

**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

**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 54.

WHEREAS, the Court has received and reviewed the Stipulation and Settlement Agreement of Class Action Claims with Addendum (collectively "Settlement Agreement" or "Agreement") (ECF 42 & 49-1) 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 April 26, 2023, the Court entered its order preliminarily approving the

Settlement of this class action, approving the form and method of notice, and 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 45;

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 Jeffrey J. Mitchell 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;

WHEREAS, the Court having conducted a final hearing on September 13, 2023, and having considered the arguments presented, all papers filed and all proceedings had therein and Plaintiff’s Unopposed Motion for Award of Attorney Fees, Expenses, and Costs, Administration Expenses and Service Award to Plaintiff (ECF 51); 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 in accordance with the terms of the Settlement Agreement.
7. Plaintiff's Unopposed Motion for Award of Attorney Fees, Expenses, and Costs, Administration Expenses and Service Award to Plaintiff (ECF 51) is hereby GRANTED, and pursuant to the terms of the Settlement Agreement:
 - a. The Court AWARDS payment of Class Representative's Service Payment to Canan Schumann in the amount of \$20,000.00.
 - b. The Court AWARDS payment of attorneys' fees to Class Counsel in the amount of \$5,333,333.33.

c. The Court AWARDs payment of costs to Class Counsel in the amount of \$4,423.00.

d. The Court APPROVES payment of administration expenses up to \$150,000.00 with any unclaimed funds to be distributed as detailed in the Settlement Agreement.

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 13th day of September, 2023.

Handwritten signature of Jolie A. Russo in black ink, written over a horizontal line.

The Honorable Jolie A. Russo
United States Magistrate Judge