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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 LUBEN ROMANOV, on behalf of
14 himself and all others similarly
situated,

15 Plaintiff,

16 v.

17 AMAZON.COM SERVICES LLC
18 a Delaware limited liability
19 company; and DOES 1 through 20,
inclusive,

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

CLASS ACTION

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

1 This matter came on for hearing on March 25, 2022 at 8:30 a.m., in
2 Courtroom 6C of the above-captioned Court on Plaintiff's Unopposed Motion for
3 Order Granting Final Approval of Class and Representative Action Settlement and
4 Entering Judgment pursuant to this Court's Order Granting Preliminary Approval
5 of Class Action Settlement [Dkt. Nos. 52, 53], and the fully-executed Class and
6 Representative Action Settlement Agreement ("Settlement Agreement") [Dkt. No.
7 46-3]. Pursuant to the Preliminary Approval Order, Class Members and PAGA
8 Members were given notice of the terms of the proposed settlement as set forth in
9 the Notice of Class Action Settlement and pursuant to the Settlement Agreement,
10 and the opportunity to comment upon, request to be excluded from the Class or
11 object to the Settlement or any of its terms. Having received and considered the
12 proposed Settlement, the supporting papers filed by the Parties, and the evidence
13 and argument received by the Court in conjunction with the Motion for Order
14 Granting Preliminary Approval of Class Action Settlement [Dkt. Nos. 46, 50], the
15 Court grants final approval of the Settlement as set forth in the Settlement
16 Agreement and HEREBY ORDERS AND MAKES THE FOLLOWING
17 DETERMINATIONS:

18 1. Pursuant to the Order Granting Preliminary Approval of Class and
19 Representative Action Settlement, the Court-approved Notice of Class Action
20 Settlement, Change of Address form, and a pre-printed return envelope ("Notice
21 Packet") were mailed to all Class Members by first-class mail. The Notice Packet
22 notified Class Members of their rights (1) to receive their share of the Settlement
23 without a claim form, (2) the manner in which to submit written objections to the
24 Settlement, and the deadline to do so; (3) to request exclusion from the Class, and
25 the deadline to do so; (4) to appear at the Final Approval Hearing, and (5) the
26 information on which their Settlement Payment would be calculated, and the
27 estimated amount of their Settlement Payments if they did not return a request for
28 exclusion.

1 2. The Court finds and determines that this notice procedure afforded
2 adequate protections to Class Members and provides the basis for the Court to
3 make an informed decision regarding approval of the Settlement based on the
4 response of the Class. No objections were presented by any Class Member and
5 two individuals, David Won and Glenn Barrera, requested exclusion from the
6 Settlement. The Court finds and determines that the notice provided in this case
7 was the best notice practicable, which satisfied the requirements of law and due
8 process.

9 3. The Court further finds and determines that the terms of the Settlement
10 are fair, reasonable and adequate to the Class and that the Settlement is ordered
11 finally approved, and that all terms and provisions of the Settlement should be and
12 hereby are ordered to be consummated subject to the Effective Date expiration
13 periods and other conditions set forth in the Settlement Agreement.

14 4. The Court confirms certification of the Class as follows:

15 All individuals employed by Defendant as Delivery Associates in
16 California at any time during the period from January 23, 2016
17 through August 21, 2021. Excluded from the Class are those who
18 previously released their claims against Defendant.

19 5. The Court confirms the law firms of the Phelps Law Group, the Carter
20 Law Firm, and Cohelan, Khoury & Singer as Class Counsel.

21 6. The Court confirms Plaintiff Luben Romanov as the Class
22 Representative.

23 7. The Court finds and determines that the Settlement Payments to be
24 paid to 4,981 Participating Class Members as provided for by the Settlement
25 Agreement are fair and reasonable. The Court hereby grants final approval to and
26 following the Effective Date expiration periods and other conditions set forth in
27 the Settlement Agreement orders the payment of those amounts be made in
28 accordance with the terms of the Settlement Agreement.

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1 8. Pursuant to the terms of the Settlement, and the authorities, evidence
2 and argument submitted by Class Counsel, the Court awards Class Counsel
3 attorneys' fees of \$233,333.33 and reimbursement of their litigation costs of
4 \$10,133.76. The Court finds and determines that such amounts are fair and
5 reasonable and following the Effective Date expiration periods and other
6 conditions set forth in the Settlement Agreement orders the Administrator to make
7 these payments in accordance with the terms of the Settlement Agreement.

8 9. The Court approves Class Representative Service Payment of \$10,000
9 to Plaintiff Luben Romanov in consideration of (i) his initiation and prosecution of
10 the Action, (ii) service as the sole representative for the Class, (iii) work performed,
11 (iv) risks undertaken for the payment of costs in the event the case had not
12 concluded successfully, (v) general release of all claims, and (vi) the benefits
13 conferred upon all Participating Class Members.

14 10. The Court finds and determines that the \$50,000 PAGA Civil Penalty
15 Payment amount allocated as payment to the California Labor and Workforce
16 Development Agency and PAGA Members, as their share of the Settlement of civil
17 penalties under the Private Attorneys Generals Act is hereby approved.

18 11. The Court hereby grants final approval to and following the Effective
19 Date expiration periods and other conditions set forth in the Settlement Agreement
20 orders that amount be paid in accordance with the Agreement.

21 12. The Court further finds and determines that payment of the fees and
22 costs of the appointed Administrator, Simpluris, Inc., of up to \$25,000.00 for
23 services rendered and to be rendered in connection with the completion of its
24 administrative duties pursuant to the Settlement.

25 13. Without affecting the finality of this Order in any way, the Court
26 retains jurisdiction of all matters relating to the interpretation, administration,
27 implementation, effectuation and enforcement of this order and the Settlement.

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1 14. Nothing in this order shall preclude any action to enforce the Parties'
2 obligations under the Settlement or under this Order.

3 15. The Parties are hereby ordered to comply with the terms of the
4 Settlement.

5 16. The Parties shall bear their own costs and attorneys' fees except as
6 otherwise provided by the Settlement Agreement and this Order Granting Class
7 Counsels' attorneys' fees and reimbursement of litigation costs.

8 17. The Court hereby enters final judgment in this case in accordance with
9 the terms of the Settlement, Order Granting Preliminary Approval of Class Action
10 Settlement, and this Order.

11 IT IS SO ORDERED.

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13 Dated: _____

The Honorable Stanley Blumenfeld, Jr.
United States District Court
Central District of California-Western Division