

David A. Schuck, OSB 993564
E-Mail: dschuck@wageclaim.org
Stephanie J. Brown, OSB 030019
E-Mail: sbrown@wageclaim.org
Karen A. Moore, OSB 040922
E-Mail: kmoore@wageclaim.org
Schuck Law, LLC
Attorneys at Law
208 E 25th Street • Vancouver, WA 98663
Tel (360) 566-9243

Attorneys for Plaintiff and Class

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

CANAN SCHUMANN, individually and on
behalf of all similarly situated,

Plaintiff,

v.

AMAZON.COM, INC., a foreign corporation,
AMAZON.COM SERVICES LLC; a foreign
corporation,

Defendants.

Case No. 3:20-CV-1751-JR

**STIPULATION AND
SETTLEMENT
AGREEMENT OF CLASS
ACTION CLAIMS**

1. **PREAMBLE.** This Stipulation and Settlement Agreement of Class Action Claims is made by Plaintiff Canan Schumann, individually, and on behalf of all other persons similarly situated, and the Defendants in the case pending in the U.S. District Court for the District of Oregon, Case No. 3:20-CV-01751-JR and subject to the Court's approval.
2. **DEFINITIONS.** As used in this Agreement and its attached exhibits, and any motions filed supporting this settlement, unless otherwise defined, the following terms have the meaning specified below.
 - 2.10. "Agreement" means this Stipulation and Settlement Agreement of Class Action

Claims and all its exhibits.

- 2.11. “*Approved Claimant*” means those Class Members in Group B who submit a Claim Form as required by this Agreement.
- 2.12. “*Buero*” means the *Buero v. Amazon.com Services, Inc. and Amazon.com, Inc.*, filed on May 22, 2019 in Multnomah County Circuit Court, Case No. 19CV22979, removed to the U.S. District Court for the District of Oregon as Case No. 19-CV-00874-MO, and all appeals therefrom.
- 2.13. “*Case*” means the lawsuit entitled *Canan Schumann, individually and on behalf of all similarly situated vs. Amazon.com Services LLC; Amazon.com, Inc.*, Case No. 3:20-CV-01751-JR, in the U.S. District Court for the District of Oregon.
- 2.14. “*Claim Form*” means a document substantially in the form as attached as Exhibit 2 whether in paper, email, or through online submission, as the method by which Class Members in Group B may submit a claim.
- 2.15. “*Class Counsel*” means the attorneys David A. Schuck, Stephanie J. Brown and Karen A. Moore at Schuck Law, LLC.
- 2.16. “*Class Members*” for purposes of settlement only, means all hourly Operations employees of Amazon working in Oregon during the period of April 16, 2019 through October 12, 2020 (estimated at approximately 22,035 individuals). There shall be a maximum of 23,050 Class Members.
- 2.17. “*Class Period*” mean April 16, 2019 through and including October 12, 2020.
- 2.18. “*Class Representative*” mean the Plaintiff in the Case: Canan Schumann. Class Counsel shall request that the Plaintiff, who is also referred to as “Named Plaintiff,” be appointed as the Class Representative.

- 2.19. “*Court*” or “*District Court*” means the U.S. District Court for the District of Oregon.
- 2.20. “*Defendant*” or “*Amazon*” means Amazon.com Services LLC and Amazon.com, Inc.
- 2.21. “*Effective Date*” means the date by which the order of Final Approval is signed by the Court, or if there are any objectors, then 30 days after any such appeal is final or the time to appeal has run.
- 2.22. “*Final Approval Hearing*” is the date that the Court will conduct a hearing in which to hear any objections and the Parties’ request final approval of the Settlement.
- 2.23. “*Maximum Settlement Amount*” is \$16,000,000.00 and is the total maximum amount that Amazon will pay pursuant to this Agreement, inclusive of all payments made to Class Members, the Service Payment to the Named Plaintiff, all Settlement Administration Expenses, both employee and employer shares of applicable payroll tax payments (e.g., FICA, FUTA, etc.), and all Plaintiff’s attorneys’ fees and costs. In no event will Amazon be required to pay more than the Maximum Settlement Amount.
- 2.24. “*Minimum Settlement Amount*” is a guaranteed amount Amazon will pay, without possibility of a reversion, consisting of (a) \$5,333,333.33 in Settlement Awards to Class Members and Approved Claimants; (b) \$5,333,333.33 in attorneys’ fees; (c) \$4,423.00 in costs; (d) \$150,000.00 in Settlement Administration Expenses; (e) \$20,000.00 as a Service Payment, and (f) employer-side taxes on the Settlement Awards, each as provided for elsewhere in this Agreement.
- 2.25. “*MOU*” or “*Memorandum of Understanding*” is the preliminary agreement between the Parties leading to this Agreement and is attached as Exhibit 6.
- 2.26. “*Net Settlement Award*” means the Settlement Award to Class Members and

Approved Claimants less applicable taxes.

- 2.27. “*Notice*” means a document substantially in the form of the Notice of Class Action Settlement attached as Exhibit 1.
- 2.28. “*Order and Final Judgment*” refers to the Order and Final Judgment Approving Settlement of Class Action in the proposed form attached as Exhibit 4, which this Agreement contemplates will be entered and approved by the Court.
- 2.29. “*Parties*” means the Plaintiff and Amazon.
- 2.30. “*Plaintiff*” or “*Named Plaintiff*” means the Named Plaintiff in the Case: Canan Schumann.
- 2.31. “*Response Deadline*” means 60 days after the date on which the Notice and Claim Form are mailed to Class Members.
- 2.32. “*Released Claims*” by Class Members, who do not request exclusion, means:

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 Case.

- 2.33. “*Released Parties*” means Amazon.com Services LLC and Amazon.com, Inc., as well as their affiliates, agents, insurers, parents, subsidiaries, predecessors, and successors.

- 2.34. “*Settlement*” means the compromise and settlement of the Case as contemplated by this Agreement and the MOU.
- 2.35. “*Settlement Administration Expenses*” means \$150,000.00 to Analytics Consulting, subject to estimate and invoices from administrator. Should the Settlement Administration Expenses exceed \$150,000.00, the balance shall be satisfied out of the Maximum Total Payment. Should said expenses not reach \$150,000.00, the balance shall be incorporated within the second distribution to Group A, if practical and if the Minimum Settlement Amount has not been satisfied, and otherwise shall be distributed to a *cy pres* recipient as Unclaimed Funds.
- 2.36. “*Settlement Administrator*” means a neutral third party to administer the Settlement, consistent with the terms approved by the Court, and shall be retained for this purpose by both Parties. The Parties will jointly request that Analytics Consulting, LLC be appointed as the Settlement Administrator. Settlement Administrator shall be paid from the Maximum Settlement Amount.
- 2.37. “*Settlement Award*” means the gross amount each Class Member and Approved Claimant is eligible to receive based on the Group designations.
- 2.38. “*Swearingen*” means *Swearingen v. Amazon.com Services, Inc.*, U.S. District Court for the District of Oregon, Case No. 19-CV-1156-JR.

3. RECITALS

- 3.1. **Procedural Posture.** The Case was filed in the U.S. District Court for the District of Oregon, Case No. 3:20-CV-01751-JR on October 12, 2020. Amazon filed a motion to dismiss or stay this case pending resolution of class certification and dispositive motion practice in *Swearingen*. On November 1, 2021, the Court granted Amazon’s

motion, thereby staying this case pending resolution of any dispositive motions in *Swearingen*. The *Swearingen* case was certified, in part, as a class action. While an interlocutory appeal to the Ninth Circuit was pending in *Swearingen*, the *Swearingen* parties were able to reach a class action settlement with the *Swearingen* settlement receiving final approval. This Case is set to resume litigation, absent reaching a separate settlement of this Case. For purposes of mediation, the Parties exchanged information, documents and data. The Parties are also cognizant of the discovery and Court rulings in *Swearingen* that could have some bearing on the claims in this Case. This Settlement was reached under the auspices of an independent mediator, Teresa Wakeen, with the Parties continuing negotiations of the settlement terms thereafter.

- 3.2. **Investigation in the Case.** The Parties have investigated the facts and law during the prosecution of this Case, including the exchange of information, conferences between representatives of the Parties, and interviews of potential witnesses. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding the alleged claims and potential defenses, and the damages alleged.
- 3.3. **Investigation and Benefits of Settlement to Class Members.** Plaintiff claimed and continues to claim that the Released Claims, as defined in this Agreement, have merit and give rise to liability. However, Plaintiff recognizes the expense and length of continued litigation against Amazon through trial and any possible appeals. Plaintiff has taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in the Case, and Amazon's defenses. Plaintiff has also taken into account the extensive settlement

negotiations conducted. Based on the foregoing, Plaintiff has determined that the settlement set forth in this Agreement is a fair, adequate and reasonable, and is in the best interests of all Class Members. Neither this Agreement, any documents referred to herein, nor any action taken to carry out this Agreement is, or may be construed as or may be used as an admission by or against the Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

- 3.4. **Amazon Denial of Liability and Reasons for Settlement.** Amazon has repeatedly asserted and continues to assert defenses, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Case, including that Plaintiff suffered damage. Amazon recognizes that any further defense of this Case would be protracted and expensive for all Parties. 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 recognizes the uncertainty of successfully defending against the claims brought by Plaintiff. Therefore, Amazon agrees to settle in the manner and upon the terms set forth in this Agreement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, 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.
- 3.5. Plaintiff and Amazon agree that trial of this Case would likely be lengthy and complex, adding to the cost and potential delay. The Parties recognize that the outcome of the Case is uncertain and desire to enter into this Agreement to fully and finally resolve this Case.

4. SETTLEMENT TERMS

4.1. NOW, THEREFORE, IT IS HEREBY STIPULATED, and subject to the approval of the Court, that the Case is hereby being compromised and settled pursuant to the terms in this Agreement and that subject to the Recitals above and by this reference become an integral part of this Agreement.

4.2. **Released Claims.** Settlement is conditioned upon a full release by the Named Plaintiff. In addition, each Class Member will receive Notice of the Settlement, which shall explain the Released Claims.

4.2.1. As of the Effective Date, Plaintiff and those Class Members who do not request exclusion release Amazon and the Released Parties from the Released Claims as defined in Paragraph 2.32.

4.2.2. **Plaintiff's General Release of Claims.** As of the Effective Date and in addition to the Released Claims, Plaintiff individually releases Amazon and the Released Parties as follows:

To the degree allowed by law, any and all claims, rights, demands, actions, liability, counter claims, damages, claims for attorneys' fees and costs, causes of action of every kind and character, and compensation of whatever kind or nature, in law, equity, or otherwise, known or unknown, vested or contingent, suspected or unsuspected, which either party may now have or has ever had, whether based on tort, contract (express or implied), or federal, state, or local statute, regulation, ordinance, constitution, executive order, or other law, specifically including, but not limited to, Title VII of the Civil Rights Act of 1964, ORS Chapters 659 and 659A, the Fair Labor Standards Act, the 1991 Civil Rights Act, the Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Medical Leave Act, the Oregon Family Leave Act, the Plaintiff Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1985, Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. section 621 et seq., State and Federal Racketeering Acts, Executive Order 11246, all federal and state retaliation statutes, and all federal and state Civil Rights statutes or ordinances (including sections 1981 and 1983).

4.2.3. **Older Workers' Benefit Protection Act as to Plaintiff Only.** Plaintiff acknowledges that (1) he was advised in writing to consult with an attorney before executing this Agreement; (2) he has been represented and advised by independent counsel of his own choice throughout all negotiations that preceded the execution of this Agreement; (3) he is aware of his rights under the Older Workers' Benefit Protection Act; (4) as consideration for executing this Agreement, he has received additional benefits and compensation of value to which he would otherwise not be entitled; (5) he has been given a period of at least 21 days to consider this offer if he wishes; and (6) Plaintiff may revoke the portion of this Agreement by which he waives his claims under the ADEA only by delivering a written notice to Lauren M. Blas at Gibson, Dunn & Crutcher, LLP, 333 South Grand Avenue, Los Angeles, CA 90071, lblas@gibsondunn.com ("Amazon's Counsel"), within 7 calendar days of signing this Agreement.

4.2.4. **Protected Rights.** The Released Claims do not include any claims that Plaintiff or Class Members may have for workers' compensation benefits or any other non-waivable rights.

4.2.5. As of the Effective Date, Plaintiff and Class Members who do not request exclusion agree not to sue or otherwise make a claim against any of the Released Parties that is related to the Released Claims.

4.3. **Maximum and Minimum Settlement Amounts.**

4.3.1. **Settlement Awards:** Each Class Member and Approved Claimant will receive a Settlement Award, less applicable employment taxes resulting in a Net

Settlement Award based on the following the group designations.

- 4.3.1.1. **Group A:** All Class Members shall receive a Settlement Award of \$48.70 for the alleged unpaid wages in the Case without the need to submit a Claim Form. The number of Class Members designated in Group A shall not exceed 23,050 individuals.
- 4.3.1.2. **Group B:** Those Class Members whose employment with Amazon ended during the Class Period shall be eligible for \$685.00 for the alleged penalty wages in the Case by submitting a Claim Form, which shall constitute part of their respective Settlement Awards. The number of Class Members in Group B is not to exceed 13,400 individuals, who are also included in Group A. In the event an Approved Claimant receives 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 Case.
- 4.3.2. **Service Award:**
 - 4.3.2.1. A Service Award shall be paid to Plaintiff Canan Schumann in the amount of \$20,000.00 from the Maximum Settlement Amount.
 - 4.3.2.2. The Settlement Administrator shall pay the Service Award by wire transfer to Schuck Law's client trust account within 45 days after the Effective Date.
 - 4.3.2.3. Because Plaintiff signed this Settlement Agreement, Plaintiff shall receive a Settlement Award under Group B, in addition to the Service Award,

without the requirement of submitting a Claim Form.

4.3.3. **Class Counsel Attorney Fees and Cost Award:** Schuck Law, LLC, as Class Counsel, may move the Court for an award of no more than \$5,333,333.33 as attorneys' fees and \$4,423.00 as costs, collectively referred to as "Attorney Fees and Cost Award." The Attorney Fees and Cost Award shall be deducted from the Maximum Settlement Amount.

4.3.3.1. The Attorney Fees and Cost Award is for all claims for attorneys' fees and costs through the settlement administration of this Case. The Attorney Fees and Cost Award is separate and distinct from the cost of settlement administration.

4.3.3.2. The Settlement Administrator shall pay the Attorney Fees and Cost Award by wire transfer to Schuck Law, LLC within 45 days after the Effective Date.

4.3.4. **Settlement Administrator Costs.** The costs of settlement administration shall be no more than \$150,000.00, subject to estimate and invoices from the Administrator.

4.3.4.1. In the event that the total costs of Administration exceed \$150,000.00, the balance shall be satisfied out of the Maximum Settlement Amount. Should said expenses not reach \$150,000.00, the balance shall be incorporated within the second distribution to Group A, if practical and if the Minimum Settlement Amount has not been satisfied, and otherwise shall be distributed as Unclaimed Funds.

4.3.4.2. If required by the Settlement Administrator, after preliminary approval of

the Settlement by the Court, Amazon shall pay a retainer for settlement administration from the \$150,000.00 total Settlement Administration Expenses, and in doing so reduce the balance of the Minimum Settlement Amount to be transferred 30 days after the Effective Date.

- 4.3.5. The Minimum Settlement Amount is the guaranteed amount Amazon will pay. At no time shall Amazon be required to provide to the Settlement Administrator or Class Counsel funding beyond the Maximum Settlement Amount.
- 4.3.6. Should the claims by Group B exceed the funds available within the Minimum Settlement Amount after payments to Group A, attorneys' fees, costs, Settlement Administration Expenses, required employer-side taxes, and the Service Payment, Amazon shall provide additional funding as necessary, subject to the limit of the Maximum Settlement Amount.
- 4.3.7. Should the total of all amounts paid be less than the Minimum Settlement Amount (either because of the number of Group B claims and/or Court order) following the claims form process, the difference between the amount paid and the Minimum Settlement Amount shall be distributed on a *pro rata* basis to all Class Members in Group A.
- 4.3.8. **Unclaimed Funds.** Any amounts paid pursuant to this Agreement, subject to Court orders, that are not cashed or otherwise negotiated by the deadline will be considered "unclaimed funds" and paid to the Northwest Workers Justice Project, a local 501(c)(3) nonprofit organization, as a *cy pres* distribution. No portion of the unclaimed funds shall revert to Amazon for any reason or be disbursed to Class Counsel.

4.3.9. **Non Payment.** If Amazon fails to pay any amounts due under this Agreement, or as ordered by the Court, within the times allowed, then Plaintiff may immediately enforce this Agreement, along with any Court orders, and any other relief as approved by the Court including interest at 9 percent on the past due amounts, starting from the due date(s) and continuing thereafter until paid in full, plus reasonable attorney fees in collecting on any past due amounts.

4.3.10. **Taxes.**

4.3.10.1. From the Maximum Settlement Amount, the Settlement Administrator shall calculate and pay for any and all employer required taxes associated with any payments of wages, and employer shares of applicable payroll tax payments (e.g., FICA, FUTA, etc.).

4.3.10.2. From each Settlement Award, the Settlement Administrator shall make any necessary payroll deductions for state and federal withholding taxes and any other applicable payroll deductions properly chargeable to each Class Member, resulting in a Net Settlement Award. The Settlement Administrator shall pay all payroll deductions to the appropriate taxing authorities upon distribution of the Net Settlement Awards. Those portions of Settlement Awards made to Group A under Paragraph 4.3.1.1 shall be considered wages. Those portions of Settlement Awards made to Group B as Approved Claimants under Paragraph 4.3.1.2 shall be considered penalties as 1099 income. The Settlement Administrator shall calculate and issue the Net Settlement Award checks, based on the terms of this Agreement, to be paid to the Class Members and Approved Claimants from

the Maximum Settlement Amount.

- 4.3.10.3. Except as specified in this Agreement, each person and company will remain responsible for his/her/their/its own taxes, penalties, interest, fees, or other amounts determined to be due or owing by any taxing authority.
- 4.3.10.4. If any taxable income is generated by operation of this Settlement, in all events the tax returns filed shall reflect all taxes payable on any such taxable income. The Settlement Administrator shall be responsible to obtain, distribute, process, and file with the appropriate governmental agencies any tax forms needed to administer this Settlement Agreement.
- 4.3.10.5. The Settlement Administrator shall issue and distribute all necessary and appropriate tax documents related to any payment distributed by the Settlement Administrator for this Settlement. Distribution of tax forms shall be timely with all tax reporting requirements.
- 4.3.10.6. No Party makes any representation to any other Party as to the possible tax treatment of any payment under this Agreement. In the event that it is subsequently determined by the United States Internal Revenue Service or other taxing authority that any Party, Class Member, or Approved Claimant owes any additional taxes with respect to any money distributed under this Agreement, it is agreed that the determination of any tax liability shall be between that Party, Class Member, or Approved Claimant and the taxing authority, and that no other Party, Class Member, or Approved Claimant shall be responsible for the payment of such taxes, including any interest or penalties.

4.3.11. **Effect of Settlement Payments.** The Parties agree that any amounts paid as required by this Agreement shall not have any effect on the eligibility for or calculation of any benefit otherwise available under any employee benefit plan (e.g. vacation, holiday, retirement, cafeteria, dependent care, etc.) and Oregon's sick time laws. The Parties agree that any payments made under this Agreement do not modify any Class Member's previously credited hours of service, compensation, eligibility or other benefit of any employee benefit plan sponsored by the Released Parties. Any payments required by the Agreement are not "compensation" in any year for purposes of any employee benefit plan. Class Members have elected to have none of the payment made under this Agreement deferred or contributed to any employee benefit plan that allows for elective deferrals or voluntary employee contributions.

4.3.12. No person shall have any claim against the Released Parties, Amazon's Counsel, Plaintiff, the Class, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement and Court orders regarding this Settlement.

4.4. **Class Action Fairness Act Notice.** Amazon shall provide notice to the U.S. Attorney General and the appropriate contact for each of the States and/or territories where any of the Class Members are known to reside as of the date the Agreement is filed with the Court and submitted for its approval. Such CAFA notice shall be made by Amazon within 10 days after Schuck Law files the Motion for Preliminary Approval and this Agreement. Class Counsel will request that the Final Approval Hearing will not be set until at least 90 days after the CAFA notice has been mailed to

the federal and state officials as noted above. In support of final approval, Amazon or its counsel shall file a declaration outlining the compliance with the CAFA requirements.

- 4.5. **Settlement Administrator.** The Parties agree that Analytics Consulting shall act as the Settlement Administrator, subject to Court approval. The Settlement Administrator shall carry out the terms and requirements of this Settlement, subject to Court approval and orders. The Parties agree to cooperate in the Settlement administration process and to make all reasonable and good faith efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator shall be responsible for:

- 4.5.1. Designating a primary contact person at Analytics Consulting who shall be responsible for complying with this Settlement and Court orders;
- 4.5.2. Producing and mailing and emailing the Notice to Class Members and Reminder Notices;
- 4.5.3. Texting the class alert to Class Members in the form in Exhibit 5;
- 4.5.4. Creating and maintaining the settlement website for the duration of the administration, which will allow Class Members in Group B to securely submit a claim;
- 4.5.5. Receiving and processing all Claim Forms and requests for exclusion;
- 4.5.6. Promptly responding to Class Members' questions, comments, or inquiries and, if needed, referring questions involving legal issues regarding the Settlement to Class Counsel with appropriate safeguards to protect any attorney-client privileged transmissions;

- 4.5.7. Calculating and distributing Settlement Awards;
 - 4.5.8. Distributing any unclaimed funds (if any) to the Northwest Workers Justice Project;
 - 4.5.9. Preparing and distributing any IRS W-2 and/or 1099-MISC forms. The Settlement Administrator shall certify to the Parties' counsel that W-2 and 1099 Forms have been properly mailed to Approved Claimants on or before February 1 of the year following the disbursements;
 - 4.5.10. Keeping the Parties' counsel equally apprised of the status of the Settlement Administration until completion of the Settlement. Any decisions regarding the administration that are not addressed in this Agreement shall be submitted to the Parties' counsel jointly;
 - 4.5.11. Taking appropriate steps to secure the privacy of Class Member information consistent with Oregon and federal law; and
 - 4.5.12. Other tasks as detailed in this Agreement, as the Parties mutually agree or the Court orders the Settlement Administrator to perform.
- 4.6. **Class and Confirmation Lists.** Within 15 calendar days after the Court signs a Preliminary Approval Order, Amazon shall provide to the Settlement Administrator an electronic list containing each Class Member's name, last known address, email addresses, telephone number, social security number, any tax designations required, and group designation(s). Amazon shall also provide, in useable electronic format, a list containing each Class Member's first and last name, the last four digits of their social security number, and Group B designation to Class Counsel (the "Confirmation List"). The Class List and Confirmation List shall be used for purposes of this

settlement only.

4.7. Notice of Class Action Settlement and Requirements.

4.7.1. The Notice, subject to Court approval, shall be in the form attached as Exhibit 1 and shall include a statement that Amazon denies all liability for any alleged wrongdoings. The Notice will advise and explain how Class Members can make a claim, request exclusion, object, or choose to do nothing. The Notice will advise that a Claim Form is only required for an award for Group B and include instructions on how to submit a valid and timely Claim Form. The Notice will contain a scannable QR code and/or clickable link (as appropriate) to the settlement website, which will be created and maintained by the Settlement Administrator.

4.7.2. Class Notice Dissemination.

4.7.2.1. Within 45 calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall mail and email a copy of the Notice and Claim Form to each Class Member, and send text messages with the language in Exhibit 5. The Settlement Administrator shall mail and email the Notice and Claim Form to the mailing and email address provided by Amazon and any different mailing or email address from the U.S. Postal Service after checking with the U.S. Postal Service for forwarding addresses for Class Members. The Settlement Administrator shall send a text messages to the phone numbers provided by Amazon.

4.7.2.2. **Returned Undeliverable Mail.** Any Notice returned as undeliverable shall be remailed to the forwarding address affixed to the Notice, if a

Notice has not already been sent to that address. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address via internet searches. Any Notices returned within 5 business days before the Response Deadline shall not be remailed. The Settlement Administrator shall not be required to search for new phone numbers for any text messages that bounce back or are no longer associated with a Class Member.

- 4.7.2.3. **Reminder Notices.** The Settlement Administrator will distribute reminder postcards, emails, and text messages 30 days (or the next business day after the expiration of the 30 days) following the initial mailing to any Class Member who has not submitted a claim, requested exclusion, or updated their address at the settlement website.
- 4.8. **Settlement Website.** The Settlement Administrator will create and maintain a website for this Settlement, at a URL approved by the Parties. On the website, each Class member will be able to securely submit a Claim Form, and/or change or update their mailing address. The website will contain the Notice, the complaint in this Case, the Motion for Preliminary Approval with supporting declarations (if any), Preliminary Approval Order, and any other documents that the Parties jointly deem or the Court deems should be posted. The Settlement website will also contain mailing and email addresses for the Settlement Administrator. The Settlement website will also contain the phone number for Class Counsel.
- 4.9. **Claim Forms.** Class Members who qualify for Group B must submit a valid and timely Claim Form to receive the Group B portion of the Settlement Award, and upon

making such submission shall be an Approved Claimant.

- 4.9.1. **Valid Claim Forms.** To be valid, the Claim Form must contain the Class Member's name, last four digits of the Class Member's social security number, and be signed by the Class Member. Claim Forms can be submitted by mail, email, or through the settlement website. The last 4 digits of the Class Member's social security number shall be used to verify validity for online claim submissions.
- 4.9.2. **Timely Claim Forms.** The date of the postmark, email or submission via the settlement website shall be the means used to determine whether a Class Member has "timely" submitted a Claim Form. Claim Forms that are not timely shall be so designated and the claim may be rejected.
- 4.9.3. **Methods to Submit Claim Forms.** Class Members can submit a Claim Form by mail, overnight delivery, email, or via the settlement website. Any other means of Claim submission must be approved by all of the Parties. Any Claim Forms received directly by Class Counsel or Amazon shall be immediately forwarded to the Settlement Administrator with the envelope or other information to determine timeliness.
- 4.9.4. **Deficient Claim Forms.** If a Class Member's Claim Form is deficient as to the Claim Form requirements, except timeliness, the Class Member shall be given an opportunity to cure the defect(s).
 - 4.9.4.1. Any such Claim Form shall be returned, via mail and email, to the Class Member, who will be informed of the deficiency.
 - 4.9.4.2. The Class Member will be given 5 business days or until the Response

Deadline, whichever is later, to cure the deficiency and return the Claim Form to the Settlement Administrator.

4.9.4.3. All deficient Claim Forms not timely cured shall be designated as such and may be rejected.

4.9.5. **Notice of Denied Claim.** At the same time as Settlement Awards are mailed, the Settlement Administrator will send a Notice of Denied Claim to anyone who submitted a Claim Form that was not timely and/or was invalid and not subsequently cured, which shall state the reason the claim was denied.

4.10. **Objections or Exclusions from the Class Action Settlement.**

4.10.1. **Timely Objection or Exclusion.** Class Members must submit their request for exclusion or file and serve their objection by the Response Deadline.

4.10.2. **Procedure for Objecting.** The Notice shall provide that Class Members who wish to object to the Settlement must file with the Court and serve on the Parties' counsel a formal written statement objecting to the Settlement.

4.10.2.1. The objection must include the Class Member's full name, their name(s) while employed by Amazon, the specific basis of the objection, the relief sought, if any, along with any and all documents that support the objection.

4.10.2.2. Such formal written statement must be filed with the U.S. District Court for the District of Oregon and served on counsel for the Parties by the Response Deadline.

4.10.2.3. Objecting Class Members wishing to appear at the Settlement Approval hearing must file and serve before the Response Deadline their intention to appear with their written formal objection.

4.10.2.4. Class Members who fail to timely file and serve their written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement and shall be bound by the terms of the Settlement, to the extent allowed by Oregon law.

4.10.3. **Procedure for Requesting Exclusion.** The Notice shall provide that Class Members who do not want to be bound by the Released Claims may opt-out or exclude themselves from the Class and Settlement by mailing a Request for Exclusion on or before the Response Deadline.

4.10.3.1. The Request for Exclusion must be a written statement expressing the desire to be excluded and must include: the case name and number, the Class Member's full name and name(s) while employed by Amazon, his/her current address, telephone number and last 4 digits of his/her social security number.

4.10.3.2. The date of the postmark or email shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

4.10.3.3. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery from the Settlement Amount and will not be bound by the Released Claims or have any right to object, appeal or comment thereon.

4.10.3.4. Any requests for exclusion received directly by Class Counsel shall be immediately forwarded to the Settlement Administrator with the envelope or information to determine timeliness.

- 4.10.3.5. Class Members who fail to submit a valid and timely request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Court Orders entered in this Case, to the extent allowed by Oregon law.
- 4.11. **Multiple Responses from a Class Member.** If a Class Member submits more than one valid and timely Claim Form, and does not request exclusion, the Class Member shall be eligible to receive a Settlement Award as if one valid and timely Claim Form was submitted. If a Class Member submits a Claim Form or files an objection, and also submits a valid and timely Request for Exclusion, the Request for Exclusion shall govern as if no Claim Form or objection was submitted. Any Class Member who chooses to file an objection may not request exclusion.
- 4.12. **Final List of Class Members, Approved Claimants and Excluded Class Members.** No later than 14 calendar days after the Response Deadline, the Settlement Administrator shall provide Amazon's Counsel and Class Counsel with lists of: 1) the number of Class Members who have requested exclusion, noting if any are invalid or untimely; 2) the number of Class Members who submitted Claim Forms, noting if any are invalid or untimely, and group designation(s); and 3) projected total of all Settlement Awards. The Settlement Administrator shall include other such information mutually agreed upon by the Parties.
- 4.13. **Amazon's Option of Rejecting Settlement.** If 3% or more of Class Members request exclusion or opt-out of the Settlement and within 20 days after the Response Deadline, Amazon shall have the unilateral right in its sole and absolute discretion to void the settlement in its entirety. In such an event, the Parties shall be returned to

the pre-mediation status and this Agreement and MOU shall be void.

4.14. Preliminary and Final Approval of Settlement

4.14.1. The Parties stipulate and agree that they consent to the jurisdiction of Honorable Magistrate Judge Jolie A. Russo for the limited purpose of settlement approval, including preliminary and final approval.

4.14.2. **Preliminary Approval.** Plaintiff shall file a Motion for Preliminary Approval, which Amazon shall not oppose to the degree it is consistent with this Agreement. Plaintiff's motion for preliminary approval will specifically request certification for settlement purposes only. The Motion for Preliminary Approval will request that the Court enter the Preliminary Approval Order (Exhibit 3). The Preliminary Approval Order shall include: approving the proposed Settlement, certifying the class for settlement purposes only, appointing the Plaintiff as the Class Representative, appointing Schuck Law, LLC as Class Counsel, and appointing Analytics Consulting, LLC as the Settlement Administrator. The Preliminary Approval Order shall provide for Notice (Exhibit 1) and Claim Form (Exhibit 2) to be sent to Class Members as specified herein, and scheduling the Final Approval Hearing to determine final approval of the Settlement within the timeline provided in paragraph 4.4.

4.14.3. **Final Approval.** Within 30 days after the Response Deadline, Class Counsel shall file a Motion for Final Approval and entry of an order granting final approval (Exhibit 4), which Amazon shall not oppose to the degree it is consistent with this Agreement and any intervening orders of the Court.

4.14.4. The Parties agree that they will not object or appeal from any order consistent

with the agreed-upon terms.

4.15. Payment of Settlement Awards.

- 4.15.1. All Class Members and Approved Claimants will receive a Net Settlement Award. The Settlement Administrator shall issue and mail the Net Settlement Awards within 15 days after receipt of funds from Amazon for Settlement Awards.
- 4.15.2. The Settlement Administrator's determination of eligibility for, and the amounts of, Net Settlement Awards under this Agreement, shall be conclusive, final and binding on all Parties, including all Class Members, subject to review by Class Counsel, Amazon, Amazon's Counsel, and the Court, if necessary.
- 4.15.3. The Net Settlement Awards shall remain valid and negotiable for 60 days from the date of their issuance and may thereafter automatically be canceled if not cashed or deposited within that time, at which time the amount shall be treated as unclaimed funds and subject to the provisions of paragraph 4.3.8.
- 4.15.4. **Returned Settlement Awards.** In the event any Net Settlement Award is returned, if the Settlement Administrator has not already received a returned mailing for that Class Member, the Settlement Administrator shall promptly re-mail the Net Settlement Award to the corrected or updated address for the Class Member, as determined by postal forwarding address or through a search of a national database. If a corrected address cannot be obtained, or in the case of two returns attributable to any Class Member, the disbursements will be deemed to be unclaimed funds and treated in accordance with paragraph 4.3.8 of this Agreement.

- 4.15.5. With the Net Settlement Awards and tax documents, the Settlement Administrator will also provide each Class Member with a notice advising them to seek their own personal tax advice regarding any potential tax consequences of the settlement award.
- 4.15.6. Within 60 days after the mailing of Settlement Awards, any non-negotiated Settlement Awards will be deemed unclaimed funds and disbursed to the designated *cy pres* recipient as set forth in paragraph 4.3.8, with the required certifications completed within 75 days of the mailing of the Settlement Awards. The Settlement Administrator shall certify to the Parties' counsel whether there were any unclaimed funds, that the unclaimed funds were paid accordingly, and that it has fully complied with its obligations.
- 4.16. **Good Faith Efforts for Administration and Court Approval.** The Parties agree to use their best efforts to carry out the terms of this Settlement. In the event the Court expresses concerns about the Settlement before Preliminary or Final Approval, the Parties will confer in good faith to reach an agreement on any modifications or amended motions to obtain court approval.
- 4.17. **Media Restrictions.** The parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for either party receives an inquiry about the settlement from the media, counsel may respond only after the Motion for Preliminary Approval has been filed and only by confirming the terms of the Settlement.
- 4.18. **No Solicitation of Settlement Objections or Exclusions.** At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to

request exclusion, submit objections, or appeal from the Court's decisions regarding this Settlement. Both Parties agree to use their best good faith efforts to carry out the terms and conditions of this Agreement. Nothing in this Agreement is intended to limit Class Counsel's ethical duties to properly advise Class Members regarding their claims and/or right to request exclusion.

- 4.19. **Waiver of Right to be Excluded, Object, and/or Appeal.** The Parties agree to sign this Agreement and by signing this Agreement are bound by its terms and agree not to object or appeal from an order of Preliminary Approval, Final Approval Order, and/or the Order and Final Judgment Approving Settlement of Class Action. The Parties agree that in submitting this Agreement to the Court for preliminary and final approval to waive any and all objections to the terms in this Agreement. Plaintiff agrees to not request exclusion from the Settlement. Any such request for exclusion or objection shall therefore be void and of no force or effect. Non-compliance by any Party with this paragraph shall be void and of no force or effect.
- 4.20. **Amazon's Fees, Costs and Expenses.** All of Amazon's own legal fees, costs and expenses incurred in this Case and through final completion of the Settlement shall initially be borne by Amazon, provided, however, all such fees, costs and expenses shall be considered as being incurred for purposes consistent with the causes of action. The Parties agree to cooperate in the Settlement administration process and to make all reasonable and good faith efforts to control and minimize the costs and expenses incurred in administration of the Settlement.
- 4.21. **Privacy of Documents and Information.** Plaintiff and Class Counsel agree that none of the documents and information, including but not limited to the Confirmation

List and mediation data/information provided to them by Amazon shall be used for any purpose other than settlement of this Class Action pursuant to this Agreement. Amazon agrees that it will not disclose the identities of Class Members or Approved Claimants to those individuals' direct supervisors at Amazon. Amazon further agrees that Class Members' participation in this Case and Settlement shall have no effect on current or future employment. The Parties agree to take appropriate steps to secure the privacy of Class Member information consistent with Oregon law.

4.22. **Interim Stay of Proceedings.** The Parties agree to hold all proceedings in the Case, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval Hearing.

4.23. **Entire Agreement and Exhibits.** Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties. Each Party has had opportunity to consult with their legal counsel before signing this Agreement. This Agreement includes the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. This Agreement, including all its exhibits, constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties, or as ordered by the Court at the preliminary approval hearing and/or Final Approval Hearing.

- 4.24. **Authorization to Enter Into Settlement Agreement.** Each Party's counsel warrants and represents they are expressly authorized by their client(s) to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and the Settlement Administrator by using their best efforts to implement the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Amazon represent and warrant that they are authorized to sign this Agreement on behalf of Amazon.
- 4.25. **Counterparts.** This Agreement may be executed in one or more counterparts, thereby resulting in the Agreement having more than one signature page. All executed counterparts and each of them shall be deemed to be one and the same instrument.
- 4.26. **Electronic Signatures.** The Parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. A signed copy of this Agreement transmitted by means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

- 4.27. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.
- 4.28. **Oregon Law Governs.** This Agreement and its exhibits shall be governed by and interpreted according to Oregon State laws.
- 4.29. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. To the extent any provision is declared as invalid, the other provisions shall remain valid and enforceable.
- 4.30. **Nullification of Settlement Agreement.** In the event: (i) the Court does not grant preliminary approval; (ii) the Court does not grant final approval of the Settlement; (iii) the Settlement does not become final for any other reason, or (iv) Amazon elects to void the agreement pursuant to Paragraph 4.41, this Agreement and the MOU shall be null and void. In the event this Settlement is nullified for any reason set forth in this paragraph, the Parties and any Amounts to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be a cost which is split evenly between the

Plaintiff and Amazon.

- 4.31. **This Settlement Agreement Is Fair, Adequate and Reasonable.** The Parties have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. The Parties agree that each of them has had the full opportunity to participate in the drafting of this Agreement and, accordingly, any claimed ambiguity shall neither be construed for nor against any Party. This Settlement was reached under the auspices of an independent mediator, Teresa Wakeen, and subsequent negotiations regarding the Settlement terms.
- 4.32. **Not a Novation.** The Parties agree that this Agreement is not a novation, and that should Amazon petition for bankruptcy prior to the Effective Date, Plaintiff and Class Members retain the ability to object to discharge or dischargeability based on the claims asserted in the Complaint.

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SIGNATURE PAGE

PLAINTIFF

Date: Apr 20, 2023


Canan Schumann (Apr 20, 2023 13:30 PDT)
Canan Schumann

PLAINTIFF'S AND CLASS COUNSEL
SCHUCK LAW, LLC

Date: Apr 20, 2023

By David A Schuck
David A Schuck (Apr 20, 2023 13:40 PDT)
David A. Schuck, OSB 993564, WSB 37285
Karen A. Moore, OSB 040922, WSB 42476
Attorneys for Plaintiff and Class

DEFENDANTS

Date: _____

AMAZON.COM SERVICES LLC and
AMAZON.COM, INC.

By: _____

Amazon Representative

AMAZON'S COUNSEL

Date: _____

GIBSON, DUNN & CRUTCHER LLP

By: _____
Lauren M. Blas, *pro hac vice to be submitted*
Jason C. Schwartz, *pro hac vice*
Attorneys for Defendant Amazon.com Services
LLC and Amazon.com, Inc.

SIGNATURE PAGE

PLAINTIFF

Date: _____

Canan Schumann

**PLAINTIFF'S AND CLASS COUNSEL
SCHUCK LAW, LLC**


Date: _____

By _____
David A. Schuck, OSB 993564, WSB 37285
Karen A. Moore, OSB 040922, WSB 42476
Attorneys for Plaintiff and Class

DEFENDANTS

Date: April 21, 2023

AMAZON.COM SERVICES LLC and
AMAZON.COM, INC.


By:  _____
DDF214FDD377494...

Amazon Representative

AMAZON'S COUNSEL

Date: April 20, 2023

GIBSON, DUNN & CRUTCHER LLP

By:  _____
Lauren M. Blas, *pro hac vice*
Jason C. Schwartz, *pro hac vice*
Attorneys for Defendant Amazon.com Services
LLC and Amazon.com, Inc.

LIST OF EXHIBITS

1. Class Notice
2. Claim Form
3. Preliminary Approval Order
4. Order and Final Judgment Approving Settlement of Class Action
5. Text Alert of Class
6. Memorandum of Understanding (“MOU”)

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 [[settlement website](#)].

CRITICAL DATES

- [Response deadline]:** Deadline for Group B (defined below) to submit a **Claim Form**, by mail, email or at [[settlement website](#)], if you want to receive a Group B settlement amount.
- [Response deadline]:** Deadline to submit a **Request for Exclusion** if you do *not* want to be bound by the Settlement. If you request exclusion, you will not receive any monetary recovery from this Settlement.
- [Objection Deadline]:** Deadline to file and serve any **Objection** to the Settlement.
- [Final Hearing]:** Final Approval Hearing for the Court to consider final approval and to hear any objections.
- [Check Mail Date]:** 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 **[Response deadline], 2023**. You can submit a Group B Claim Form via regular mail, email or through **[settlement website]** to:

Analytics Consulting, LLC
Address
Email
website

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 **[Response deadline]**:

Analytics Consulting, LLC
Address
Email

Requests for exclusion that do not include all required information, or that are not submitted by **[Response deadline]** 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 **[Response deadline].**

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 [final hearing date], 2023, at [time] 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 [website].

Exhibit 1 – Stipulation and Settlement Agreement of Class Action Claims

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.**

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

GROUP B CLAIM FORM

Only those Class Members whose employment with Amazon ended between April 16, 2019 through October 12, 2020 are in Group B and must submit a Claim Form to be eligible for a recovery in Group B.

Please Type or Print

*Name (First, Middle, Last): _____

Street Address: _____

City, State, Zip Code: _____

Former Names (if any): _____

*Social Security Number: X X X - X X - ____ ____ ____ (____) _____
Telephone Number

TO RECEIVE A RECOVERY IN GROUP B, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM BY REGULAR MAIL, EMAIL OR ON [WEBSITE] ON OR BEFORE [insert date], 2023.

**Amazon Claims Administrator
c/o Analytics Consulting, LLC
Address
Email**

OR BY EMAIL TO: [insert email]

OR AT [insert website]

The Group B Claim Form submitted by email must be attached as a pdf, or a clear and readable image.

* _____
(Sign your name here)

*Date: _____

**This information is required for your Group B Claim Form to be valid and complete. The last 4 digits of your social security number are required to avoid fraudulent claims.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

CANAN SCHUMANN, individually and on
behalf of all similarly situated,

Plaintiff,

v.

AMAZON.COM, INC., a foreign corporation,
AMAZON.COM SERVICES LLC; a foreign
corporation,

Defendants.

Case No. 3:20-CV-1751-JR

**OPINION AND
[PROPOSED] ORDER
PRELIMINARILY
APPROVING
STIPULATION AND
SETTLEMENT
AGREEMENT OF CLASS
ACTION CLAIMS**

This matter has come before the Court on Plaintiff’s Motion for Preliminary Approval and for the certification of a settlement class pursuant to the terms of the Stipulation and Settlement Agreement of Class Action Claims (“Settlement” or “Settlement Agreement”). The Court has received and reviewed the Settlement Agreement with exhibits. The terms used herein are defined and consistent with the Settlement Agreement.

The proposed Settlement, with class certification for settlement purposes only, of the claims advanced by the settlement class will achieve a definite and certain result for the benefit of Class Members and is preferable to continuing litigation in which the Class Members and Defendants would necessarily encounter substantial risk, uncertainty, delay, and cost. This Order is entered exclusively for purposes of this Settlement.

Exhibit 3 – Stipulation and Settlement Agreement of Class Action Claims

Preliminarily, this Court finds that the following terms and conditions shall apply to this Order:

1. This Order is a conditional certification for settlement purposes only. This Order is not intended to be an admission by Defendants that class certification for any purpose other than settlement is proper in this Case or in any other litigation against Defendants.

2. The Settlement resulted from extensive arm's-length negotiations. The Settlement Agreement was executed only after Plaintiff's Counsel had conducted extensive investigation and the Settlement evidenced by the Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to Class Members.

3. The Settlement Agreement pursuant to which this Order is entered contains a comprehensive explanation of the Settlement, with the full Release of Claims provided, and a process by which Class Members are allowed to request exclusion or object to the Settlement. The Settlement Agreement further contains a claims process by which Class Members who qualify for Group B (as defined) based on Defendants' business records may submit a Claim Form that provides for payment based on the class definition.

4. If for any reason this Court does not finally approve the Settlement Agreement, this Order shall be deemed null and void without further action by this Court or any of the Parties, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order.

In accordance with the foregoing terms, conditions and purpose, this Court ORDERS as follows:

1. The settlement class meets the requirements of Rule 23(e) of the Federal Rules of Civil Procedure. The settlement class is certified for purposes of Settlement only.

Exhibit 3 – Stipulation and Settlement Agreement of Class Action Claims

2. For purposes of Settlement only, the Court preliminarily finds:
 - a. Pursuant to Rule 23(a)(1), Class Members are sufficiently numerous that joinder of all members would be impracticable.
 - b. Pursuant to Rule 23(a)(2), there exist questions of law and fact that are common to the claims of the Class Members.
 - c. Pursuant to Rule 23(a)(3), the claims or defenses of the Plaintiff are typical of the claims of the Class Members.
 - d. Pursuant to Rule 23(a)(4), the Plaintiff will fairly and adequately protect the interests of the Class Members in that: (i) the interests of Plaintiff and the nature of the alleged claims are consistent with those of the Class; (ii) there appear to be no conflicts between or among the Plaintiff and the settlement class; and (iii) the Plaintiff and the Class Members are represented by qualified, reputable counsel at Schuck Law, LLC who are experienced in preparing and prosecuting wage and hour class actions.
 - e. Pursuant to Rule 23(b)(3), questions of law or fact common to the claim or defense of the Plaintiff and the claim or defense of each Class Member predominate over any question of law or fact affecting only individual Class Members, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.
3. The settlement class shall be defined as: All hourly Operations employees of Amazon working in Oregon during the class period of April 16, 2019 through October 12, 2020. There shall be no more than 23,050 Class Members. Class Members shall be divided into the following:

Group A: All Class Members who meet the class definition.

Group B: Those Class Members whose employment with Amazon ended during the Class Period. The number of Class Members in Group B is not to exceed 13,400 individuals, which are also included in Group A.

4. The “Class Period” as used herein means the period of time from April 16, 2019 through October 12, 2020.
5. Pursuant to Rule 23, the Court appoints Plaintiff Canan Schumann as the Class Representative.
6. The Class, certified for settlement purposes only, consist of claims arising from Plaintiff’s allegation that Defendants did not timely pay any and/or all wages due at the end of employment under ORS 652.150.
7. Pursuant to Rule 23, the Court appoints the following counsel as Class Counsel: David A. Schuck, Stephanie J. Brown, and Karen A. Moore of the law firm of Schuck Law, LLC. The attorneys at Schuck Law are capable of fairly and adequately representing the interests of the Class Members, in that they have done extensive work identifying or investigating potential claims in the action. Schuck Law is experienced in handling class actions and claims of the type asserted in the Case; is knowledgeable of the applicable law; and has committed the necessary resources to represent the Settlement Class.
8. The Parties have agreed, subject to Court approval, to a proposed form of Notice of Class Action Settlement and Release of Claims, which is Exhibit 1 to the Settlement Agreement. With respect to such form of Notice, the Court finds that such form of notice meets the requirements of due process and provides the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Parties have agreed, subject to Court approval, to proposed detailed notice procedures as outlined in the Settlement Agreement for providing notice to Class Members, and a proposed form of Notice and Claim Form, which are within Exhibits 1 and 2 to the Settlement Agreement. Because the Notice advises Class Members of the right and option to stay in the case, request exclusion, or object to the Settlement, the Court finds that the form of notice in Exhibit 1 meets the requirements of due process and provides the best notice practicable under the circumstances and shall constitute due and sufficient notice to Class Members. The Court finds that the notice procedures in the Settlement Agreement are fair, adequate and reasonable for providing the best notice practicable to Class Members. The Court appoints Analytics Consulting, LLC as “Settlement Administrator” to administer the Settlement in accordance with this Order and the requirements set forth in the Settlement Agreement.
10. Any Class Member who wishes to object to the Settlement Agreement, to the proposed award of attorneys’ fees and costs, or to any request for compensation for the Plaintiff may file an Objection on or before the Response Deadline. Objectors or their attorneys intending to appear at the Final Approval Hearing must include a statement with the objection that they intend to appear at the Final Approval Hearing. Any objector or their counsel who does not timely file and serve a written objection complying with the requirements in the Settlement Agreement shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.
11. By minute order, the Court shall set a Final Approval hearing date and time, not less than 90 days after the CAFA notice has been mailed to the appropriate federal and state

contacts (as specified in the Stipulation and Settlement Agreement of Class Action Claims) from the date of this Order to determine, among other things:

- a. Whether the Settlement should be given final approval as fair, reasonable and adequate;
 - b. Whether the litigation should be dismissed with prejudice pursuant to the terms of the Settlement;
 - c. Whether Class Counsel's request for an award of attorneys' fees, costs and expenses should be approved; and
 - d. Whether the Service Award to Plaintiff should be approved.
12. The Court reserves the right to continue the Final Approval Hearing without further written notice.
13. The Court finds that the deadlines and timing of events as detailed in the Settlement Agreement are fair, reasonable and adequate. The Court incorporates those deadlines and the timing of events detailed in the Settlement Agreement in this Order as if each were set forth herein.
14. The Court finds that a stay of all proceedings between the Parties in this case is reasonable for purposes of the Settlement, settlement administration, and the notice procedures.
15. This Order shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability. This Order shall not be construed or used as an admission, concession, or declaration by or against Plaintiff or the class that their claims lack merit or that the relief requested in the Case is inappropriate, improper or unavailable. Nor shall it be construed as a waiver by any

party of any arguments, defenses, or claims he, she, or it may have.

IT IS SO ORDERED.

DATED this ___ day of _____, 2023.

The Honorable Jolie A. Russo
United States District Court Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

CANAN SCHUMANN, individually and on
behalf of all similarly situated,

Plaintiff,

v.

AMAZON.COM, INC., a foreign corporation,
AMAZON.COM SERVICES LLC; a foreign
corporation,

Defendants.

Case No. 3:20-CV-1751-JR

**[PROPOSED] ORDER AND
FINAL JUDGMENT
APPROVING
SETTLEMENT OF CLASS
ACTION**

This matter has come before the Court on Plaintiff's Motion for Final Approval of Settlement and Request for Award of Attorney Fees, Costs and Expenses, and Service Award to Plaintiff ("Final Approval Motion"). ECF [insert #].

WHEREAS, the Court has received and reviewed the Settlement Agreement entered into between Plaintiff as the Class Representative, on the one hand, and Defendants Amazon.com, Inc. and Amazon.com Services LLC ("Amazon"), on the other hand, and has considered the terms of the proposed settlement set forth therein;

WHEREAS, all terms contained herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein;

WHEREAS, on [REDACTED], 2023, the Court entered its order preliminarily approving the Settlement of this class action, approving the form and method of notice, and Exhibit 4 – Stipulation and Settlement Agreement of Class Action Claims

setting a date and time for a final approval hearing to consider whether the Settlement should be finally approved by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, adequate, and reasonable (the “Preliminary Approval Order”), ECF [insert #];

WHEREAS, the Preliminary Approval Order further directed that all Class Members be given notice of the Settlement, allowing any requests for exclusion, objections, and advising of the date for the Final Approval Hearing;

WHEREAS, the Court has received a declaration of _____ on behalf of Analytics Consulting, LLC, the appointed Claims Administrator, attesting to Notice mailing and processing procedures in accordance with the Preliminary Approval Order and Settlement Agreement;

WHEREAS, the Court having considered that there were no objections to the Settlement or request for attorney fees and costs [alternatively “all timely filed objections to the Settlement”];

WHEREAS, the Court having conducted a final hearing on _____, 2023, and having considered the arguments presented, all papers filed and all proceedings had therein; and

WHEREAS, the CAFA notice requirements having been met under 28 U.S.C. § 1715, and the Court having received no comment or inquiry from the state and federal officials identified by Defendants regarding the Settlement;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this action, Plaintiff, all Class Members who have not timely requested exclusion, and Defendants.
2. In accordance with Rule 23(e) of the Federal Rules of Civil Procedure and the requirements of due process, all Class Members have been given proper and adequate

notice of the Settlement. Based upon the evidence submitted by the Parties, the Settlement Agreement, the arguments of counsel, and all the files, records and proceedings in this case, the Court finds that the Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of Rule 23(e) of the Federal Rules of Civil Procedure and any other applicable law.

3. The Settlement Agreement in this action warrants final approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, because it is fair, adequate, and reasonable to those it affects; resulted from extensive good-faith arm's length negotiations between the parties; and is in the public interest considering the following factors:
 - a. the strength of the Plaintiff's case;
 - b. the risk, expense, complexity and likely duration of further litigation;
 - c. the risk of maintaining class action status throughout the trial;
 - d. the amount offered in settlement;
 - e. the extent of discovery completed, and the stage of the proceedings;
 - f. the experience and views of counsel;
 - g. the presence of a governmental participant; and
 - h. the reaction of the class members to the proposed settlement.

Torrise v. Tucson Elec. Power Co., 8 F.3d 1370, 1375 (9th Cir. 1993). Settlements that follow sufficient discovery and genuine arms-length negotiation are presumed fair. *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 965–67 (9th Cir. 2009).

4. The Final Approval Motion is hereby GRANTED, and the Settlement Agreement is hereby APPROVED as fair, reasonable, adequate, and in the public interest, and the terms of the Settlement Agreement are hereby determined to be fair, reasonable and adequate, for the exclusive benefit of the Class Members. The Parties and Settlement Administrator are directed to consummate the Settlement Agreement in accordance with its terms.
5. The Court APPROVES payment of the Settlement Awards in accordance with the terms of the Settlement Agreement.
6. The Court APPROVES the distribution of Unclaimed Funds to *cy pres* recipient, Northwest Workers Justice Project, if there are Unclaimed Amounts [or if the Minimum Settlement Amount has not been satisfied] in accordance with the terms of the Settlement Agreement.
7. The Court AWARDS payment of Class Representative's Service Payment to Canan Schumann in the amount of \$20,000.00.
8. The Court AWARDS payment of attorneys' fees to Class Counsel in the amount of \$5,333,333.33.
9. The Court AWARDS payment of costs to Class Counsel in the amount of \$4,423.00.
10. The plan for allocation of the Settlement Awards (as defined in the Stipulation and Settlement Agreement of Class Action Claims) is hereby APPROVED as fair, adequate, and reasonable. The Settlement Amount shall be distributed in accordance with the terms

and deadlines of the Settlement Agreement and any further orders of this Court.

11. The Case is DISMISSED WITH PREJUDICE and without costs to any Party, other than as specified in the Settlement Agreement and this Order.
12. In consideration of the Settlement Amount, and for other good and valuable consideration, each Class Member, who did not submit a timely and valid request for exclusion shall, by operation of this Order, have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties in accordance with the Settlement Agreement.
13. Without affecting the finality of this Judgment in any way, this Court retains jurisdiction over: (a) implementation of the Settlement and the terms of the Settlement Agreement; (b) distribution of the Settlement Amount; and (c) all other proceedings related to the implementation, interpretation, administration, consummation, and enforcement of the terms of the Settlement Agreement and/or the Settlement, and the administration of claims by Approved Claimants.
14. This Court finds that there is no just reason for delay and expressly directs Judgment and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

DATED this ___ day of _____, 2023.

The Honorable Jolie A. Russo
United States District Court Judge

TEXT ALERT OF CLASS

Official Court Ordered Notice: Your rights may be affected by a wage and hour class action settlement with Amazon in the U.S. District Court for the District of Oregon, Case No. 3:20-CV-1751-JR. Please see [[website](#)] for further information or to update your address.

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Settlement Term Sheet

Defendants Amazon.com, Inc. and Amazon.com Services LLC (collectively, “Amazon”) and Plaintiff Canan Schumann (the “Named Plaintiff”) (together with Amazon, the “Parties”) have agreed to settle *Schumann v. Amazon.com, Inc.* (District of Oregon Case No. 3:20-cv-1751) (the “Action”), as memorialized in this Settlement Term Sheet (“Term Sheet” or “MOU”). The Parties agree that their settlement will be further memorialized in a formal and detailed written settlement agreement (“Settlement Agreement”) for which Plaintiff will seek Court preliminary approval, and which Amazon will not oppose. The terms of the settlement include:

1. Settlement Class Definition: For the purposes of this settlement only, the class shall be defined as all hourly Operations employees of Amazon working in Oregon during the period of April 16, 2019 through October 12, 2020 (estimated at approximately 21,881 individuals, to be updated prior to execution of the Settlement Agreement), subject to the following groups:
 - 1.1 Group A: All Class Members shall receive a Settlement Award of \$48.70 for the alleged unpaid wages in the Case without the need to submit a Claim Form. The number of Class Members designated in Group A shall not exceed 23,050 individuals.
 - 1.2 Group B: Those Class Members who submit a Claim Form and whose employment with Amazon ended during the Class Period shall be eligible for \$685.00 for the alleged penalty wages in the Case, which shall constitute part of their respective Settlement Awards. The number of Class Members in Group B is not to exceed 13,400 individuals, which are also included in Group A, with the precise number to be updated prior to execution of the Settlement Agreement. These individuals are also referred to as “Approved Claimants.”
2. Settlement Amount:
 - 2.1 Maximum Total Payment: The Maximum Total Payment for the settlement shall be \$16,000,000.00. This sum shall include all payments made to Class Members, the Service Payment to the Named Plaintiff, all settlement administration costs, both employee and employer shares of applicable payroll tax payments (e.g., FICA, FUTA, etc.), and all Plaintiff’s attorneys’ fees and costs. In no event will Amazon be required to pay more than the Maximum Total Payment set forth in this subparagraph.
 - 2.2 Minimum Settlement Amount & Guaranteed Payments:
 - 2.2.1 Of the Maximum Total Payment, Amazon will pay a guaranteed Minimum Settlement Amount without possibility of reversion, consisting of (a) \$5,333,333.33 in Settlement Awards to Class Members and Approved Claimants; (b) \$5,333,333.33 in attorneys’ fees; (c) \$4,423.00

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in costs; (d) \$150,000.00 in Settlement Administration Costs; (e) \$20,000.00 as a Service Payment; and (f) employer-side taxes on the Settlement Awards, each as provided for elsewhere in this Settlement Agreement.

2.2.2 Should the claims by Group B exceed the funds available within the Minimum Settlement Amount after payments to Group A, attorneys' fees, costs, Settlement Administration Costs, required employer-side taxes, and the Service Payment, Amazon shall provide additional funding as necessary, subject to the limit of the Maximum Total Payment.

2.2.3 At no time shall Amazon be required to provide to the Settlement Administrator or Plaintiff's Counsel funding beyond that required pursuant to Subparagraphs 2.2.1 and 2.2.2.

2.2.4 Should the total of all amounts paid under paragraph 2.2.1, including payments made to Class Members and Approved Claimants, be less than the Minimum Settlement Amount (either because of the number of Group B claims and/or Court order) following the claims form process, the difference between the amount paid and the Minimum Settlement Amount shall be distributed on a *pro rata* basis to all Class Members in Group A.

2.3 Service Payments: \$20,000.00 to the Named Plaintiff, who shall execute a settlement agreement and general release, subject to Court approval. This shall be in addition to any Settlement Award to which he would otherwise be entitled as a Class Member (and he shall not be required to submit any Claim Form for such amounts, notwithstanding other requirements herein). Any amount not awarded by the Court shall become part of the Class Amount available to Group A.

2.4 Plaintiff's Attorneys' Fees: \$5,333,333.33 in reasonable attorneys' fees, subject to Court approval. Such amount shall be the full amount of such fees, and Schuck Law, LLC shall not apply to the court for an award of additional fees and costs. Any amount not awarded by the Court shall become part of the funds payable to Group A.

2.5 Plaintiff's Attorneys' Costs: \$4,423.00.

2.6 Settlement Administration Expenses: \$150,000.00 to Analytics Consulting, subject to estimate and invoices from administrator. Should the Settlement Administration Expenses exceed \$150,000.00, the balance shall be satisfied out of the Maximum Total Payment. Should said expenses not reach \$150,000.00, the balance shall be incorporated within the second distribution to Group A, if practical and if the Minimum Settlement Amount has not been satisfied, and otherwise shall be distributed to a *cy pres* recipient as Unclaimed Funds.

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3. Taxes:

- 3.1 From each Settlement Award, payroll deductions will be made if necessary, for state and federal withholding taxes and any other applicable payroll deductions properly chargeable to each Class Member, resulting in a Net Settlement Award.
- 3.2 Except as specified in this Term Sheet, each person and company will remain responsible for his/her/their/its own taxes, penalties, interest, fees, or other amounts determined to be due or owing by any taxing authority.

4. Conditions & Releases: Settlement is conditioned upon a full release by the Named Plaintiff. In addition, each Class Member will receive notice of the settlement and release of class claims only. Class Members will be permitted to request exclusion or opt out of the settlement of class claims, subject to the provision in Paragraph 5 below. The Settlement Agreement shall contain the following releases:

- 4.1 Class Member Releases: As of the Effective Date, all Class Members who do not request exclusion shall be bound by the following:

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 Settlement 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 of Oregon 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. The releases shall be as to Amazon as well as its affiliates, agents, insurers, parents, subsidiaries, predecessors, and successors (herein “Released Parties”).

- 4.2 Plaintiff’s General Release of Claims: As of the Effective Date and in addition to the Released Claims in Paragraph 4.1, Plaintiff individually releases Amazon and the Released Parties as follows, and to be included in the full Settlement Agreement:

To the degree allowed by law, any and all claims, rights, demands, actions, liability, counter claims, damages, claims for attorneys’ fees and costs, causes of action of every kind and character, and compensation of

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whatever kind or nature, in law, equity, or otherwise, known or unknown, vested or contingent, suspected or unsuspected, which either party may now have or has ever had, whether based on tort, contract (express or implied), or federal, state, or local statute, regulation, ordinance, constitution, executive order, or other law, specifically including, but not limited to, Title VII of the Civil Rights Act of 1964, ORS Chapters 659 and 659A, the Fair Labor Standards Act, the 1991 Civil Rights Act, the Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Medical Leave Act, the Oregon Family Leave Act, the Plaintiff Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1985, Age Discrimination in Employment Act of 1967 (“ADEA”), 29 U.S.C. section 621 et seq., State and Federal Racketeering Acts, Executive Order 11246, all federal and state retaliation statutes, and all federal and state Civil Rights statutes or ordinances (including sections 1981 and 1983).

5. Request for Exclusion / Opt Outs: If 3% or more of the class members opt out of the settlement, then Defendants shall have the unilateral right in their sole and absolute discretion to void the settlement in its entirety. The Parties agree they will not encourage any class member to request exclusion or opt-out of the case. Nothing in this MOU is intended to limit Plaintiff’s counsel’s ethical duties as class counsel to properly advise Class Members regarding their claims and/or right to request exclusion.
6. Allocation: The Parties allocated payments under Group A as wages and Group B as penalties.
7. Denial of Liability: Defendants deny all liability for any alleged wrongdoing and a statement to this effect shall be included in the notice sent to class members.
8. Media Restrictions: The parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement Agreement. If counsel for either party receives an inquiry about the settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the terms of the Settlement Agreement.
9. Settlement Agreement; Court Submissions: Settlement documents, consisting of the Settlement Agreement, Notice, language for text alert of settlement, proposed preliminary approval order, and proposed final approval order, will be completed and presented to the Court for preliminary approval on or before 75 days after this MOU is executed by both parties. In the event that any Party fails to meet the deadlines herein or the Parties cannot agree upon any of the terms of the final Settlement Agreement, the Parties shall submit this MOU to the Court as the Parties’ agreement along with all settlement terms agreed to in a Settlement Agreement subject to paragraph 15 here.

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10. Notice of Class Action Settlement: The Notice will advise and explain how Class Members can make a claim, request exclusion, object, or choose to do nothing.
 - 10.1 The Notice shall be sent to all Class Member's last known address and email in Amazon's records, or an updated address provided by Class Counsel. A text alert of the settlement shall be sent to each Class Member's last known phone number in Amazon's records.
 - 10.2 Class Members will have 60 days from the date of mailing to submit a Claim Form, request exclusion, or file an objection, collectively "Response Deadline."
 - 10.3 The Settlement Administrator will mail the Notice to the forward address so designated on any returned mail. Any Notices returned to the Settlement Administrator within five business days before the Response Deadline will be re-mailed to any new addresses located by the Administrator after doing one computer search for a new address.
 - 10.4 Reminder Notices shall be mailed as postcards and emailed 30 days after the initial mailing of the Notice to those who have not submitted a claim, requested exclusion, or filed an objection.
11. Claim Form:
 - 11.1 Class Members who qualify for Group B must submit a valid and timely Claim Form to receive the Group B portion of the Settlement Award, and shall be an "Approved Claimant." To be valid, the Claim Form must contain the Class Member's name, last four digits of the Class Member's Social Security Number, and be signed by the Class Member. Claim Forms can be submitted by mail, email, or through the settlement website. The Class Member's last 4 digits of social security number shall be used to verify validity for online claim submissions.
 - 11.2 If a Claim Form is deficient of any of these items and was returned before the Response Deadline, the Settlement Administrator shall notify the Class Member of the deficiency, giving the Class Member five business days or the Response Deadline, whichever is later, to cure the deficiency.
12. Unclaimed Amounts: Any amounts paid pursuant to the settlement that are not cashed or otherwise negotiated by the deadline set herein will be considered "unclaimed funds" and paid to the Northwest Workers Justice Project, a local 501(c)(3) nonprofit organization, as a *cy pres* distribution. The Settlement Administrator shall certify to the Parties' counsel whether there were any unclaimed funds, that the unclaimed funds were paid accordingly, and that it has fully complied with its obligations. No portion of the unclaimed funds shall revert to Amazon for any reason or be disbursed to Class Counsel.

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13. Schedule: Subject to the Court's order granting preliminary approval, the Settlement Agreement shall proceed on the following schedule:
- 13.1 The Settlement Administrator will issue the requisite notices within 45 days of preliminary approval.
 - 13.2 Class Members will have 60 days from the date of mailing to submit a Claim Form, request exclusion, or file an objection, collectively "Response Deadline." See Paragraph 11.
 - 13.3 Within 14 days of the Response Deadline, the Settlement Administrator will advise the Parties' counsel of the percentage of any requests for exclusion and will calculate Settlement Awards, including, if applicable, additional amounts payable to Group A as a consequence of the number of Group B claims.
 - 13.4 Within 30 days of the Response Deadline, Plaintiff will file the request for final approval, including fee application.
 - 13.5 Within 30 days of the Effective Date, Amazon shall provide to the Settlement Administrator the Minimum Settlement Amount and any additional funds necessary to distribute funds to Approved Claimants (up to the Maximum Total Payment). As to the Service Award and Attorneys' Fees and Costs, Amazon may elect (but is not required) to directly pay those sums (also within 30 days of the Effective Date) via wire transfer to Schuck Law's trust and business accounts (respectively), rather than provide them to the Settlement Administrator. If required by the Settlement Administrator, after preliminary approval by the Court, Amazon shall pay a retainer for settlement administration from the \$150,000.00 total Settlement Administration Funds, and in doing so reduce the balance of the Minimum Settlement Amount to be transferred 30 days after the Effective Date under this subparagraph.
 - 13.6 Within 15 days of the payments under subparagraph 13.5, the Settlement Administrator shall issue and mail Settlement Awards to Class Members and Approved Claimants.
 - 13.7 Within 60 days after the mailing of Settlement Awards, any non-negotiated Settlement Awards will be deemed unclaimed funds pursuant to Paragraph 12 and disbursed to the designated *cy pres* recipient, with the required certifications completed within 75 days of the mailing of the Settlement Awards.
14. Non Payment: If Amazon fails to pay any amounts due under this Settlement Agreement, or as ordered by the Court, within the times allowed, then Plaintiff may immediately enforce this Settlement Agreement, along with any Court orders, and any other relief as approved by the Court including interest at 9 percent on the past due amounts, starting

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from the due date(s) and continuing thereafter until paid in full, plus reasonable attorney fees in collecting on any past due amounts.

15. Preliminary and Final Approval of Settlement:

15.1 Stipulation to the Jurisdiction of Magistrate Judge: The Parties stipulate and agree that they consent to Magistrate Judge Jolie Russo for the limited purpose of settlement approval, including preliminary and final approval.

15.2 Preliminary Approval of the Settlement: Plaintiff shall file a motion for preliminary approval, which Amazon shall not oppose to the degree it is consistent with this Term Sheet and the Settlement Agreement.

15.3 Final Approval Hearing: Plaintiff shall file a motion for final approval at the applicable time, which Amazon shall not oppose to the degree it is consistent with this Term Sheet and the Settlement Agreement, and any intervening orders of the Court.

15.4 The Parties agree that they will not object to or appeal from any order consistent with the Term Sheet and the Settlement Agreement.

16. Confidentiality: This Term Sheet is a confidential settlement document and may not be admitted into evidence or used in any proceeding except an action, motion or proceeding to approve, interpret or enforce the terms of the Settlement Agreement. If the Court does not approve the Settlement Agreement, it will be null and void.

17. “Effective Date”: means the date by which the order of Final Approval is signed by the Court, or if there are any objectors, then 30 days after any such appeal is final or the time to appeal has run.


18. Additional Terms: The parties agree that other standard terms will be discussed and memorialized in the Settlement Agreement.

Agreed to this ___ day of January, 2023.

SIGNATURE PAGE FOLLOWS

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Dated: January 26, 2023

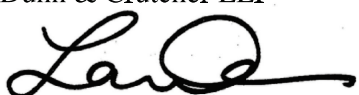
By: 
Canan Schumann (Jan 26, 2023 15:10 PST)
Canan Schumann
Plaintiff and Class Representative

Dated: January 30, 2023

By: _____
Amazon Representative
Amazon.com, Inc.

By: _____
Amazon Representative
Amazon.com Services LLC

Dated: January 26, 2023

Gibson, Dunn & Crutcher LLP
By: 

Lauren M. Blas
Attorneys for Defendants

Dated: January 26, 2023

Schuck Law LLC
By: David A Schuck
David A Schuck (Jan 26, 2023 15:50 PST)
David A. Schuck
Attorney for Plaintiff and as Class Counsel