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15 Counsel for Plaintiff Luben Romanov, and
16 the Conditionally Certified Class

17 **UNITED STATES DISTRICT COURT**

18 **CENTRAL DISTRICT OF CALIFORNIA**

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

21 Plaintiff,

22 v.

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

26 Defendants.

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

CLASS ACTION

**DECLARATION OF DIANA M.
KHOURY IN SUPPORT OF
PLAINTIFF'S MOTION FOR ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: March 25, 2022

Time: 8:30 a.m.

Ctrm: 6C

Judge: Stanley Blumenfeld, Jr.

1 I, Diana M. Khoury, declare as follows:

2 1. I am a Partner at the law firm of Cohelan Khoury & Singer, co-counsel
3 of record for Plaintiff Luben Romanov (“Plaintiff”) and the Conditionally Certified
4 Class. I submit this declaration in support of Plaintiff’s Motion for Order Granting
5 Final Approval of Class Action Settlement. The following facts are within my
6 personal knowledge and if called to testify I could and would competently testify to
7 them.

8 2. I am a 1986 Western State University College of Law graduate and
9 was admitted to the California State Bar in June, 1987. I am admitted to practice in
10 all state courts in California and in the all federal courts in California.

11 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan &
12 Khoury, a Partnership of Professional Law Corporations, and within a few years
13 began to focus on class actions. In 2009, Cohelan & Khoury became Cohelan
14 Khoury & Singer. Our firm represents plaintiffs in complex, class and
15 representative action litigation, including wage and hour, labor and employment,
16 antitrust, consumer protection, construction defect and other public interest type
17 class and representative actions.

18 4. I am AV – Preeminent rated by Martindale-Hubbell. For the years,
19 2012 through the present, I, together with my partners Isam C. Khoury and Michael
20 D. Singer, have been selected by our peers based on ethics, experience and
21 reputation as Super Lawyers in Civil Litigation by the Southern California Super
22 Lawyers Magazine for the years. Mr. Singer was admitted as a fellow to the College
23 of Labor and Employment Attorneys in 2020, and named to the Daily
24 Journal 2012, 2013, and 2018 list of Top California Labor and Employment
25 Attorneys.

26 5. Cohelan Khoury & Singer has been certified by the State Bar of
27 California to provide the Mandatory Continuing Legal Education activity entitled
28 “Litigating California Class Actions” and has conducted MCLE certified seminars

1 on this topic. Senior Partner, Timothy D. Cohelan, is the author of Cohelan on
2 California Class Actions (1997-2022, updated annually), part of Thomson Reuters
3 Expert Series updated annually. Michael D. Singer is a contributing author on the
4 CEB publication California Wage and Hour Law: Compliance and Litigation
5 (2010-2022 updated annually), in which he wrote the opening chapter overview on
6 California Wage and Hour laws, including the public policy underpinnings for those
7 laws, and the Private Attorneys General Act (PAGA) Claim chapter. He is also a
8 contributing author to the CEB Practitioner (2020), including guidelines for oral
9 argument and forms for PAGA litigation. Mr. Singer has served as a columnist for
10 the California State Bar, Litigation Section on wage and hour litigation and has
11 contributed articles on wage and hour and class action issues through the years to
12 numerous California publications. Prior to COVID, he typically lectured several
13 times per year for continuing education courses on wage and hour and class action
14 issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For
15 over twelve years, Mr. Singer has served as wage and hour amicus co-chair and
16 liaison for the California Employment Lawyers Association, drafting, reviewing,
17 and coordinating amicus filings on wage and hour issues in the California Supreme
18 Court and Courts of Appeal. He has been engaged in the practice of labor and
19 employment law since 2000, handling well over 200 wage and hour class and
20 PAGA actions and several individual labor cases. He has litigated several types of
21 employment actions, including complex ERISA employee welfare benefit plan
22 cases, as well as wage and hour class actions before Federal and State Courts in
23 California. In 2014, Mr. Singer, along with Partner J. Jason Hill, tried a wage and
24 hour class action involving claims for illegally deducted wages and unreimbursed
25 expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the
26 trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck
27 drivers.

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1 6. Since admission to the California State Bar, I have been a member of
2 the San Diego County Bar Association, Consumer Attorneys of San Diego,
3 Consumer Attorneys of California, and having served on numerous committees
4 throughout the years for these organizations. For six years from 2010 through 2015,
5 I served on the Board of Directors for Consumer Attorneys of San Diego, and
6 chaired numerous committees during those terms.

7 7. As a part of our overall firm philosophy lawyers perform community
8 service and pro bono work. Firm volunteer work includes service through the Legal
9 Aid at Work, San Diego Volunteer Lawyer Program, the San Diego County Bar
10 Foundation and Consumer Attorneys of San Diego. Since 2014, I have actively
11 served as a director on the San Diego County Bar Foundation, the 501(c)(3) non-
12 profit entity and the charitable arm of the San Diego County Bar Association.
13 Partner Jeff Geraci is past recipient of the Wiley W. Manuel Award for Pro Bono
14 Service, and during law school interned for the ACLU and Equal Rights Assistance
15 assisting on impact litigation class action lawsuits. Mr. Singer has served on the
16 Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair
17 of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits
18 on the Board as past Chair. He completed 24 years of volunteer judicial service as
19 a Judge Pro Tem of the San Diego Superior Court. Since admission to the California
20 Bar, Partner Our firm's recent pro bono victories include a settlement which
21 prohibits the City of San Diego from targeting homeless people for illegal lodging
22 tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case
23 No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing
24 the number of available shelter beds in San Diego.

25 8. Cohelan Khoury & Singer has been certified Class Counsel in the
26 following contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego
27 County Superior Court Case No. 00700810; *Andino v. Kaiser Foundation*
28 *Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et al.*

1 v. *Container Connection of Southern California, Inc.*, Los Angeles County Superior
2 Court Case No. BC500675; *Bank Of America Wage And Hour Employment*
3 *Practices Litigation*, United States District Court, District of Kansas MDL Case No.
4 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United
5 States District Court, Southern District of California Case No. 13CV1901; *Dilts, et*
6 *al. v. Penske Logistics, L.L.C., et al.*, United States District Court, Southern District
7 of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc.,*
8 *et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074;
9 *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No.
10 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District Court,
11 Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire*
12 *Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
13 30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control*
14 *Specialist and PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart*
15 *Supermarkets* San Mateo County Superior Case No. CIV530955; *Wilcox v*
16 *Albertsons*, San Diego County Superior Court Case No. GIC833922; *Gonzalez, et*
17 *al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange
18 County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions,*
19 *Inc.*, United States District Court, Southern District of California Case No.
20 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home*
21 *Corp.*, Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al.*
22 *v. Brinker Restaurant Corporation, et al.*, San Diego County Superior Court Case
23 No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit,
24 State of Hawaii Case No. 98-3815-08; *Liberty Mutual Overtime Cases*, Los Angeles
25 County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba*
26 *Acosta Sales and Marketing Company*, United States District Court, Central District
27 of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v.*
28 *Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.

1 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego
2 County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic*
3 *Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243;
4 *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-
5 2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior
6 Court Case No. 37-2008-00083992; Steroid Hormone Product Cases, Los Angeles
7 County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria*
8 *Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift*
9 *v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et*
10 *al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Co Case No.
11 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States
12 District Court, Central District of California Case No. 12CV8590; *Vaquero v.*
13 *Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No.
14 BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court,
15 Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon*
16 *Company*, United States District Court, Southern District of California Case No.
17 10CV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States
18 District Court, Southern District of California Case No. 06CV1330, among others,
19 as well as being appointed Class Counsel in connection with well over 200 class
20 action settlements.

21 9. As Class and PAGA Representative Counsel, Cohelan Khoury &
22 Singer has actively commenced, prosecuted and concluded numerous state and
23 federal class and representative actions. Since 2016, Cohelan Khoury & Singer has
24 played a central role in the resolution of over 200 such cases, including the
25 following, which have received court approval: (a) *Arellano, et al. v. Container*
26 *Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case
27 No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los
28 Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c)

1 *Czuchaj v. Conair Corporation*, United States District Court, Southern District of
2 California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v.*
3 *TSYS*, United States District Court, Central District of California, Case No. 18-cv-
4 00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles
5 County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f)
6 *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No.
7 CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE,*
8 *Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M.
9 Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County
10 Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v.*
11 *Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-
12 01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior
13 Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of*
14 *Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D.
15 Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United
16 States District Court, Southern District of California, Case No. 17-CV-010624 JM,
17 Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County
18 Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et*
19 *al. v. Wyndham Resort Development Corporation, et al.*, United States District
20 Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T.
21 Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court
22 Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles*
23 *Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon.
24 William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*,
25 Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E.
26 Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior
27 Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon*
28 *Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918,

1 Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern District of California,
2 Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA*
3 *Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon.
4 Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los
5 Angeles County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w)
6 *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-
7 00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-*
8 *San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon.
9 Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego
10 County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z)
11 *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case
12 No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*,
13 San Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E.
14 Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-
15 CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture,*
16 *LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M.
17 Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of
18 California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-*
19 *Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290,
20 Hon. William F. Highberger; among others.

21 10. We consider ourselves experienced and qualified to evaluate class
22 claims and viability of the defenses. That experience and those qualifications
23 allowed our firm to assist in achieving an efficient resolution of the claims in this
24 matter.

25 11. By this motion, Plaintiff Luben Romanov, individually and on behalf
26 of the Conditionally Certified Class, moves for final approval of a \$700,000 non-
27 reversionary settlement ("Gross Settlement Amount"), which will disburse
28 \$371,532.91 ("Net Settlement Amount") to 4,981 Class Members employed in

1 California by Amazon.com Services, LLC, (“Amazon” or “Defendants”), as
2 Delivery Associates sometime during the period from January 23, 2016 through
3 August 21, 2021.

4 12. The Court granted preliminary approval of the settlement on October
5 20, 2021. On December 10, 2021, the Court-approved Notice Packet (consisting of
6 the Notice of Class Action Settlement, Change of Address form, and pre-printed
7 return envelope) was mailed to 4,983 Class Members via first-class U.S. mail. The
8 Notice informed Class Members of their rights and benefits under the Settlement,
9 including the estimated amount of their Settlement Payments, and of the February
10 8, 2022 deadline to return requests for exclusion from the Settlement, disputes, and
11 written objections. An extended deadline of February 28, 2022 was provided to those
12 Class Members whose Notice Packets were remailed to an updated mailing address.

13 13. Class Member support for the Settlement has been strong. Through the
14 present, (three days prior to the extended response deadline), no disputes or
15 objections have been returned as to any term of the Settlement, and only two Class
16 Members have requested exclusion. Following the grant of final approval, and the
17 Effective Date of settlement, 4,981 Class Members will receive payments averaging
18 \$77.07, and highest payments of \$500.90.

19 14. In this class and representative action, Plaintiff alleges Class Members
20 worked 15 to 30 minutes prior to the start of each shift to inspect their vehicles, the
21 tires and mirrors, gas, and oil, clean the vehicle, check the packages, and then load
22 them on the truck for that day’s delivery, and from time to time, attend regular
23 security and safety trainings. Class Members continued to work after clocking out
24 to complete required tasks, such as arranging the bins and racks in the vehicle,
25 inspect the vehicle, and meet with Amazon’s logistics’ team to discuss undelivered
26 packages which took another 10 to 15 minutes. This pre-and post-shift work was
27 unpaid.

28 15. Plaintiff also contends Amazon scheduled their workdays with

1 numerous time-consuming deliveries and lengthy delivery routes preventing them
2 from taking off-duty meal and rest breaks. Delivery Associates were required to
3 complete all daily pick-ups, deliveries, and other work-related duties before ending
4 their shifts, and typically had no time for off-duty or uninterrupted meal periods and
5 rest breaks. If Class Members did not complete their scheduled deliveries, they were
6 subject to potential discipline of up to and including termination.

7 16. Plaintiff further contends that Delivery Associates were required to use
8 their personal cell phones for such things as maintaining communication with
9 Amazon's dispatch, management, warehouse, and with customers, both during and
10 after scheduled shifts, and for receiving orders to re-deliver undelivered packages,
11 and taking pictures of packages, all without reimbursement.

12 17. A brief summary of the litigation follows: on January 17, 2020,
13 Plaintiff sent a letter to Amazon and to the California Labor and Workforce
14 Development Agency ("LWDA") notifying them of his intention to bring a
15 representative action for civil penalties for various violations of the California
16 Labor Code, ("Labor Code") as provided for by the Private Attorneys General Act,
17 ("PAGA") Labor Code § 2698, *et seq.*

18 18. Since serving Plaintiff's letter, and as required by the PAGA,
19 Plaintiff's Counsel has given notice of the proposed Settlement to the LWDA by
20 service of the following documents: Plaintiff's Motion for Preliminary Approval
21 and the Plaintiff's Counsels' Motion for Attorneys' Fees, Litigation Costs, etc. See,
22 Dkt. Nos. 46-15, 47-3; 54-7, 54-17.

23 19. To date, the LWDA has not contacted any of Plaintiff's Counsel
24 regarding the Settlement and proposed PAGA Payment by phone or written
25 communication.

26 20. On January 23, 2020, Plaintiff filed a class action complaint in the Los
27 Angeles County Superior, Case No. 20STCV02837 alleging Amazon violated the
28 Labor Code by failing to pay minimum and overtime wages owed; premium wages

1 for non-compliant, interrupted and on-duty meal and rest breaks; business-related
2 expenses for personal cell phone usage; timely final wages, and accurate wage
3 statements; and based on these violations, unlawful, unfair, and/or fraudulent
4 business practices.

5 21. On March 23, 2020, Amazon removed the case on the basis of diversity
6 pursuant to the Class Action Fairness Act. On March 30, 2020, Amazon answered
7 the complaint. On March 31, 2020, the Court issued its Order Setting Scheduling
8 Conference set for June 18, 2020. The Joint Rule 26(f) Report was filed, after which
9 the Court vacated the scheduling conference and set deadlines for expert witness
10 designation, discovery certification briefing, dispositive motions, private mediation
11 etc.

12 22. On July 28, 2020, a First Amended Class and Representative Action
13 was filed alleging additional civil penalties pursuant to PAGA, and adding Cohelan,
14 Khoury and Singer as co-counsel for Plaintiff and the putative Class. On August 17,
15 2020, Amazon filed its Amended Answer.

16 23. In this litigation, the Parties conducted extensive discovery and
17 investigative efforts in order to reach resolution of this litigation. On June 18, 2020,
18 the Parties served their Initial Disclosures identifying their respective positions, and
19 potential witnesses possessing information relevant to the claims alleged and
20 documents, among other things.

21 24. On September 4, 2020, Plaintiff served Amazon with two sets of
22 Special Interrogatories, Requests for Admission, Requests for Production of
23 Documents, and a deposition notice for Amazon's Person Most Knowledge
24 pursuant to Fed. R. Civ. P. 30(b)(6). Amazon served its answers and objections to
25 all discovery on October 28, 2020. On March 10, 2021, Plaintiff was served with
26 Special Interrogatories and Requests for Production Documents.

27 25. After several meet and confer efforts to obtain Class Member contact
28 information, and supplemental responses and documents from Amazon, the Parties

1 discussed the possibility of attending mediation and agreed to do so on a Class-wide
2 basis. To that end, pursuant to the Parties' stipulation, the Court entered a protective
3 order allowing Amazon to provide documents and information subject to
4 confidentiality protections.

5 26. To evaluate Amazon's liability exposure, Plaintiff's Counsel reviewed
6 documents produced by Amazon that included Plaintiff's personnel file containing
7 Amazon's employee handbook (eff. 2019), policies and procedure materials,
8 Plaintiff's time punch details, and Plaintiff's earnings statements, among other
9 relevant documents.

10 27. For purposes of mediation, Amazon produced the estimated number of
11 Class Members, the number of former Class Members; the number of PAGA
12 Members; the estimated number of Class Pay Periods; the estimated number of
13 PAGA Pay Periods; the estimated number of shifts worked by the Class; the
14 estimated average hourly rate; the total premiums paid for non-compliant meal and
15 rest breaks, and the fact that the Delivery Associate position in California had
16 existed from only mid-2018 through November 2020.

17 28. Amazon also produced the names and telephone numbers for 50
18 randomly selected Delivery Associates. Based on a sample set of calls to and from
19 Class Members, Class Counsel obtained anecdotal information about the Delivery
20 Associates' job, hours worked in a shift, routes, duties, and responsibilities and the
21 obligations for package pick-up and delivery by the end of their work shifts; the
22 types of tasks performed pre-shift and post-shift; about whether they were able to
23 take, on eligible shifts, off-duty and uninterrupted meal and rest breaks; whether
24 they were compensated when they did not or could not take a compliant break; and
25 whether they were reimbursed for using their personal cell phones.

26 29. Prior to mediation, the Parties engaged in extensive investigation, and
27 discovery, and had discussions concerning the relative merits of Plaintiff's claims
28 and Amazon's defenses to them to assess the likelihood of class certification.

1 30. All information and data produced by Amazon as well as information
2 obtained from Class Member interviews was given to Class Counsel's damages'
3 consultant to review and analyze, and to assist Class Counsel with the creation of a
4 Class-wide damage model for purposes of engaging in a meaningful and informed
5 mediation.

6 31. On April 23, 2021, the Parties attended a day-long mediation
7 conducted virtually by Michael D. Young, a well-regarded, and experienced wage
8 and hour class action mediator facilitating the informed and arms'-length
9 negotiations.

10 32. Taking all discussions and negotiations into consideration, the Parties
11 reached agreement on the principle terms of the proposed Settlement, and diligently
12 continued to negotiate the balance of the terms contained in the Agreement.

13 33. Following a full day of informed negotiations facilitated by an
14 experienced mediator, and evaluating the Class claims against Amazon's defenses,
15 and risks of an adverse ruling on certification, the Parties agreed the Action could
16 be settled for the Gross Settlement Amount of \$700,000 ("GSA"), no part of which
17 would revert to Amazon under any circumstances. In addition to the GSA, Amazon
18 agreed to pay the employer-sided taxes due on the portion of the Class Members'
19 Settlement Payments allocated to wages. The GSA includes, subject to the Court's
20 approval: (a) attorneys' fees of \$233,333.33 to compensate Class Counsel for work
21 performed and to be performed to secure final Court approval, and litigation
22 expenses of \$10,133.76 (estimated at \$12,500); (c) a Class Representative Service
23 Payment of \$10,000 in consideration of Plaintiff's prosecution of the Action,
24 service as the sole representative for the Class, work performed, risks undertaken
25 for the payment of costs, benefits conferred on absent Class Members, and a general
26 release; (d) administration expenses to Simpluris, Inc., of \$25,000; and (e) a PAGA
27 Civil Penalty Payment of \$50,000 of which \$37,500 (75%) will be paid pursuant
28 to the PAGA to the LWDA and \$12,500 (25%) will be distributed proportionately

1 to all PAGA Members.

2 34. With respect to attorneys' fees, Plaintiff consented in writing to
3 attorneys' fees of up to one-third percent of any recovery to be distributed to
4 Plaintiff's Counsel: 60% to Cohelan, Khoury & Singer, 20% to The Phelps Law
5 Group, and 20% to The Carter Law Firm.

6 35. After all Court-approved deductions from the GSA, the remaining
7 Net Settlement Amount, \$371,532.91, will be distributed entirely to Participating
8 Class Members on a proportionate basis without the need to return a claim form.

9 36. Eligible PAGA Members will also receive a proportionate share of
10 \$12,500 PAGA Penalty Payment allocated to them which will be included in the
11 Settlement Payment. Participating Class Members will receive average payments
12 of \$77.07 and highest payments of \$500.90. Plaintiff Romanov's Settlement
13 Payment has been calculated at \$68.75

14 37. On August 9, 2021, Plaintiff moved for Preliminary Approval. On
15 October 1, 2021, the Parties appeared before the Court on Plaintiff's Preliminary
16 Approval Motion, after which the hearing was continued to October 22, 2021, to
17 allow the Parties to file a supplemental brief by October 12, 2021. The Court
18 requested additional briefing regarding the reasonableness of the Settlement
19 considerations, undelivered notice packets, Plaintiff's Counsel's estimated hours
20 and lodestar, and Plaintiff's estimated time devoted to this litigation.

21 38. On October 12, 2021, the Joint Supplemental Brief was filed, after
22 which the Court vacated the hearing, and granted the Preliminary Approval Motion.
23 The Court found on a preliminary basis that: (a) the Settlement was fair, adequate
24 and within the range of reasonableness which could ultimately be given final
25 approval by this Court; and that (b) the Settlement Agreement was presumptively
26 valid, subject only to objections that may be raised at the Final Approval Hearing.
27 The Court preliminarily approved Plaintiff Luben Romanov as the Class
28 Representative, Simpluris as the Administrator, Cohelan, Khoury & Singer, The

1 Carter Law Firm, and the Phelps Law Group as Class Counsel, and approved the
2 Notice of Class Action Settlement, and the method of dissemination to the Class.

3 39. The administrator mailed the Notice Packet on December 10, 2021 to
4 4,983 Class Members informing them of the February 8, 2022 Response Deadline
5 date to postmark a dispute, object to the Settlement or request exclusion.

6 40. Class Members that received remailed Notice Packets were provided
7 additional time, through February 28, 2022, to respond to the Notice.

8 41. To date, no objections or disputes have been returned, and only two
9 individuals requested exclusion from the Settlement resulting in a 99.9%
10 participation rate.

11 42. Since the mailing of the Notice Packets to the Class, nothing has
12 changed to negate the presumption of fairness. With the Class' favorable reaction
13 to the Settlement, Class Counsel remains convinced the Settlement is in the Class'
14 best interest based on a detailed knowledge of the issues presented in the Action and
15 the negotiations. The length and risks of trial and the perils of litigation that affect
16 the value of the claims were all carefully weighed as described in the Supplemental
17 Briefing in Support of Preliminary Approval. The affirmative defenses asserted by
18 Defendant, the uncertainty of obtaining or maintaining Rule 23 certification, the
19 prospect of a potential adverse summary judgment ruling, the difficulties of complex
20 litigation, the lengthy process of establishing damages and various possible delays
21 and appeals, were also carefully considered by Class Counsel in arriving at the
22 proposed Settlement.

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43. This motion was provided to the LWDA via its website on the date the motion was filed with the Court. Attached as Exhibit 1 is a true and correct copy of the LWDA confirmation of receipt.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on February 25, 2022 in San Diego, California.

s/ Diana M. Khoury
Diana M. Khoury