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

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

Plaintiff,

v.

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

Defendants.

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

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE AND SETTING OF
FINAL APPROVAL HEARING DATE**

Date: October 1, 2021

Time: 8:30 a.m.

Ctrm: 6C

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. THE PARTIES	2
A. Plaintiff	2
B. Defendant	2
C. The Class and PAGA Claims	2
III. PROCEDURAL BACKGROUND	3
IV. INVESTIGATION AND DISCOVERY.....	4
V. MEDIATION AND SETTLEMENT	5
VI. PLAINTIFF’S ALLEGATIONS AND AMAZON’S DEFENSES	5
VII. SUMMARY OF PROPOSED SETTLEMENT	7
A. Settlement Terms.....	7
B. Administrator and Notice to the Class	9
VIII. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED	9
A. Strength of Plaintiff’s Case and the Risk, Expense, Complexity and Likely Duration of Further Litigation	10
B. The Extent of Informal Discovery and Stage of Proceedings Support Settlement.....	11
C. The Settlement is the Product of Serious, Informed, Non-Collusive Negotiations; Class Counsel are Experienced in Similar Litigation...	12
D. The Settlement is a Reasonable Compromise of Claims	13
1. Minimum, Regular and Overtime Wages (Labor Code §§ 510, 558.1, 1194, 1197, 1198)	13
2. Failure to Provide Compliant Meal and Rest Breaks or to Pay Premium Wages in Lieu (Labor Code §226.7, 512).....	14
3. Unreimbursed Business Expenses - Labor Code §2802	16
4. Wage Statement Penalties - Labor Code §226 (Derivative)	17

1	5.	Waiting Time Penalties – Labor Code §203 (Derivative).....	18
2	6.	PAGA Civil Penalties – Labor Code §§2699, et seq.	19
3	IX.	CLASS COUNSELS’ ATTORNEYS’ FEES REQUEST AND CLASS	
4		REPRESENTATIVE PAYMENTS	21
5	A.	Motion for Award of Attorneys’ Fees and Litigation Costs	21
6	B.	Class Representative Service Payment	21
7	X.	THE CLASS SHOULD BE CONDITIONALLY CERTIFIED	22
8	A.	All Rule 23(a) Prerequisites Certification Are Present.....	22
9	1.	Rule 23(a)(1) —Numerosity	22
10	2.	Rule 23(a)(2) —Commonality	22
11	3.	Rule 23(a)(3) —Typicality	23
12	4.	Rule 23(a)(4) —Adequacy of Representation	24
13	B.	Rule 23(b)(3) —Predominance and Superiority	24
14	XI.	CONCLUSION	25

TABLE OF AUTHORITIES

Page

<i>Amaral v. Cintas Corp. No. 2</i> 163 Cal. App. 4th 1157 (2008)	17
<i>Amchem Prods., Inc. v. Windsor</i> 521 U.S. 591, 620 (1997)	22, 24
<i>Augustus v. ABM Security Services, Inc.</i> 2 Cal. 5th 257 (2016).....	15
<i>Blackie v. Barrack</i> 524 F.2d 891 (9th Cir. 1975).....	22
<i>Boyd v. Bechtel Corp.</i> 485 F. Supp. 610 (N.D. Cal. 1979).....	11
<i>Brinker v. Restaurant Corp. v. Superior Court</i> 53 Cal. 4th 1004 (2012).....	15
<i>Brotherton v. Cleveland</i> 141 F. supp. 2d 907 (S.D. Ohio 2001)	21
<i>Carrington v. Starbucks</i> 30 Cal. App. 5th 504 (2018).....	20
<i>Ceja-Corona v. CVS Pharm., Inc.</i> 2015 U.S. Dist. LEXIS 5118 (E.D. Cal. Jan. 14, 2015).....	20
<i>Ching v. Siemens Indus., Inc.</i> 2013 U.S. Dist. LEXIS 169279 (N.D. Ca. Nov. 27, 2013)	23
<i>Dilts v. Penske Logistics, LLC</i> 267 F.R.D. 625 (S.D. Cal. 2010).....	23
<i>Ellis v. Naval Air Rework Facility</i> 87 F.R.D. 15 (N.D. Cal. 1980)	12
<i>Franco v. Ruiz Food Prods.</i> 2012 U.S. Dist. LEXIS 169057 (E.D. Cal. Nov. 27, 2012)	20

1	<i>Garcia v. Gordon Trucking, Inc.</i>	
2	2012 U.S. Dist. LEXIS 160052 (E.D. Cal. Oct. 31, 2012)	20
3	<i>Glass v. UBS Financial Services</i>	
4	2007 U.S. Dist. LEXIS 8476 (N.D. Cal. Jan. 26, 2007)	21
5	<i>Greer v. Dick's Sporting Goods, Inc.</i>	
6	2019 U.S. Dist. LEXIS 145847 (E.D. Cal. Aug. 26, 2019)	10
7	<i>Hanlon v. Chrysler Corp.</i>	
8	150 F.3d 1011 (9th Cir. 1988).....	10, 22, 23, 24
9	<i>In re Omnivision Technologies, Inc.</i>	
10	559 F. Supp. 2d 1036 (N.D. Cal. 2007).....	13
11	<i>Magadia v. Wal-Mart Assocs.</i>	
12	384 F. Supp. 3d 1058 (2019).....	19, 20
13	<i>Morillion v. Royal Packing Co.</i>	
14	22 Cal.4th 575 (2000).....	13
15	<i>Naranjo v. Spectrum</i>	
16	40 Cal. App. 5th 444 (2019).....	17, 18
17	<i>Nen Thio v. Genji, LLC</i>	
18	14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014)	20
19	<i>Nordstrom Com. Cases</i>	
20	186 Cal. App. 4th 576 (2010).....	17
21	<i>Pedroza v. PetSmart, Inc.</i>	
22	2012 U.S.Dist.LEXIS 189530 (C.D.Cal. June 14, 2012).....	17, 18
23	<i>Rodriguez v. West Publishing Corp.</i>	
24	2007 U.S. Dist. LEXIS 74849 (C.D. Ca. Sept. 10, 2007)	12
25	<i>Singer v. Becton Dickinson & Co.</i>	
26	2010 U.S. Dist. LEXIS 53416 (S.D. Cal. June 1, 2010)	21
27		
28		

1	<i>Staton v. Boeing Corp.</i>	
2	327 F.3d 938 (9th Cir. 2003)	21
3	<i>Thurman v. Bayshore Transit Management, Inc.</i>	
4	203 Cal. App. 4th 1112 (2012)	20
5	<i>Torrissi v. Tucson Elec. Power Co.</i>	
6	8 F.3d 1370 (9th Cir. 1993)	10
7	<i>Troester v. Starbucks Corp.</i>	
8	5 Cal.5th 829 (2018)	13
9	<i>Van Vranken v. Atlantic Richfield Co.</i>	
10	901 F. Supp. 294 (N.D. Cal. 1995)	21
11	<i>Ventura v. New York City Health and Hosp., Inc.</i>	
12	125 F.R.D. 595 (S.D.N.Y. 1989)	23
13	<i>Vieyara-Flores v. Sika Corp.</i>	
14	2019 U.S. Dist. LEXIS 98081 (C.D. Cal. 2019)	20
15	<i>Wal-Mart Stores, Inc. v. Dukes</i>	
16	564 U.S. 338 (2011)	22, 24

STATUTES AND REGULATIONS

		<u>PAGE</u>
19	<u>California Code of Regulations</u>	
20	Title 8, § 11040(2)(K)	13
21	<u>California Labor Code</u>	
22	§ 203	18
23	§ 226	17, 18
24	§ 226.3	20
25	§ 226.7.	15, 18
26	§ 510	13
27	§ 512	15
28	§ 558.1	13
	§ 1194	13
	§ 1194(a)	13
	§ 1197	13

§ 1198	13
§ 2698, et seq.	3
§ 2699, et seq.	2, 19
§ 2802.	16

Federal Rules of Civil Procedure

Rule 23.....	25
Rule 23(a)	22
Rule 23(a)(1).....	22
Rule 23(a)(2).....	22
Rule 23(a)(3).....	23
Rule 23(a)(4).....	24
Rule 23(b)	22
Rule 23(b)(3)	24
Rule 23(e)	9
Rule 23(e)(2).....	10
Rule 26(f).....	3
Rule 30(b)(6)	4

MISCELLANEOUS AUTHORITIES

Page

<u>Herbert Newberg & Alba Conte, 4 Newberg on Class Actions, vol. 4 (4th ed. 2002)</u>	
§ 11.22, et seq.	9
§ 11.25	9

1 **I. INTRODUCTION**

2 Plaintiff seeks preliminary approval of a non-reversionary, pre-certification
3 wage and hour Class Action and Private Attorneys' General Act ("PAGA")
4 Settlement of \$700,000 by Plaintiff Luben Romanov, individually, and on behalf of
5 the estimated 4,984 Class Members employed by Defendant Amazon.com Services
6 LLC ("Amazon" or "Defendant") in California as Delivery Associates at any time
7 during the period from January 23, 2016 through the date the Court grants
8 preliminary approval of this Agreement or August 21, 2021 (the "Class Period"),
9 whichever occurs first. Declaration of Michael D. Singer, ("Singer Decl.") ¶9. The
10 proposed Settlement is non-reversionary and Class Members will be paid based on
11 the number of eligible Pay Periods worked during the Class Period, unless they
12 exclude themselves from the Settlement. A claim form will not be required to
13 participate in the Settlement. Singer Decl. ¶10.

14 Pursuant to the terms memorialized in the Class and Representative Action
15 Settlement Agreement, ("Agreement"), Plaintiff seeks by this Motion, the following:
16 1) preliminary approval of the proposed class action settlement, and that it is fair,
17 adequate, and reasonable based on the terms of the Agreement, including payment
18 by Defendant of the \$700,000 Gross Settlement Amount ("GSA") for the benefit of
19 4,984 Class Members; 2) conditional certification of the Class for settlement
20 purposes only; 3) appointment of Plaintiff's Counsel as Class Counsel, and
21 preliminary approval of the reasonable attorneys' fees of \$233,333.33 and litigation
22 costs of up to \$12,500.00 from the GSA; 4) appointment of Plaintiff Luben Romanov
23 as the Class Representative, and preliminary approval of the Service Payment to
24 Plaintiff of \$10,000.00 from the GSA, as compensation for the burden,
25 responsibility, time, effort, and risk involved in coming forward on behalf of the
26 Class; 5) appointment of Simpluris, Inc. as the Administrator, and preliminary
27 approval of up to \$25,000.00 from the GSA for administration of the Settlement; 6)
28 approval of the allocation of civil penalties of \$50,000 from the GSA, with 75% to

1 be paid to the California Labor and Workforce Development Agency and 25% to be
2 distributed to PAGA Members, as prescribed by Labor Code section 2699 *et seq.*;
3 and, 7) approval of the proposed Notice of Class Action Settlement (“Class Notice”),
4 and directing its distribution to the Class. Singer Decl. ¶11.

5 **II. THE PARTIES**

6 **A. Plaintiff**

7 Plaintiff Luben Romanov was employed by Defendant from May 15, 2019
8 through August 19, 2019 as a non-exempt, hourly paid Delivery Associate providing
9 package pick-up and delivery services exclusively for Amazon at its warehouse in
10 the Thousand Oaks area of California, earning \$17.25 per hour. Singer Decl. ¶12.
11 See Declaration of Luben Romanov.

12 **B. Defendant**

13 Amazon is headquartered in Washington state and with its principal place of
14 business in Seattle, Washington. During the Class Period, Amazon employed
15 Delivery Associates such as Plaintiff and the Class to pick up and deliver packages
16 ordered online from Amazon.com, to businesses and consumers throughout
17 California. Amazon’s Delivery Associate position was in existence for a short period
18 of time, from mid-2018 through November 2020. Singer Decl. ¶13.

19 **C. The Class and PAGA Claims**

20 The Class is defined as all individuals employed by Amazon as Delivery
21 Associates in California any time during the period from January 23, 2016 through
22 the date the Court grants preliminary approval of this Agreement or August 21, 2021,
23 whichever occurs first. (SA, ¶ I.C). There are an estimated 4,984 Class Members
24 who were employed for an estimated 76,632 Pay Periods¹ during the Class Period.
25 *Id.* ¶1.H. Singer Decl. ¶14.

26 PAGA Members, a subgroup of the Class, are defined as all individuals who

27 ¹ “Pay Period” means any workweek in which a Class Member was employed by
28 Defendant as a Delivery Associate in California during the Class Period.

1 worked any time during the PAGA Period (November 13, 2018 through the date of
2 Preliminary Approval of this Agreement, or August 21, 2021, whichever occurs
3 first). (SA, ¶ I.Z.). There are an estimated 4,977 PAGA Members who were
4 employed for an aggregate 75,996 Pay Periods. Singer Decl. ¶15.

5 **III. PROCEDURAL BACKGROUND**

6 On January 17, 2020, Plaintiff sent a letter to Defendant and to the California
7 Labor and Workforce Development Agency (“LWDA”) notifying them of his
8 intention to bring a representative action for civil penalties for various violations of
9 the California Labor Code, as provided for by the Private Attorneys General Act,
10 (“PAGA”) Labor Code § 2698, *et seq.* Singer Decl. ¶16.

11 On January 23, 2020, Plaintiff filed a class action complaint in the Superior
12 Court of California, County of Los Angeles, Case No. 20STCV02837 alleging that
13 Amazon violated the California Labor Code by failing to pay minimum and overtime
14 wages owed; premium wages for non-compliant, interrupted and on-duty meal and
15 rest breaks; business-related expenses for personal cell phone usage; timely final
16 wages, and accurate wage statements; and based on these violations, unlawful,
17 unfair, and/or fraudulent business practices. Singer Decl. ¶17.

18 On March 23, 2020, Amazon removed the case on the basis of diversity
19 pursuant to the Class Action Fairness Act. ECF 1. On March 30, 2020, Amazon
20 answered the complaint. ECF 11. On March 31, 2020, the Court issued its Order
21 Setting Scheduling Conference set for June 18, 2020. ECF 12. The Joint Rule 26(f)
22 Report was filed, after which the Court vacated the scheduling conference and set
23 deadlines for expert witness designation, discovery certification briefing, dispositive
24 motions, private mediation etc. ECF 19. Singer Decl. ¶18.

25 On July 28, 2020, a First Amended Class and Representative Action was filed
26 alleging additional civil penalties pursuant to the PAGA, and adding the law firm of
27 Cohelan, Khoury and Singer as co-counsel for Plaintiff. ECF 24, 25. On August 17,
28 2020, Defendant filed its Amended Answer. ECF 26. Singer Decl. ¶19.

1 **IV. INVESTIGATION AND DISCOVERY**

2 On June 18, 2020, Plaintiff and Defendant served their Initial Disclosures
3 identifying the numerous potential witnesses possessing information relevant to the
4 claims alleged. Singer Decl. Singer Decl. ¶20.

5 On September 4, 2020, Plaintiff served Defendant with two sets of Special
6 Interrogatories, Requests for Admission, Requests for Production of Documents,
7 and a deposition notice for Amazon's Person Most Knowledge pursuant to Fed. R.
8 Civ. P. 30(b)(6). Amazon served its answers and objections to all discovery on
9 October 28, 2020. Singer Decl. ¶21. On March 10, 2021, Defendant served Plaintiff
10 with Special Interrogatories and Requests for Production Documents. *Id.*

11 After several meet and confer efforts to obtain Class Member contact
12 information, and supplemental responses and documents from Amazon, the Parties
13 discussed the possibility of attending an early mediation and then agreed to do so on
14 a Class-wide basis on April 23, 2021. To that end, pursuant to the Parties' stipulation,
15 the Court entered a protective order allowing Amazon to provide documents and
16 information subject to confidentiality protections. ECF 35. Singer Decl. ¶22.

17 To evaluate Amazon's liability exposure, Plaintiff reviewed documents
18 produced by Defendant, that included Plaintiff's personnel file, and included
19 Amazon's employee handbook (eff. 2019), policies and procedure materials,
20 Plaintiff's time punch details, and Plaintiff's earnings statements, among other
21 relevant documents. Singer Decl. ¶23.

22 For purposes of mediation, Amazon produced the estimated number of Class
23 Members - 4,984; the number of former Class Members - 4,984; the number of
24 PAGA Members – 4,977; the estimated number of Class Pay Periods – 76,632; the
25 estimated number of PAGA Member Pay Periods –75,996; the estimated number of
26 shifts worked by the Class – 282,006; the estimated average hourly rate - \$16.96; the
27 total premiums paid for non-compliant meal and rest breaks - \$1,124,696.65, and the
28 fact that the Delivery Associate position in California existed only from

1 approximately mid-2018 through November 2020. Singer Decl. ¶24.

2 Amazon also produced the names and telephone numbers for 50 randomly
3 selected Delivery Associates. Based on a sample set of calls to and from the Class
4 Members, Class Counsel obtained anecdotal information about the Delivery
5 Associates' job, the hours worked in a shift, their routes, their duties, and
6 responsibilities and obligations for package pick-up and delivery by the end of their
7 shifts; the types of tasks performed pre-shift and post-shift; about whether they were
8 able to take, on eligible shifts, off-duty and uninterrupted meal and rest breaks;
9 whether they were compensated when they did not or could not take a compliant
10 break; and whether they were reimbursed for using their personal cellphones, among
11 other things. Singer Decl. ¶25.

12 All information obtained from the data and Class Member interviews was
13 provided to Class Counsel's damages' consultant to review and analyze and to assist
14 Class Counsel with the creation of a Class-wide damage model for purposes of
15 engaging in a meaningful and informed mediation. Singer Decl. ¶26.

16 **V. MEDIATION AND SETTLEMENT**

17 On April 23, 2021, the Parties attended a day-long mediation conducted
18 virtually by Michael D. Young, a well-regarded, and experienced wage and hour
19 class action mediator facilitating the arms'-length negotiations. Singer Decl. ¶27. By
20 the end of the day, taking all discussions and negotiations into consideration, the
21 Parties reached agreement on the principle terms of the proposed Settlement, and
22 diligently continued to negotiate the balance of the terms contained in the
23 Agreement. Singer ¶28, Exh. "1."

24 **VI. PLAINTIFF'S ALLEGATIONS AND AMAZON'S DEFENSES**

25 Plaintiff alleges Class Members worked 15 to 30 minutes prior to the start of
26 each shift to inspect their vehicles, the tires and mirrors, gas, and oil, clean the
27 vehicle, check the packages, and then load them on the truck for that day's delivery,
28 and from time to time, attend regular security and safety trainings. Class Members

1 continued to work after clocking out to complete required tasks, such as arranging
2 the bins and racks in the vehicle, inspect the vehicle, and meet with Amazon's
3 logistics' team to discuss undelivered packages which took another 10 to 15
4 minutes. This pre-and post-shift work was unpaid. Singer Decl. ¶29.

5 Plaintiff also contends Amazon scheduled their workdays with numerous
6 time-consuming deliveries and lengthy delivery routes preventing them from
7 taking off-duty meal and rest breaks. Delivery Associates were required to
8 complete all daily pick-ups, deliveries, and other work-related duties before ending
9 their shifts, and typically had no time for off-duty or uninterrupted meal periods
10 and rest breaks. If Class Members did not complete their scheduled deliveries, they
11 were subject to potential discipline of up to and including termination. Singer Decl.
12 ¶30.

13 Plaintiff also contends that Delivery Associates were required to use their
14 personal cell phones for such things as maintaining communication with Amazon's
15 dispatch, management, warehouse, and with customers, both during and after
16 scheduled shifts, and for receiving orders to re-deliver undelivered packages, and
17 taking pictures of packages, all without reimbursement. Singer Decl. ¶31.

18 Amazon denies all allegations alleged in the operative complaint, and further
19 denies it owes Plaintiff and the Class for unpaid wages or work expenses. Amazon
20 contends that it maintains compliant wage and hour and working time policies that
21 expressly prohibit off-the-clock work and expressly require all Delivery Associates
22 to accurately record all hours worked. It contends that if a Delivery Associate failed
23 to accurately record their hours worked, they were required to report this to their
24 manager so that the Delivery Associate could be paid for all hours worked. Amazon
25 contends that, beyond its compliant policies, Delivery Associates did not have the
26 opportunity to perform unpaid pre-work because Delivery Associates could not
27 access any delivery packages, vehicles or perform any other work before having
28 clocked in, or after having clocked out. Amazon contends the same is true for the

1 alleged unpaid post-work.

2 Amazon contends that its meal and rest break policies also adequately
3 informed the Delivery Associates of the need to take meal and rest breaks and to
4 not perform any work during these breaks. In addition to its comprehensive and
5 compliant meal and rest break policies, Amazon contends that it did not schedule
6 Delivery Associates for deliveries that prevented them from taking off-duty meal
7 and rest breaks. To the contrary, Amazon contends that a Delivery Associate's
8 delivery schedule accounted for non-working time for the Delivery Associate to
9 take their meal and rest breaks. Amazon contends that Delivery Associates had
10 significant discretion regarding when and where to take their meal and rest breaks,
11 and that they did not face potential discipline for failing to complete all scheduled
12 deliveries during a shift.

13 Amazon also contends that Delivery Associates were reimbursed for any
14 work-related use of their personal mobile devices, and Amazon usually provided
15 Delivery Associates with work mobile devices to empower Delivery Associates to
16 perform their work duties. Amazon contends it provided Delivery Associates with
17 the necessary materials to perform their duties, including cleaning supplies for the
18 delivery vehicles.

19 **VII. SUMMARY OF PROPOSED SETTLEMENT**

20 **A. Settlement Terms**

21 The Parties agreed the Action may be settled for the Gross Settlement Amount
22 of \$700,000 ("GSA"), no part of which may revert to Amazon under any
23 circumstances. Amazon also agreed to pay separately and in addition to the GSA
24 any employer-side taxes due on the portion of the Individual Settlement Payments
25 allocated to wages. The GSA includes, subject to the Court's approval: (a) attorneys'
26 fees of \$233,333.33² to compensate Class Counsel for work performed and

27 ² Plaintiff consented in writing to attorneys' fees of up to one-third percent of any
28 recovery to be distributed to Plaintiff's Counsel as follows: 60% to Cohelan, Khoury

1 remaining to be performed in securing final Court approval, and litigation expenses
2 of up to \$12,500; (c) a Class Representative Service Payment of up to \$10,000 in
3 consideration of Plaintiff's prosecution of the Action, service as the sole
4 representative for the Class, work performed, risks undertaken for the payment of
5 costs, benefits conferred on absent Class Members, and a general release of all
6 claims; (d) Administration expenses to Simpluris, Inc., of up to \$25,000, (e) the
7 LWDA Payment of \$37,500 (75% of the \$50,000 PAGA Civil Penalty Payment)
8 pursuant to the PAGA, and (e) the total Individual PAGA Payments of \$12,500 (25%
9 of the \$50,000 PAGA Civil Penalty Payment). SA, III. A. B., Singer Decl. ¶32.

10 After all Court-approved deductions from the GSA, the remaining the "Net
11 Settlement Amount" ("NSA") estimated at \$369,166.67 will be distributed to
12 Participating Class Members without the necessity of returning a claim form. SA,
13 III. A, Singer Decl. ¶34. With an estimated 76,632 Pay Periods worked by the Class,
14 they will receive an estimated \$4.82 per Pay Period. On average, Class Members
15 will receive a payment estimated at \$74.07, (\$369,167 / 4,984), plus a share of
16 Individual PAGA Payments, if eligible. Singer Decl. ¶35.

17 The number of Pay Periods each Class Member possesses is readily available
18 from Amazon's records, and the Administrator can apply the formula in a fair and
19 transparent manner. This method allocates the funds based on tenure and represents
20 the fairest method of distribution and does not grant preferential treatment to any
21 Class Member. Singer Decl. ¶36.

22 Any uncashed Settlement checks will be transmitted by the Administrator
23 after 180 days of issuance to the State of California, Controller, Unclaimed Property
24 Division for further handling on behalf of the Class Member whose check was
25 voided and the amount attributable to that Class Member. SA, III.E.10. Singer Decl.
26 ¶37.

27 _____
28 & Singer, 20% to The Phelps Law Group, and 20% to The Carter Law Firm. Singer
Decl. ¶33.

1 **B. Administrator and Notice to the Class**

2 Following preliminary approval, the Court-appointed Administrator, will
3 conduct a search of the National Change of Address database to update Class
4 Member addresses, and then mail a Notice of Class Action Settlement (“Notice”),
5 Change of Address form, and pre-printed return envelope (collectively, “Notice
6 Packet”) to each member of the Class identified by Amazon’s business and
7 employment records at the address provided or as updated. SA, III.D., E.2 and Exhs.
8 A, B. Singer Decl. ¶38.

9 The Notice informs Class Members of their right to (1) participate in the
10 proposed Settlement without the need to return a claim form; (2) request exclusion;
11 (3) object to the Settlement, and (4) dispute the number of Pay Periods worked upon
12 which their Settlement Payment will be based, as well as the manner and timing for
13 each election. The Notice includes the claims to be released in exchange for a
14 Settlement Payment, the Class Member’s individual number of Pay Periods, and the
15 estimated amount of their Settlement Payment if they do not request exclusion. The
16 Notice also provides the date, time and place for the Final Approval hearing. Singer
17 Decl. ¶39, SA Exh. A.

18 **VIII. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED**

19 A class action may not be dismissed, compromised, or settled without court
20 approval. FRCP Rule 23(e). This procedure safeguards Class Members’ due process
21 rights and fulfills the court’s role as a guardian of class interests. *See Alba Conte &*
22 *Herbert Newberg, 4 Newberg on Class Actions (2002) (“Newberg”), §§ 11.22, et*
23 *seq.* The court initially determines whether the proposed Settlement is within the
24 “range of reasonableness,” and whether notice to the Class and a formal fairness
25 hearing are appropriate. *Newberg* § 11.25, (preliminary approval is akin to “probable
26 cause” to submit settlement to class and hold final approval hearing).

27 At this stage, the Court does not make a final determination a settlement is
28 fair, reasonable, and adequate, rather, the Court decides whether, based upon the

1 “the parties’ showing that the court will likely be able to: [¶] [] approve the proposal
2 under Rule 23(e)(2).” *Greer v. Dick's Sporting Goods, Inc.*, 2019 U.S. Dist. LEXIS
3 145847, *7 (E.D. Cal. Aug. 26, 2019).

4 Courts must give “proper deference” to settlement agreements because, “the
5 court’s intrusion upon what is otherwise a private consensual agreement negotiated
6 between the parties to a lawsuit must be limited to the extent necessary to reach a
7 reasoned judgment that the agreement is not the product of fraud or overreaching by,
8 or collusion between the negotiating parties, and the settlement, taken as a whole, is
9 fair, reasonable and adequate to all concerned.” *Hanlon v. Chrysler Corp.*, 150 F.3d
10 1011, 1027 (9th Cir. 1988) (citations omitted.)

11 The Court’s determination of whether a proposed settlement is fair, adequate,
12 and reasonable is often said to require a balancing of several factors. These factors
13 may include, among others: “the strength of plaintiff’s case; the risk, expense,
14 complexity, and the likely duration of further litigation; the risk of maintaining class
15 action status throughout the trial; the amount offered in settlement; the extent of
16 discovery completed, and the stage of the proceedings; the experience and views of
17 counsel; the presence of a governmental participant; and the reaction of the class
18 members to the proposed settlement. This list is not exclusive and different factors
19 may predominate in different factual contexts.” *Torrise v. Tucson Elec. Power Co.*,
8 F.3d 1370, 1378 (9th Cir. 1993) (citation and internal quotations omitted.)

20 **A. Strength of Plaintiff’s Case and the Risk, Expense, Complexity and**
21 **Likely Duration of Further Litigation**

22 Plaintiff recognized and considered the inherent risks and uncertainty of
23 litigation, including: (i) denial of certification; (ii) if certified, decertification may
24 be granted; (iii) a grant of summary judgment or summary adjudication; (iv) the need
25 for a unanimous jury; (v) the possibility of an unfavorable, or less favorable, result
26 at trial; (vi) the possibility post-trial motions may result in an unfavorable, or less
27 favorable, result than trial; and, (vii) the possibility of an unfavorable, or less
28 favorable result on appeal, and the certainty that process would be lengthy. Singer

Decl. ¶40.

Plaintiff's claims involve complex disputed legal and factual issues. While Plaintiff believes in the strength of his claims, Amazon's defenses create a significant possibility Class claims would not be certified or would fail on the merits, as set forth below. Singer Decl. ¶41.

Continued litigation would take substantial time, create risk of no recovery, and possibly confer no Class benefit. By contrast, the proposed Settlement will yield a prompt, certain, and substantial Class recovery, without additional time or judicial resources. Singer Decl. ¶42. In the face of these uncertainties, the Parties agreed to a compromise, a non-reversionary Settlement of \$700,000 which will benefit 4,984 Class Members. The recovery is certain and substantial, with an estimated average payout of \$74.07. Singer Decl. ¶43.

B. The Extent of Informal Discovery and Stage of Proceedings Support Settlement

The Parties thoroughly investigated and evaluated the case and engaged in sufficient discovery to support Settlement. Singer Decl. ¶¶20-27, 44; Declaration of Marc H. Phelps ("Phelps Decl."), ¶ 10. *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979). In addition to the information and data produced by Defendant, formally and informally, Class Counsel conducted Class Member interviews to obtain anecdotal information about the Delivery Associates' job, the hours worked in a shift, their routes, and their duties, responsibilities and obligations for package pick-up and delivery by the end of their shifts; the types of tasks performed pre-shift and post-shift; about whether they were able to take, on eligible shifts, off-duty and uninterrupted meal and rest breaks; whether they were compensated when they did not or could not take a compliant break; and whether they were reimbursed for using their personal cellphones, among other things. Singer Decl. ¶45. With more than a full day of intense negotiations facilitated by an experienced and knowledgeable mediator, the case is clearly at a stage supporting settlement. Singer Decl. ¶¶27, 28,

1 46.

2 **C. The Settlement is the Product of Serious, Informed, Non-Collusive**
3 **Negotiations; Class Counsel are Experienced in Similar Litigation**

4 “In the Ninth Circuit, a Court affords a presumption of fairness to a
5 settlement, if: ‘(1) the negotiations occurred at arm’s length; (2) there was sufficient
6 discovery to allow counsel to act and the Court to review their actions in an
7 informed manner; (3) the proponents of the settlement are experienced in similar
8 litigation; and (4) only a small fraction of the class objected.’” *Rodriguez v. West*
9 *Publishing Corp.*, No. CV-05-3222 R (MCx), 2007 U.S. Dist. LEXIS 74849, *33
10 (C.D. Ca. Sept. 10, 2007). Three out of the four factors are clearly met now, and the
11 fourth must be evaluated after preliminary approval and notice to the Class.

12 Settlement was reached through compromise of disputed claims after
13 extensive investigation, substantial exchange of information, exhaustive analysis,
14 and arms’-length negotiations, and months of continued negotiations to reach
15 agreement on all terms of the Settlement. Singer Decl. ¶¶20-27, 46, 47.

16 Class Counsel The Phelps Law Group, The Law Firm of Roger R. Carter, and
17 Cohelan, Khoury & Singer have significant wage and hour class action experience
18 and have obtained certification and settlement approval in dozens of cases. Singer
19 Decl. ¶¶3-8, 48, Exh. 3, Firm Curriculum Vitae; Phelps Decl. ¶¶ 4-9; Declaration of
20 Roger R. Carter (“Carter Decl.”) ¶¶6-15. Defendant’s counsel, Morgan, Lewis &
21 Bockius LLP, is extremely knowledgeable and experienced in wage and hour law
22 and class action litigation. Singer Decl. ¶49. With such experience, Class Counsel
23 are experienced and qualified to evaluate the Class claims and the risks and potential
24 outcome of further litigation and the propriety of settlement.

25 Experienced counsel, operating at arms’-length, weighed the strengths and
26 risks of the case and endorse the proposed Settlement. The view of attorneys actively
27 conducting the litigation “is entitled to considerable weight” in settlement approval.
28 *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff’d*. 661

1 F.2d 939 (9th Cir. 1981). “[R]ecommendations of plaintiffs’ counsel should be given
2 a presumption of reasonableness.” *In re Omnivision Technologies, Inc.*, 559 F. Supp.
3 2d 1036, 1043 (N.D. Cal. 2007).

4 **D. The Settlement is a Reasonable Compromise of Claims**

5 Class Counsel believe the proposed Settlement is in the Class’ best interest
6 based on detailed knowledge of the factual and legal issues present. Counsel
7 considered, among other risks, adverse class certification, decertification, or
8 summary judgment rulings, loss or lesser outcome at trial, post-trial, and appeal, and
9 other perils of litigation that affect the value of all claims. Singer Decl. ¶50.

10 Based on data provided, 4,984 Class Members were identified who were
11 employed an estimated 76,632 Pay Periods, at an average hourly rate of \$16.96 per
12 hour. The Class’ recovery and applied rational discounts for certification and
13 potential defenses to recovery are discussed below.

14 **1. Minimum, Regular and Overtime Wages - (Labor Code §§ 510,**
15 **558.1, 1194, 1197, 1198)**

16 California law provides that employees must be paid wages for all time under
17 their employer’s control. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 587-
18 588. This includes “all the time the employee is suffered or permitted to work,
19 whether or not required to do so.” Cal. Code Regs. tit. 8, § 11040(2)(K). Industrial
20 Welfare Commission Wage Order No. 9, subs. 3; “An employer that requires its
21 employees to work minutes off the clock on a regular basis cannot evade the
22 obligation to compensate the employees for that time by invoking the de minimis
23 doctrine. *Troester v. Starbucks Corp*, (2018) 5 Cal. 5th 829, 847.

24 Labor Code § 510 requires employers, such as Defendants, to pay employees
25 at the rate of no less than 1-1/2 times the regular rate of pay for work in excess of
26 eight (8) hours in one workday and any work in excess of 40 hours in any one
27 workweek. Pursuant to Labor Code § 1194(a), any employee receiving less than the
28 legal minimum wage or the legal overtime compensation applicable to the employee

1 is entitled to recover in a civil action the unpaid balance of the full amount of this
2 minimum wage or overtime compensation, including interest thereon, reasonable
3 attorney's fees, and costs of suit.

4 Based on informal Class Members interviewed and the experience of the Class
5 Representative, Luben Romanov, it was assumed that the Class worked an average
6 of 15 to 30 minutes pre-shift and 10 to 15 minutes post-shift each day for which they
7 were not paid. Plaintiff used the conservative estimate of 25 minutes per day in its
8 damage assessment resulting in an aggregate of 117,500 unpaid hours during the
9 Class Period. With an average rate of \$16.96 damages and an overtime rate of
10 \$25.44, damages were calculated at approximately \$2,990,000, without interest.
11 Singer Decl. ¶51.

12 In defense of this claim, Amazon contends that it maintains compliant wage
13 and hour and working time policies that expressly prohibit off-the-clock work and
14 expressly require all Delivery Associates to accurately record all hours worked.
15 Amazon contends that if a Delivery Associate failed to accurately record their hours
16 worked, they were required to report this to their manager so that the Delivery
17 Associate could be paid for all hours worked. Amazon further contends that, beyond
18 its compliance policies, Delivery Associates did not have the opportunity to perform
19 unpaid pre-work or post-work because Delivery Associates could not access any
20 delivery packages, vehicles or perform any other work before clocking in to start
21 their shift or clocking out to end their shift. Defendant is not aware of any work
22 being performed by any Class Member prior to the start time of their scheduled
23 shifts. To the extent Defendant was aware of any work being performed after the end
24 time of the scheduled shift, Defendant compensated its employees for that work.

25 Given that no actual records were available to document these "off the clock"
26 claims and the inherent difficulties in prevailing on such claims, Plaintiff estimated
27 the probability of prevailing on a certification motion at 50%, and the probability at
28 trial at 50%, resulting in a 75% discount of realistic maximum exposure of

1 approximately \$747,500. Singer Decl. ¶52.

2 **2. Failure to Provide Compliant Meal and Rest Breaks or to Pay**
3 **Premium Wages in Lieu (Labor Code §226.7, 512)**

4 Labor Code §§ 226.7 and 512, require employers to provide meal and rest
5 periods on eligible workdays. Employers must provide “an uninterrupted 30-minute
6 period during which the employee is relieved of all duty.” “[F]irst meal periods must
7 start after no more than five hours,” and a second, “after no more than 10 hours of
8 work.” *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1035.
9 The “meal period requirement is satisfied if the employee ... is relieved of all duty
10 for the entire period.” *Brinker* at p. 1036. “[E]mployers must relieve their employees
11 of all duties and relinquish any control over how employees spend their break time.”
12 *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal. 5th 257, 260. One hour of
13 wages at an employee’s regular rate of pay must be paid if a paid rest break is not
14 authorized. Labor Code §§ 226.7. “[T]here must be a net 10 minutes of rest
15 provided in each ‘work period’ and the rest period must be, as the language implies,
16 duty-free.” *Id.* at 267.

17 The failure to provide compliant off-duty and uninterrupted meal and rest
18 breaks entitles Class Members to premium pay at the rate of one hour of regular
19 pay for each shift they suffered a meal period violation, and for each shift they
20 were denied a compliant rest break.

21 To meet all the demands of their jobs, Class Members who were interviewed
22 conveyed an inability to take uninterrupted off duty meal periods in over 60% of
23 their shifts. In many cases, time punches would be entered for a lunch, but with
24 harried employees, they continued on job tasks while “clocked out” and received
25 calls and communications from management, that required replies during those
26 breaks. Assuming a 60% violation rate for failing to provide compliant meal periods,
27 a maximum liability exposure was estimated at \$2,869,700 (169,204 violations x
28 \$16.96 hour); and a similar alleged 60% violation rate for noncompliant rest breaks

1 resulting in an estimated exposure of \$2,869,700. Singer Decl. ¶53.

2 Defendant contends that Class Members were instructed to take their meal
3 and rest breaks on eligible workdays, and that written meal and rest breaks policies
4 made clear Class Members were required to take them. Defendant also contends
5 that it did not schedule Delivery Associates for deliveries that prevented them from
6 taking off-duty meal and rest breaks, but rather created delivery schedules that
7 accounted for non-working time for the Delivery Associate to take their meal and
8 rest break. Defendant contends that Delivery Associates had significant discretion
9 regarding when and where to take their meal and rest breaks, and they did not face
10 any pressure from Amazon to work through their breaks, and did not face potential
11 discipline for failing to complete all scheduled deliveries during a shift. Defendant
12 further contends that to the extent a Delivery Associate's time records reflected a
13 potential meal period violation, Amazon automatically paid that Delivery Associate
14 a meal period premium. Amazon contends it paid Class Members meal period
15 premiums totaling \$1,124,696.65 during the Class Period. In light of the fact that a
16 substantial portion of both the meal and rest period claims would have to rely on
17 potential survey data rather than actual time punches recorded, the maximum
18 exposure for non-compliant meal periods was discounted by 25% for risk of loss at
19 certification, and 25% for risk of loss at trial to \$1,434,850. The rest period claim
20 was likewise discounted by 75% to account for the fact that rest breaks are not
21 recorded, to \$717,425. Singer Decl. ¶54.

22 **3. Unreimbursed Business Expenses - Labor Code §2802**

23 Plaintiff estimates that \$30 of each monthly phone bill was incurred as a result
24 of handling worked-related calls and other tasks which was not reimbursed.
25 Maximum exposure on this claim was estimated at \$574,740, by dividing the number
26 of Pay Periods by four to arrive at the number of months which were then multiplied
27 by \$30 ($76,632 / 4 = 19,158 \times \30) for a maximum exposure of \$574,740. Singer
28 Decl. ¶55. This claim was discounted as Defendant contends it provided

1 communication devices for Delivery Associates, and it reimbursed Delivery
2 Associates for the work-related use of their personal device. For purposes of
3 negotiation, this claim was reduced by 50% to approximately \$280,000. Singer Decl.
4 ¶56.

5 **4. Wage Statement Penalties - Labor Code §226 (Derivative)**

6 The Labor Code § 226 wage statement violation for failure to pay all wages
7 due, and premium payments for non-compliant rest and meal breaks, was calculated
8 based on this derivative theory of liability at \$3,400,000, by determining the number
9 of Pay Periods in the one-year statute of limitations period applicable to penalties -
10 68,000, and multiplying that number by the \$50 penalty applicable for each pay
11 period. Singer Decl. ¶57. As this claim is derivative, it not only requires Plaintiff to
12 prevail on the underlying claims, but also to show that Amazon knowingly and
13 intentionally failed to pay wages, and overcoming Amazon's good faith defense it
14 did not act intentionally. Singer Decl. ¶58. *Pedroza v. PetSmart, Inc.* (C.D.Cal. June
15 14, 2012, No. ED CV 11-298 GHK (DTBx)) 2012 U.S.Dist.LEXIS 189530. The
16 good faith defense to the willfulness element of these sections is clearly established
17 under California law. *See Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 584,
18 112 Cal. Rptr. 3d 27 (2010)("There is no willful failure to pay wages if the employer
19 and employee have a good faith dispute as to whether and when the
20 wages [*14] were due."); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157,
21 1201, 78 Cal. Rptr. 3d 572 (2008).

22 In a recent case, *Naranjo v. Spectrum*, 40 Cal. App. 5th 444 (2019), the Court
23 held that unpaid meal break premiums do not entitle plaintiff to wage statement
24 penalties. *See also Culley v. Lincare Inc.*, 236 F. Supp. 3d 1184, 1195 (E.D. Cal.
25 2017) (finding that failure to pay an hour's wage for a missed meal cannot support
26 a cause of action based on a deficient wage statement). Further, claims for failure to
27 pay for overtime and off-the-clock work also do not automatically give rise to wage
28 statement penalties under Labor Code § 226. *See Maldonado v. Epsilon Plastics*,

1 *Inc.*, 22 Cal. App. 5th 1308, 1336-37 (2018) (no violation of section 226 occurs when
2 a wage statement accurately reflects the amounts actually paid during a pay period,
3 even if the employee can later show that the wage statements underpaid what the
4 employee should have been paid, as “the absence of accurate wages earned will be
5 remedied by the violated wage and hour law itself”). Additionally, Amazon would
6 claim an offset for the \$1,124,696.65 in premium wages paid for non-compliant meal
7 and rest breaks. Accordingly, and for all of these reasons, this claim was discounted
8 by 75% to \$850,000. Singer Decl. ¶59.

9 **5. Waiting Time Penalties – Labor Code §203 (Derivative)**

10 California law provides that an employer must pay all wages due to
11 involuntarily terminated employees at the time of termination, or within 72 hours if
12 voluntarily terminating. Labor Code § 203. If an employer willfully fails to timely
13 pay all wages to separated employees, the wages continue at the same rate for up to
14 30 days. Former employees are entitled to waiting penalties. A failure to pay wages
15 is “willful” when an employer intentionally fails to pay wages when those wages are
16 due. However, a good faith dispute that any wages are due will preclude imposition
17 of waiting time penalties under Labor Code § 203. *Pedroza, Id.*

18 Amazon contends that to the extent the Section 203 claims are derivative of
19 the alleged failure to pay meal and rest break premiums, Plaintiff cannot prevail and
20 relies upon *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.App.5th at
21 474 (noting that “an employer’s failure, however willful, to pay section 226.7
22 statutory remedies does not trigger section 203’s derivative penalty provisions for
23 untimely wage payments.”); *Ling v. P.F. Chang’s China Bistro, Inc.*, 245 Cal. App.
24 4th 1241, 1261 (2016) (“Following *Kirby*, section 226.7 cannot support a section
25 203 penalty because section 203, subdivision (b) tethers the waiting time penalty to
26 a separate action for wages.”); and *Guerrero v. Halliburton Energy Servs.* (E.D.Cal.
27 Nov. 2, 2016, No. 1:16-CV-1300-LJO-JLT) (dismissing Section 203 claim to the
28 extent that it was based on alleged failure to pay meal and rest premiums).

1 Waiting time penalties were calculated by assuming that each Class Member,
2 a former employee, was entitled to recover a maximum penalty at their regular rate
3 of pay, multiplied by a 8.0 hour shift by 30 days, i.e., \$20,286,874. Singer Decl. ¶60.

4 Plaintiff's counsel believed there was no more than a 25% probability of
5 prevailing based on difficulties in certifying and proving the underlying violations
6 and, particularly showing willfulness. Singer Decl. ¶61.

7 Since it is unlikely that every former employee suffered unpaid wages, and
8 because such claims for unpaid wages are subject to class certification obstacles, and
9 proof of the underlying claims, the realistic damages exposure was estimated at
10 \$5,071,718.50 (4,984 employees x \$16.96 x 8 hours, x 30 days x 75% discount).
11 Singer Decl. ¶62.

12 **6. PAGA Civil Penalties – Labor Code §§2699, et seq.**

13 For each pay period in which a violation of the Labor Code occurred, an
14 aggrieved employee can recover a penalty for the initial pay period, and a higher
15 penalty for each “subsequent” pay period in which the same violation of the Labor
16 Code occurs. PAGA penalties are paid 75% to the California Labor and Workforce
17 Development Agency and 25% to the aggrieved employees. Thus, in wage and hour
18 class action cases that settle, [] very little of the total settlement is paid to PAGA
19 penalties in order to maximize payments to class members.” *Magadia v. Wal-Mart*
20 *Assocs.*, 384 F. Supp. 3d 1058, 1101 (2019).

21 For example, in this case, the total amount allocated for settlement of the
22 PAGA civil penalties is \$50,000.00. Even though the maximum penalties, if
23 calculated, would be nominally very large, they were not given any substantial value
24 in the context of a class action settlement. PAGA penalties are subject to judicial
25 discretion, and of course, a liability determination in favor of the employee Class
26 Members on each of the alleged claims covered by PAGA. For most PAGA
27 violations, an employee may be awarded a \$100 penalty for an initial pay period and
28 a \$200 penalty for each subsequent violation. Labor Code §2699, *et seq.* For wage

1 violations, the amounts are \$250/\$1,000. Labor Code § 226.3.

2 Generally, with the provision of Labor Code statutory damages, Courts are
3 less inclined to use their equitable power to assess substantial PAGA civil penalties.
4 PAGA penalties would generally be discounted by using only the initial violation
5 rates, based on the Defense argument, “courts have held that employers are not
6 subject to heightened penalties for subsequent violations unless and until a court or
7 commissioner notifies the employer that it is in violation of the Labor Code.”
8 *Vieyara-Flores v. Sika Corp.*, 2019 U.S. Dist. LEXIS 98081, *13 (C.D. Cal. 2019).

9 Maximum exposure would further be discounted for several reasons, i.e., the
10 risk of not proving underlying violations, and Court’s authority to *completely reduce*
11 *penalties*, as long as not to “zero.” *Thurman v. Bayshore Transit Management, Inc.*,
12 203 Cal. App. 4th 1112, 1135 (2012); and reduce civil penalties by 90%, by
13 assessing \$5.00 per pay period. *Carrington v. Starbucks* (2018) 30 Cal. App. 5th
14 504, 529. Defendant also argued that these civil penalties cannot be “stacked”,
15 which would limit the PAGA exposure/recovery to one violation per Pay Period.

16 The \$50,000 amount allocated to PAGA is within the range, or higher, than
17 other settlements. See *Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d at 1101, citing,
18 among others, *Ceja-Corona v. CVS Pharm., Inc.*, 2015 U.S. Dist. LEXIS 5118 (E.D.
19 Cal. Jan. 14, 2015) (\$10,000 PAGA penalties in settlement of
20 \$900,000), recommendation adopted, 2015 U.S. Dist. LEXIS 25730 (E.D. Cal. Mar.
21 3, 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal.
22 2014) (\$10,000 PAGA penalties, \$1.25m settlement); *Franco v. Ruiz Food Prods.*,
23 2012 U.S. Dist. LEXIS 169057, *5-6 (E.D. Cal. Nov. 27, 2012) (\$10,000
24 PAGA penalties, \$2.5m settlement); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S.
25 Dist. LEXIS 160052 (E.D. Cal. Oct. 31, 2012) (\$10,000 PAGA, \$3.7m settlement).

26 This motion and its exhibits were provided to the LWDA, via its website on
27 the date the Motion was filed with the Court.) Singer Decl. ¶67.

28 ///

1 **IX CLASS COUNSELS' ATTORNEYS' FEES REQUEST AND CLASS**
2 **REPRESENTATIVE PAYMENTS**

3 **A. Motion for Award of Attorneys' Fees and Litigation Costs**

4 Prior to the Final Approval Hearing, Class Counsel will file a motion for
5 reimbursement of litigation expenses of up to \$12,500 and an award of fees not to
6 exceed \$233,333.33 (33-1/3% of GSA). The motion will detail hours expended and
7 litigation expenses advanced. Khoury Decl. ¶63.

8 **B. Class Representative Service Payment**

9 Class representatives are eligible for reasonable incentive payments. The
10 district court evaluates their awards individually, using relevant factors including
11 actions taken to protect class interests, the degree to which the class benefitted from
12 those actions, the amount of time and effort expended, and reasonable fear of
13 workplace retaliation. *Staton v. Boeing Corp.*, 327 F.3d 938, 977 (9th Cir. 2003).

14 Class Counsel will request \$10,000 for Plaintiff Luben Romanov for his time,
15 effort, risks undertaken for the payment of costs in the event the case had been lost,
16 possible retaliation by potential employers, and for a general release of all claims.
17 This request is fair and reasonable as Mr. Romanov's efforts were instrumental in
18 achieving the Settlement in this case. Plaintiff invested a great deal of personal time
19 and effort into the investigation, prosecution, and the settlement of the case. See
20 generally, Declaration of Plaintiff Luben Romanov. See, e.g., *Singer v. Becton*
21 *Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416 at *24-26 (S.D. Cal. June 1, 2010)
22 (" \$25,000 incentive award is ... well within the acceptable range awarded in similar
23 cases."); discussing, *Brotherton v. Cleveland*, 141 F. supp. 2d 907, 913-14 (S.D.
24 Ohio 2001) \$50,000 class representative payment]; and *Van Vranken v. Atlantic*
25 *Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995) (same); *Glass v. UBS*
26 *Financial Services*, 2007 U.S. Dist. LEXIS 8476, 50-52 (N.D. Cal. Jan. 26, 2007)
27 (\$25,000 class representative payment).

28 ///

X. THE CLASS SHOULD BE CONDITIONALLY CERTIFIED

A. All Rule 23(a) Prerequisites Certification Are Present

A court may certify a settlement class at preliminary approval. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A settlement class is subject to Federal Rules of Civil Procedure, Rule 23(a) and (b) which are “designed to protect absentees by blocking unwarranted or overbroad class definitions,” but, “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, [] for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620. The court takes the substantive allegations of the complaint as true when certifying a settlement class. *Blackie v. Barrack*, 524 F.2d 891, 901 n.17 (9th Cir. 1975).

1. Rule 23(a)(1) —Numerosity

There are 4,984 Class Members, making joinder impossible. Singer Decl. ¶65.

2. Rule 23(a)(2) —Commonality

Rule 23(a)(2) commonality requirements are “minimal” and “construed permissively.” *Hanlon*, 150 F.3d at 1019. Only “a single common question” is required. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). The Class is comprised of a single position, that of a California Delivery Associate. Plaintiff alleges numerous common questions, including whether Amazon properly compensated its Delivery Associates for time worked prior to clocking in for a shift, and after clocking out at the end of a shift; whether Amazon failed to pay minimum, regular and/or overtime wages for all hours worked; whether Amazon failed to provide compliant off-duty rest breaks and meal periods or pay one hour’s pay in lieu of thereof; whether Amazon failed to reimburse Driver Associates for personal cellphone usage; and whether Amazon failed to pay all wages due at separation of employment. Answering these questions would resolve Class-wide issues” in one stroke.” *Id.* At 350.

1 The proposed Class’ claims stem from the same source: the allegedly unlawful
2 employment practices and policies (or lack thereof) of their employer, Amazon, with
3 respect to pre-and post-shift work, meal and rest periods; expense reimbursement,
4 issuance of itemized wages statements; and payment of all final wages to its
5 California employees.

6 The common issues readily satisfy the commonality requirement. The nature
7 of the claims in this action not only raise common questions, but the class action will
8 generate a class-wide answer to the central issues. *See Ching v. Siemens Indus., Inc.*
9 2013 U.S. Dist. LEXIS 169279 at * 4 (N.D. Ca. Nov. 27, 2013) (finding
10 commonality requirement satisfied where “the issues facing the class arose from
11 common questions involving the defendant’s calculation and payment of wages and
12 overtime.”); *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625 (S.D. Cal. 2010)
13 (finding commonality requirement satisfied where plaintiffs identified “common
14 factual questions, such as whether [the] [d]efendants’ policies deprived the...class
15 members of meal periods, rest periods, overtime pay, and reimbursement...and
16 common legal questions, such as [the] [d]efendants’ obligations under [various
17 sections of the] California Labor Code and California’s Unfair Competition law”.

18 3. Rule 23(a)(3) —Typicality

19 Under this Rule’s “permissive standards,” Plaintiff’s claims are “typical” if
20 they are “reasonably co-extensive with those of absent class members.” *Hanlon*, 150
21 F.3d at 1020. Plaintiff’s claims are typical as all Class members were subject to the
22 same required duties pre and post shift, and same required duties to pick up and
23 deliver packages, not reimbursed for use of their personal cellphones to perform the
24 functions of their jobs, and not paid all wages due at termination of employment,
25 and inaccurate wages statements as a result. The claims of the Plaintiff and Class are
26 based on identical legal theories. *Ventura v. New York City Health and Hosp., Inc.*,
27 125 F.R.D. 595, 600 (S.D.N.Y. 1989).

28 ///

1 **4. Rule 23(a)(4) —Adequacy of Representation**

2 Adequacy is established when proposed Class Representatives have no
3 conflict of interest with class members and are represented by qualified counsel.
4 *Hanlon*, 150 F.3d at 1020. Plaintiff has no conflict with the Class, and his counsel
5 are qualified Class Counsel because they are experienced wage and hour class action
6 attorneys fully able to pursue the interests of the Class. See Declaration of Plaintiff
7 Luben Romanov, and the Singer Declaration.

8 **B. Rule 23(b)(3) —Predominance and Superiority**

9 “The predominance inquiry tests whether the proposed classes are
10 sufficiently cohesive to warrant adjudication by representation.” *Amchem Products,*
11 *Inc.*, 521 U.S. at 623. Plaintiff seeks to represent all non-exempt, hourly paid Driver
12 Associates. There is no dispute that all members of the Class were subject to the
13 same policies throughout the Class Period. Determining whether the application of
14 those policies is unlawful as to one will determine whether it is unlawful for all.
15 For example, Plaintiff contends that the lack of compliant written expense
16 reimbursement policy for the Class is sufficient to attribute liability. Whether
17 Plaintiff is correct or not, the findings would answer Class-wide questions “in one
18 stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. at 350. Class treatment is the
19 superior method for resolving the claims of the Class and achieves judicial economy
20 by avoiding multiple suits, and protects the rights of those who may be unable to
21 present individual claims. Singer Decl. ¶66.

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1 **XI. CONCLUSION**

2 Plaintiff respectfully request the Court preliminarily approve the proposed
3 Settlement, certify the proposed Class pursuant to FRCP Rule 23 for settlement
4 purposes, appoint Plaintiff Luben Romanov as the Class Representative, appoint
5 Plaintiff's attorneys as Class Counsel, approve the form of the Notice and order it
6 be provided to the Class, appoint Simpluris, Inc., as the Administrator, set a hearing
7 date for final approval of the proposed Settlement, and to consider Plaintiff's request
8 for attorneys' fees and litigation costs, and Plaintiffs' request for a Service Payment.

9
10 Dated: August 9, 2021

COHELAN KHOURY & SINGER
THE CARTER LAW FIRM
THE PHELPS LAW GROUP

11
12
13 By: /s J. Jason Hill
14 J. Jason Hill

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