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**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

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

I. PREAMBLE & RECITALS.

A. Purpose. This addendum is to the Stipulation and Settlement Agreement of Class Action Claims between 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 (ECF 42) (the “Agreement”), and subject to the Court’s approval.

B. Procedural Posture. The Court granted preliminary approval of the Agreement on April 26, 2023. (ECF 45) After preliminary approval, the Parties engaged the Settlement Administrator. The Settlement Administrator took all necessary steps to comply with the terms in the Agreement and Court’s order of preliminary approval. In that 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, referred to as “Group B” (*see* Agreement § 4.3.1.2). The Parties are executing this Addendum to address those issues. Any provision of the Settlement Agreement not revised by this Addendum remains fully in effect without alteration.

II. REVISIONS AND ADDITIONS TO AGREEMENT

A. Paragraph 2.16 of the Agreement is revised to read as follows:

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 identified and designated by Amazon as having a net loss of time due to rounding during the Class Period. There shall be a maximum of 23,050 Class Members designated by Amazon. Individuals not identified by Amazon consistent with this Paragraph 2.16 are unaffected by the settlement.

B. Paragraph 4.3.1.2 of the Agreement is revised to read as follows:

4.3.1.2. **Group B:** Those Class Members who Amazon has identified as having employment end dates 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 14,374, who are also included in Group A. In the event that an Approved Claimant who 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.

C. The following new Paragraphs 4.3.1.3 and 4.3.1.4 are added to the Agreement:

4.3.1.3. Should the sum total of Group B payments to Approved Claimants be such that, together with other amounts due under the Agreement, the Maximum Settlement Amount would be exceeded (estimated to occur only if over 90% of Group B submits valid Claims), the Group B payments shall be reduced pro rata to avoid exceeding the Maximum Settlement Amount. In such an event, the Parties shall inform the Court, and

consistent with the Court's orders, each Approved Claimant shall be provided an additional notice and an additional opportunity to request exclusion from the settlement. Any such requests for exclusion under this section 4.3.1.3 shall not count towards the total in section 4.13.

4.3.1.4 Individuals not designated by Amazon as a Class Member based on the criteria identified in the Agreement and Addendum are unaffected by the settlement. The Agreement and Addendum shall not be construed or used as an admission, concession, or declaration, defense, or waiver as any existing or potential claim by, or rights of, such individuals, including as to the merits of their claims in comparison to Class Members.

D. The following new Paragraph 4.6.1 is added to the Agreement:

4.6.1. Within 3 business days after the Court signs an order approving this Addendum, Amazon shall provide updated versions of the Class List and Confirmation List reflecting updated Group B designations to the Settlement Administrator and Class Counsel, respectively.

E. The following new Paragraph 4.8.1 is added to the Agreement:

4.8.1 Within 3 business days after the Court signs an order approving this Addendum, the Settlement Administrator will (a) update the settlement website with the Addendum; and (b) add an FAQ

stating that (i) membership in the Class is based on Amazon's identification and designation of hourly Operations employees of Amazon working in Oregon during the period of April 16, 2019 through October 12, 2020 with a net loss of time due to rounding during the Class Period, and (ii) membership in Group B is based on Amazon's identification of Class Members whose employment terminated during the Class Period. Individuals not identified and designated as Class Members are not affected by the settlement. The settlement also does not reflect any conclusions about the merits of the Claims of those who are designated as Class Members.

F. The following new Paragraph 4.31.1 is added to the Agreement:

4.31.1 **This Addendum Is Fair, Adequate and Reasonable.** The Parties have arrived at this Addendum 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 Addendum and, accordingly, any claimed ambiguity shall neither be construed for nor against any Party.

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SIGNATURE PAGE TO ADDENDUM

PLAINTIFF

Date: Jul 24, 2023


Canan Schumann (Jul 24, 2023 14:41 PDT)
Canan Schumann

PLAINTIFF'S AND CLASS COUNSEL
SCHUCK LAW, LLC

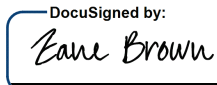
Date: Jul 24, 2023

By David A Schuck
David A Schuck (Jul 24, 2023 14:49 PDT)
David A. Schuck, OSB 993564, WSB 37285
Karen A. Moore, OSB 040922, WSB 42476
Attorneys for Plaintiff and Class

DEFENDANTS

Date: July 29, 2023

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

By: 
DDF214FDD377494...

Amazon Representative

AMAZON'S COUNSEL

Date: July 25, 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 TO ADDENDUM

1. Proposed Order and Opinion Approving Addendum to Stipulation and Settlement Agreement of Class Action Claims