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15 Counsel for Plaintiff Luben Romanov, on behalf of
16 himself and all others similarly situated

17 **UNITED STATES DISTRICT COURT**

18 **CENTRAL DISTRICT OF CALIFORNIA**

19 LUBEN ROMANOV, on behalf of
20 himself and all others similarly
21 situated,

Plaintiff,

22 v.

23 AMAZON.COM SERVICES LLC
24 a Delaware limited liability
25 company; and DOES 1 through 20,
inclusive,

26 Defendants.

Case No. 2:20-cv-02692 SB (KSx)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing:

Date: October 1, 2021

Time: 8:30 a.m.

Ctrm: 6C

1 The Court, having fully reviewed the Motion for Order Granting Preliminary
2 Approval of Class and Representative Action Settlement, the supporting Points and
3 Authorities, Declarations of Class Counsel Michael Singer, Roger R. Carter, and
4 Marc H. Phelps, Class and Representative Action Settlement Agreement
5 (“Settlement Agreement”),¹ and the Notice of Class Action Settlement, Change of
6 Address Form, and pre-printed return envelope (collectively, “Notice Packet”), and
7 in recognition of the Court’s duty to make a preliminary determination as to the
8 reasonableness of any proposed class action settlement and, if preliminarily
9 determined to be reasonable, to ensure proper notice is provided to Class Members
10 and PAGA Members in accordance with due process requirements, and to conduct
11 a Final Approval hearing as to the good faith, fairness, adequacy and reasonableness
12 of any proposed settlement, HEREBY MAKES THE FOLLOWING
13 DETERMINATIONS AND ORDERS:

14 1. The Court finds, on a preliminary basis, that the Agreement
15 incorporated in full by this reference and made a part of this Order Granting
16 Preliminary Approval appears to be fundamentally fair, adequate and within the
17 range of reasonableness which could ultimately be given final approval by this
18 Court. *See* Fed. R. Civ. P. 23(e); *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948,
19 964-64 (9th Cir. 2009). The Court notes Defendant Amazon.com Services LLC has
20 agreed to pay the Gross Settlement Amount of \$700,000 in full satisfaction of the
21 claims as more specifically described in the Settlement Agreement.

22 2. The Court finds that the \$50,000 PAGA Civil Penalty Payment amount
23 allocated from the Gross Settlement Amount as payment to the California Labor and
24 Workforce Development Agency and PAGA Members, as their share of the
25 Settlement of civil penalties under the Private Attorneys Generals Act is appropriate.
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28 ¹ Undefined capitalized terms used herein have the same meaning ascribed to them
in the Settlement Agreement.

1 3. The Court also finds that, on a preliminary basis, the Settlement is fair
2 and reasonable to all members of the Class when balanced against the probable
3 outcome of further litigation relating to class action certification, liability and
4 damages issues, and potential appeals of rulings The Court further finds that
5 significant investigation, research, litigation, formal and informal discovery have
6 been conducted such that Counsel for the Parties are able to reasonably evaluate their
7 respective positions. The Court further finds that settlement at this time will avoid
8 substantial costs, delay and risks that would be presented by the further prosecution
9 of the litigation, and that the proposed Settlement has been reached as the result of
10 intensive, informed and non-collusive and arms'-length negotiations between the
11 Parties. The Court finds the Settlement Agreement to be presumptively valid, subject
12 only to any objections that may be raised at the Final Approval Hearing.
13 ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR
14 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
15 GRANTED.

16 4. As a part of the preliminary approval, the Court accepts and
17 incorporates the Parties' Settlement Agreement and conditionally certifies the
18 following Class for Settlement purposes only:

19 All individuals employed by Defendant as Delivery Associates
20 in California at any time during the period from January 23, 2016
21 through the date the Court grants preliminary approval of the
22 Settlement Agreement or 120 days from the April 23, 2021
23 mediation, (August 21, 2021), whichever occurs first. Excluded
 from the Class are those who previously released their claims
 against Defendant.

24 5. The Court approves and appoints Plaintiff Luben Romanov as the Class
25 Representative.

26 6. The Court approves and appoints the law firms of The Phelps Law
27 Group, the Carter Law Firm, and Cohelan, Khoury & Singer, and as Class Counsel.

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1 7. The Court approves and appoints Simpluris, Inc. as the Administrator
2 to administer the Settlement Agreement pursuant to its terms.

3 8. The Court finds that the Notice of Class Action Settlement (“Notice”)
4 advises the Class of the pendency of the Class Action, of the proposed Settlement terms,
5 of preliminary Court approval of the proposed Settlement, of the automatic payment of a
6 proportionate share of the Settlement monies without the need to return a claim form, of
7 the Released Claims, of the PAGA Release, of the estimated amount each Participating
8 Class Member may expect to receive if they do not request exclusion from the Class; of
9 the manner and timing of requests for exclusions, disputes, and objections, and of the date
10 set for the Final Approval Hearing. The Court further finds that the Notice fairly and
11 adequately advise Class Members and PAGA Members of the terms of the proposed
12 Settlement and the benefits available to them, and of the Final Approval hearing date, time
13 and place and the right to file documentation in support of or in opposition to the Settlement
14 and to appear in connection with that hearing. The Court further finds that the Notice
15 clearly comports with all constitutional requirements including those of due process.
16 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
17 THE NOTICE OF CLASS ACTION SETTLEMENT ATTACHED AS AN EXHIBIT A
18 TO THE AGREEMENT;

19 9. The Court finds the mailing to the present and last known addresses of the
20 members of the Class, with safeguards to perform reasonable skip traces of returned Notice
21 Packets, constitutes an effective method of notifying Class and PAGA Members of their
22 rights with respect to the Class Action and Settlement. ACCORDINGLY, IT IS HEREBY
23 ORDERED that

24 (a) Within 30 days of the entry of Preliminary Approval of the
25 Settlement, Defendant shall forward to the appointed Administrator, the Class Data
26 List as provided for by the terms of the Agreement;

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1 (b) Within 21 days of receipt of the Class Data List, the
2 Administrator shall mail to each Class Member, by first class, postage pre-paid, the
3 Notice Packet;

4 (c) All mailings shall be made to the present and/or last known
5 mailing address of the Class Members based on Defendant's records, as well as
6 addresses that may be updated and located by the Administrator who will conduct
7 reasonable address searches in cases of returned mail as set forth in the Agreement.
8 The Court finds and so orders that the mailing of Notice Packets to Class Members
9 as set forth in this paragraph is the best means practicable by which to reach Class
10 Members and is reasonable and adequate pursuant to all constitutional and statutory
11 requirements including all due process requirements; and,

12 10. IT IS FURTHER ORDERED that:

13 (a) Requests for Exclusion ("Opt-Out"). Requests for Exclusion
14 from the Class and Settlement must be postmarked and mailed to the Administrator
15 no later than sixty (60) calendar days from the initial mailing of the Notice Packet
16 to the Class. Class Members who receive a Notice Packet that was remailed by the
17 Administrator shall have an additional 20 days from the original response deadline
18 to request in writing an exclusion from the Settlement. A Request for Exclusion is
19 only valid if it is timely postmarked and mailed, and includes (1) the name and
20 address of the Class Member requesting exclusion, (2) a statement expressing that
21 the Class Member elects to be excluded from the Settlement, and (3) a signature by
22 the Class Member. A Non-Participating Class Member who is also a PAGA Member
23 will be bound by the PAGA Release.

24 (b) Objections. Class Members may return written objections to the
25 Settlement in the manner set forth in the Notice. Written objections must be
26 postmarked and mailed to the Administrator no later than sixty (60) calendar days
27 from the initial mailing of the Notice packet to the Class. Class Members who
28 receive a Notice Packet that was remailed by the Administrator shall have an

1 additional 20 days from the original response deadline to submit a written objection.
2 Written objections must be signed by the Class Member and should include the Class
3 Member's full name and address, the grounds for each objection made, and whether
4 the Class Member intends to appear at the Final Approval Hearing. Class Members
5 may also appear at the Final Approval Hearing without first submitting a written
6 objection.

7 (c) Disputes. Class and PAGA Members may dispute the
8 information upon which their Settlement Payments will be calculated in the manner
9 provided as set forth in the Settlement Agreement. Any dispute must be postmarked
10 and mailed to the Administrator, no later than sixty (60) days after the Administrator
11 mails the Notice Packets to the Class. Class Members who receive a re-mailed
12 Notice Packet shall have an additional 20 days from their original deadline to dispute
13 in writing the information on which their Settlements were calculated.

14 11. IT IS FURTHER ORDERED that the Final Approval hearing shall be
15 held before the undersigned at ____ a.m. on _____, 2021, in the above-
16 entitled Court, in the United States District Court – Central District of California –
17 Western Division, Courtroom 6C (6th Floor) located at 350 West First Street, Los
18 Angeles, California 90012 to consider the fairness, adequacy and reasonableness of
19 the proposed Settlement preliminarily approved by this Order of Preliminary
20 Approval, and to consider the application of Class Counsel for an award of
21 reasonable attorneys' fees and litigation expenses, Class Representative service
22 payment, and for the Administrator expenses incurred.

23 12. IT IS FURTHER ORDERED that all papers in support of the request
24 for Final Approval of the Class Action Settlement, and Class Counsels' requests for
25 awards of attorneys' fees and litigation costs, the Class Representative service
26 payment, the payment to California Labor Workforce and Development Agency,
27 and Administration expenses shall be served and filed with the Court at least twenty-
28 eight (28) calendar days before the Final Approval Hearing.

1 13. IT IS FURTHER ORDERED that if, for any reason, the Court does not
2 execute and file an Order Granting Final Approval and Judgment, or if the Effective
3 Date, as defined by the Agreement, does not occur for any reason whatsoever, the
4 Agreement and the proposed Settlement subject of this Order and all evidence and
5 proceedings had in connection therewith, shall be null and void and without
6 prejudice to the *status quo ante* rights of the Parties to the litigation as more
7 specifically set forth in the Agreement.

8 14. IT IS FURTHER ORDERED that, pending further order of this Court,
9 all proceedings in this matter except those contemplated in this Order and in the
10 Settlement Agreement are stayed.

11 15. The Court expressly reserves the right to adjourn or continue the Final
12 Approval Hearing from time-to-time without further notice to Class Members,
13 except that notice of a continuance shall be provided to Class Members who may
14 submit written objections.

15 IT IS SO ORDERED.

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17 Dated: _____, 2021

18 _____
19 Honorable Stanley Blumenfeld, Jr.
20 United States District Court Judge
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