

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 Members

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

Case No. 20-cv-01751-JR

**PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT
ADDENDUM**

Pursuant to Local Rule 7-1, Plaintiff's counsel has conferred in good faith with Defendants' counsel before submitting this motion. Defendants do not oppose this motion.

MOTION

Plaintiff moves the Court for preliminary approval of the Addendum to the Stipulation and Settlement Agreement of Class Action Claims ("Settlement Agreement" or "Agreement").¹ The Parties have consented to Magistrate Judge Jolie A. Russo for the purpose of settlement approval. *See* ECF 37 & 43. Plaintiff requests that the Court enter the proposed order approving

¹ All terms herein have the same meaning and use as that in the Settlement Agreement. Except as explicitly stated in the Addendum, nothing in the Motion or Addendum is intended to change or alter the Settlement Agreement.

the Addendum. While the Parties are not requesting oral argument, counsel remain available if the Court has any questions.

The reason for the motion is as follows. During the settlement administration process, the Parties identified a discrepancy in their respective interpretations of an ambiguity in the definition of the membership of the overall class (see Agreement § 2.16) and became aware of an error in the identification of members of the penalty subclass, which is referred to as “Group B” (see Agreement § 4.3.1.2). The Parties reached an agreement, as memorialized in the Addendum, to address those issues, while maintaining the integrity of the overall Settlement. This Addendum provides technical clarifications only, does not require further notices to be issued, and does not alter the deadlines or need for a Final Approval Hearing, which is currently set for September 13, 2023 at 10 a.m.

To summarize the key provisions of the Addendum:

First, the Parties have clarified that Class Members are those hourly Operations employees of Amazon working in Oregon during the Class Period identified and designated by Amazon as having a net loss of time due to rounding during the Class Period. The Agreement did not specify that having a net loss of time was the basis for membership in the Class. Consistent with the parties’ clarification, the class list provided to the Settlement Administrator—and by implication, the people who received the class notice—included only individuals Amazon identified with a net loss of time due to rounding during the Class Period.

The Addendum again emphasizes that nothing in the Settlement, including designation of who is a class member, is a decision on the merit of who does nor does not have a lawful claim under Oregon law, nor is it an admission of liability. Anyone not designated as a Class Member is not eligible to participate in the case and is further not bound by the Release Claims in this case and Settlement.

Second, also in the settlement administration process, the Parties discovered that a larger number of Class Members (14,374) qualified for Group B based on the end of employment date

in Amazon's records than was reflected in the Agreement.

The Parties recognized that as a result of this change, if more than approximately 90% of all Group B Class Members submit a valid and timely claim form, the total settlement (including all other amounts due) would exceed the Maximum Settlement Amount. Based on Class Counsel's experience, a 90% claim rate in a large class action is extremely rare and not highly plausible. Class Counsel has not seen a claims-made settlement reach over 90% claim rate, absent a very small class of about 50 people. Moore Declaration ¶ 2. Additionally, claim submissions to date (approximately 50 days into a 60-day claim period) confirm that such a scenario is very unlikely to occur. Nonetheless, the Parties included in the Addendum a contingency plan in the event such a scenario arises: Group B claims would be reduced on a *pro rata* basis and Approved Claimants (i.e., those who submit valid and timely claim forms for Group B) would be provided notice of the *pro rata* reduction and given a second opportunity to remain in the case or request exclusion.

The Parties have participated in significant negotiations to reach a settlement that is fair, adequate and reasonable. The Addendum provides clarification of the original Settlement and solutions for the unintended discrepancies. The Parties believe that the previously approved and issued Notice still provides sufficient explanation for Class Members to make informed decisions of whether to submit a Claim Form, request exclusion, or file an objection. Additionally, upon approval, the settlement website will be promptly updated with the Addendum and related edits to the "Frequently Asked Questions" or "FAQ" section, making this information available to all Class Members.

Plaintiff requests that the Court enter the proposed Order approving the Addendum.

DATED: July 31, 2023.

Schuck Law, LLC

/s/ Karen A. Moore
KAREN A. MOORE, Esquire
OSB # 040922
(360) 566-9243
Attorney for Plaintiff and Class Members