recognition of the Plaintiff’s willingness to bring this lawsuit and represent the Class Members as the Class Representative. The Service Payment will not reduce any award to Class Members.

EXAMINATION OF PAPERS AND INQUIRIES: This Notice is a summary of the Case and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Case and the proposed Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Class Action Claims, and other papers on file with the Court or at www.AmazonSchumannSettlement.com.

Inquiries regarding this Notice and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, AMAZON, OR
AMAZON’S ATTORNEYS WITH QUESTIONS.**