

**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] OPINION  
AND ORDER APPROVING  
ADDENDUM TO  
STIPULATION AND  
SETTLEMENT  
AGREEMENT OF CLASS  
ACTION CLAIMS**

This matter has come before the Court on Plaintiff's Motion to approve the Addendum to the Stipulation and Settlement Agreement of Class Action Claims ("Settlement" or "Settlement Agreement"). The Court previously granted preliminary approval to the Settlement Agreement. (ECF 45). The Court has received and reviewed the Settlement Agreement as revised by the Addendum. The terms used herein are defined and consistent with the Settlement Agreement and Addendum.

The proposed Settlement and Addendum, 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

Exhibit 1 to Addendum to Stipulation and Settlement Agreement of Class Action Claims

cost. This Order is entered exclusively for purposes of this Settlement and to supplement the Order granting preliminary approval. (ECF 45).

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 Addendum provides benefit to all persons designated as a class member, as defined in the Settlement Agreement and resulted from extensive arm's-length negotiations.

3. The Addendum, along with 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 the prior preliminary approval order. (ECF 45).

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.

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2. Group B shall not to exceed 14,374, based on Amazon's identification from its business records of Class Members whose employment terminated during the Class Period.
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, the Parties are to inform the Court in preparation for the final approval hearing and propose an additional notice to be sent to Approved Claimants of their estimated revised Settlement Award and right to request exclusion.
4. The Court continues the stay of all proceedings between the Parties in this case is reasonable for purposes of the Settlement, settlement administration, and the notice procedures.
5. This Order, the Settlement, and Addendum 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, the Settlement, and Addendum shall not be construed or used as an admission, concession, or declaration by or against Plaintiff, class members, or those not designated by Amazon as a class member or Group B member based on the criteria identified in the Agreement 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.

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The Honorable Jolie A. Russo  
United States Magistrate Judge