

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

HEATHER BOONE, et al.,

Plaintiffs,

V.

AMAZON.COM SERVICES, LLC,

Defendants.

Case No.: 1:21-cv-00241-KES-BAM

DECLARATION OF AMANDA MYETTE FOR RUST CONSULTING, INC.

I, Amanda Myette, declare as follows:

1. I am a Senior Project Manager for Rust Consulting, Inc. (“Rust”). My business address is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-2022. I am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and myself.

2. Rust has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. We have provided notification and/or claims administration services in more than 8,500 cases. Of these, over 4,000 were Labor & Employment cases.

3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants (collectively the “Parties”) to provide notification services in the *Heather Boone, Roxanne Rivera,*

1 *and Cristian Barrera, et al. v. Amazon.com Services, LLC* Settlement (“Settlement”). Duties
2 included: a) preparing, printing and mailing of the *Notice Of Class Action Settlement* (“Class
3 Notice”), b) tracking of exclusions, objections and disputes; c) drafting and mailing Settlement
4 Award checks; and d) for such other tasks as the Parties mutually agree or the Court orders Rust to
5 perform.

6 4. Rust obtained a mailing address of Boone v. Amazon Services, c/o Rust Consulting,
7 Inc. - 8666, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive exclusions, objections,
8 disputes, undeliverable Class Notices and other communications regarding the Settlement.

9 5. Rust obtained a toll-free telephone number of 833-637-5200 for Class Members to
10 call with questions regarding the Settlement. The toll-free telephone number was included in the
11 Class Notice.

12 6. Rust obtained a facsimile number of 248-733-6465 for receiving communications
13 about the Settlement. The facsimile number was included in the Class Notice.

14 7. Rust obtained an email address of info@boonecovidsettlement.com for receiving
15 communications about the Settlement. The email address was included in the Class Notice.

16 8. Rust obtained a website address of <http://www.boonecovidsettlement.com/> and set
17 up a website for the Settlement. The website included the Class Notice, Order and Settlement
18 Agreement for viewing, downloading and/or printing and additional information about the
19 Settlement. The website address was included in the Class Notice.

20 9. On or about May 29, 2024, Rust received the text for the Class Notice from
21 Counsel. A draft of the formatted Class Notice, was prepared by Rust and approved by the
22 Parties. Attached as Exhibit A is a copy of the final Class Notice.

23 10. On or about June 21, 2024, Counsel for the Defendants provided Rust with a
24 mailing list containing Class Member’s names, last known addresses, Social Security Numbers
25 and applicable employment information (“Class List”). The Class List contained data for 249,598
26 potential Class Members.

1 11. The mailing addresses contained in the Class List were processed and updated
2 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal
3 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
4 the event that any individual had filed a U.S. Postal Service change of address request, the address
5 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

6 12. On July 22, 2024, Class Notices were mailed to 220 Class Members contained in
7 the Class List via First Class mail. These Class Members were mailed the notice because they did
8 not have email addresses available for them. The Class Notice advised Class Members that they
9 could submit an exclusion, objection and/or dispute postmarked by September 20, 2024.

10 13. On July 22, 2024, Class Notices were emailed to 249,378 Class Members contained
11 in the Class List. The Class Notice advised Class Members that they could submit an exclusion,
12 objection and/or dispute postmarked by September 20, 2024.

13 14. On July 29, 2024, Class Notices were mailed to 7,502 Class Members due to their
14 emailed Notice being non-deliverable.

15 15. Rust performed 957 address traces on Class Notices returned as undeliverable for
16 the first time as of September 20, 2024. The address trace utilizes the Class Member’s name,
17 previous address and Social Security Number for locating a current address. Of the 957 traces
18 performed, 722 more current addresses were obtained and Class Notices were promptly re-mailed
19 to those Class Members via First Class mail. Of the 957 traces performed, Rust did not obtain
20 updated addresses for 235 undeliverable Class Notices. Of the 722 Class Notices mailed to a more
21 current address identified from trace, five (5) Class Notices were returned to Rust as undeliverable
22 a second time. As of this date, 240 Class Notices remain undeliverable.

23 16. As of this date, 122 Class Notices were returned by the Post Office with forwarding
24 addresses attached as of September 20, 2024. Rust promptly re-mailed Class Notices to those
25 Class Members via First Class mail.

26 17. As of this date, Rust received 17 requests to re-mail the Class Notice which were
27 promptly re-mailed via First Class mail.

18. As of this date, zero (0) Class Members disputed the employment information provided by the Defendant.

19. As of this date, Rust has received 16 opt-outs.

20. As of this date, Rust received zero (0) objections.

21. The total cost for the administration of this Settlement, including fees incurred and future costs for completion of the administration is estimated to be \$392,341.00.

22. I declare under penalty of perjury that the above is true and correct to the best of my knowledge and that this Declaration was executed this 27th day of September 2024, at Minneapolis, MN.

Amanda Myette

AMANDA MYETTE

Exhibit A

BOONE V AMAZON SERVICES
C/O RUST CONSULTING INC - 8666
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



- UAA - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<Address3>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

NOTICE OF CLASS ACTION SETTLEMENT

*Heather Boone, Roxanne Rivera, and Cristian Barrera,
et al.*

Plaintiffs,

v.

Amazon.com Services, LLC,

Defendant.

Eastern District of California,

Case No. 1:21-CV-0241-KES-BAM – LEAD

This notice affects your rights. Please read it carefully.

To: All current and former non-exempt employees of Amazon.com Services, LLC (“Defendant”) in California who underwent one or more COVID-19 temperature screenings during the period of April 1, 2020 through July 17, 2021 for individuals who did not work at the facility known as OAK4 in Tracy, California, or the period of April 1, 2020 through February 23, 2022 for those individuals who worked at the facility known as OAK4 in Tracy, California (the “Class”).

A proposed settlement (the “Settlement”) has been reached in the above-referenced class action currently pending in the United States District Court for the Eastern District of California, Case No. 1:21-CV-0241-KES-BAM (the “Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice carefully.

As will be explained in further detail below, a lawsuit was filed against Defendant alleging that Defendant failed to pay its non-exempt employees for all time spent in COVID-19 screenings. A settlement has now been reached in this Action. You are eligible to participate in the settlement.

- **READ THIS NOTICE CAREFULLY. YOUR RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE**
- **THE COURT HAS NOT DETERMINED THAT DEFENDANT VIOLATED THE LAW. DEFENDANT DENIES THAT IT VIOLATED ANY LAWS OR THAT IT HARMED WORKERS.**

A. PURPOSE OF THIS NOTICE

The Court assigned to this Action has certified, for purposes of settlement, the following class: “All current and former non-exempt employees of Amazon.com Services, LLC in California who underwent one or more COVID-19 temperature screenings from April 1, 2020 through July 17, 2021 for those who did not work at the facility known as OAK4 in Tracy, California, and from April 1, 2020 through February 23, 2022 for those who worked at the facility known as OAK4 in Tracy, California.”

Questions? Call the Settlement Administrator toll free at 1-833-637-5200 or email Info@boonecovidsettlement.com

You are getting this notice because Defendant's records indicate that you fall within a member of the Class. This Notice is intended to explain the class action settlement and your options: (1) participate in the settlement, (2) request to be excluded from the settlement, (3) object to the settlement, or (4) dispute your number of workweeks to recover from the settlement.

B. DESCRIPTION OF THE ACTION

In February 2021, Plaintiffs filed a class action lawsuit against Defendant alleging that Defendant failed to pay for all time spent by hourly employees completing COVID-19 screenings prior to the start of their shifts. Plaintiffs alleged that Defendant violated California law because it failed to pay all minimum and overtime wages due under state law for the time spent off the clock as a result of the COVID-19 screenings. They asserted claims for failure to pay minimum and overtime wages, failure to provide accurate wage statements, failure to timely pay final wages, and unfair competition. Defendant denies the allegations and maintains that it complied with the law. Both sides vigorously dispute the amount of time workers spent off the clock as a result of the COVID-19 screenings. The Parties gathered information regarding how much time was spent by Defendant's employees undergoing COVID-19 screenings, including reviewing surveillance data, payroll data, and time clock data. Defendant argued that the time spent off the clock was very minimal, particularly after the installation of thermal cameras, and that Defendant's employees could clock-in on a mobile device app before they began the COVID-19 screening and thus would be compensated for time spent in the screenings. Plaintiffs argued that the amount of time spent off the clock was much longer and that Defendant should have compensated employees for the time spent walking from the screening area to the time clocks. Given their differences, the Parties disagreed as to the possible outcome of the Action with respect to both liability and damages. While Plaintiffs and Defendant are prepared to proceed with litigating the Action, each side recognizes that litigating is a risky and costly proposition and that each may not prevail on any or all of the claims.

As a result, in April 2023, the Parties attended a full-day mediation with experienced mediator Lisa Klerman. Although the mediation was unsuccessful, Ms. Klerman continued to work with both sides and the Parties reached a settlement agreement at the end of August 2023.

The Settlement is the result of good-faith and arm's-length negotiations between Plaintiffs and Defendant. Each side agrees that given the risks and expense associated with continued litigation, this settlement is fair and appropriate under the circumstances, and is in the best interests of all Class Members.

On Wednesday, May 22, 2024, the Court granted preliminary approval of this proposed settlement finding it to be fair and reasonable. You now have the right to: (1) participate in the settlement, (2) request to be excluded from the settlement, (3) object to the settlement, or (4) dispute the number of workweeks identified for you. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for Tuesday, October 29, 2024.

C. CLASS COUNSEL

The attorneys for the Class ("Class Counsel") are the following:

Don Foty (dfoty@hftrialfirm.com)
David Hodges (dhodges@hftrialfirm.com)
HODGES & FOTY, LLP
2 Greenway Plaza, Suite 250
Houston, Texas 77046
Phone: (713) 523-0001
Fax: (713) 523-1116

D. THE PROPOSED SETTLEMENT

Subject to the Court's final approval, the terms of the Settlement are as follows:

1. The settlement amount is \$5,500,000 (the "Settlement Amount") from which Defendant would pay: (a) settlement payments to the participating Class Members; (b) \$75,000.00 to the Labor and Workforce Development Agency pursuant to the California Labor Code Private Attorneys General Act, (c) incentive payments to the three Named Plaintiffs of \$10,000 each that must be approved by the Court; (d) payment to the Non-California FLSA Opt-In Plaintiffs of \$200.00 total; (e) costs to a third party Administrator for administering the Settlement, (f) attorneys' fees up to 1/3 of the Settlement Amount that must be approved by the Court, and (g) litigation expenses up to \$100,000.00

that must be approved by the Court. Each of these sums will be paid from the Settlement Amount. There will be no reversion to Defendant. The “Net Settlement” is what remains after deducting from the Settlement Amount the sums allocated to items (b) through (f) above.

2. The Net Settlement Amount will be allocated among Class Members using Defendant’s records. Specifically, Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount to Participating Class Members *pro rata*, on a per “weeks worked” or “workweek” basis.
3. Based upon the information in Defendant’s records, the total number of weeks that you worked for Defendant during the Class Period of April 1, 2020 through July 17, 2021 for Class Members if you did not work at the facility known as OAK4 in Tracy, California, or from April 1, 2020 through February 23, 2022 for Class Members if you worked at the facility known as OAK4 in Tracy, California is <<workweeks>> workweeks. Again, your Net Settlement Amount is based upon the number of workweeks in Defendant’s records.

E. HOW TO PARTICIPATE IN THE SETTLEMENT

To participate in the Settlement, you do not need to take any further action. Upon final approval from the Court, you will receive a settlement check calculated as described in paragraph D, above.

F. HOW TO REQUEST EXCLUSION FROM THE SETTLEMENT

If you do not want to participate in the class action settlement, you must affirmatively opt out by submitting a timely and valid Request for Exclusion. Any Class Member wishing to submit a Request for Exclusion must send in an email to the Settlement Administrator or sign and postmark a written “Request for Exclusion” to the Settlement Administrator on or before the deadline of September 20, 2024.

The written Request for Exclusion must be sent either by mail to:

Boone v Amazon Services
c/o Rust Consulting, Inc. - 8666
P.O. Box 2396
Faribault, MN 55021-9096

or by fax to: 248-733-6465

The Request for Exclusion must: (i) set forth the name and address of the Settlement Class Member requesting exclusion; (ii) include the case name and case number (iii) be signed by the Settlement Class Member; (iv) be returned to the Settlement Administrator; (v) clearly state that the Settlement Class Member does not wish to be included in the Settlement; and (vi) be faxed or postmarked on or before the deadline of September 20, 2024. The fax or postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. If you properly submit a timely “Request for Exclusion,” you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against Amazon with regard to the claims set forth in the Release below.

If a Class Member’s Request for Exclusion is defective as to the requirements listed above, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will send the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Settlement Administrator will send the cure letter by the last method by which the Settlement Administrator sent the Notice Packet to the Class Member. The Class Member will have until the later of (i) September 20, 2024 (Response Deadline) or (ii) ten (10) calendar days from the date of the cure letter to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

G. HOW TO OBJECT TO THE SETTLEMENT

If you do not request exclusion from the Settlement but believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement. To object to the Settlement (“Objection”), a Class Member must sign and file a written Objection to the Settlement by either (a) sending it to the Court with a postmark on or before the deadline of September 20, 2024 (60 days after mailing), or (b) filing it with the Court on or before the deadline of September 20, 2024

(60 days after mailing). The address for the Court is 2500 Tulare Street, Courtroom 8, 6th Floor, Fresno, CA, 93721. In order for the Objection to be valid, the Objection must include: (i) the objector's full name, address, and signature; (ii) the case name and case number; (iii) a written statement of the grounds for the objection; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing. If you appear at the Final Approval Hearing with your own attorney, you will be responsible for paying for the cost of hiring your own attorney. The postmark or filing date of the Objection, whichever is earlier, will be deemed the exclusive means for determining that the Objection is timely. The Parties have the right to conduct reasonable discovery as to the basis of any Objection on an expedited basis.

Class Members who fail to object in the manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Only Class Members who submit timely Objections as specified above will have a right to appear at the Final Approval Hearing in order to have their concerns heard by the Court but a Class Member who files a timely Objection as described above need not appear to have their Objection considered by the Court.

You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

H. HOW TO DISPUTE THE WORKWEEKS LISTED IN THIS NOTICE

If you wish to participate in the Settlement but question the number of workweeks listed in this Notice, you have an opportunity to dispute the workweek information by contacting the Settlement Administrator on or before the deadline of September 20, 2024. To the extent you dispute the employment dates or the number of workweeks on record, you may produce evidence to the Settlement Administrator showing that such information is inaccurate by September 20, 2024. The Settlement Administrator will decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. All disputes will be decided by the Settlement Administrator within fifteen (15) business days of September 20, 2024 (Response Deadline).

I. RELEASE OF CLAIMS

Each individual participating in the Settlement shall release Defendant¹ from all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaints of *Boone v. Amazon.com Services, LLC*, Case No. 1:21-cv-00241-ADA-BAM (E.D. Cal.), including member case *Barrera v. Amazon.com Services LLC*, Case No. 1:22-cv-00146-ADA-BAM (E.D. Cal.), and *Barrera v. Amazon.com Services LLC*, Case No. 30-2022-01242167-CU-OE-CXC (Orange Cnty. Super.), or which relate to the primary rights asserted in the operative complaints, including without limitation claims for (1) failure to pay all wages in violation of Labor Code §§ 204, 1194, 1194.2, 1197, 1197.1, 1198, (2) failure to pay overtime wages in violation of Labor Code §§ 510, 558, and IWC Wage Order 42001, (3) failure to provide accurate itemized wage statements in violation of Labor Code § 226, (4) failure to maintain accurate records in violation of Labor Code §§ 226 and 1174, (5) failure to pay wages upon separation of employment in violation of Labor Code §§ 201-203, 218, (6) engaging in unlawful, unfair and/or fraudulent business practices in violation of Business & Professions Code §§ 17200 *et seq.*, and (7) failure to pay overtime wages in violation of 29 U.S.C. § 207. Notwithstanding the above, the Released Class Claims shall only include claims related to or arising from COVID-19 screenings. The period of the Released Class Claims shall extend to the limits of the period from April 1, 2020 through July 17, 2021 for Class Members who did not work at the facility known as OAK4 in Tracy, California, and from April 1, 2020 through February 23, 2022 for Class Members who worked at the facility known as OAK4 in Tracy, California. The *res judicata* effect of the Judgment will be the same as that of the Release.

Additionally, each PAGA Settlement Member shall release all claims for civil penalties pursuant to PAGA based on the facts and legal theories asserted in the operative complaints of *Boone v. Amazon.com Services, LLC*, Case No. 1:21-cv-00241-ADA-BAM (E.D. Cal.), including member case *Barrera v. Amazon.com Services LLC*, Case No. 1:22-cv-00146-ADA-BAM (E.D. Cal.), and *Barrera v. Amazon.com Services LLC*, Case No. 30-2022-01242167-CU-OE-CXC (Orange Cnty. Super.), or which relate to the facts and legal theories asserted in the operative complaints, including without limitation PAGA claims for (1) failure to timely compensate for all hours worked, including minimum, regular, and/or overtime wages in

¹ The release extends to Defendant and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

violation of Labor Code §§ 204, 210, 510, 558, 1194, 1197, 1197.1, and 1198, (2) failure to pay all wages due and owing upon separation of employment and/or the mandatory waiting time penalties in violation of Labor Code §§ 201-203, and 210, and (3) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226 and 226.3. Notwithstanding the above, the Released PAGA Claims shall only include claims related to or arising from COVID-19 screenings. The period of the Released PAGA Claims shall extend to the limits of the period from April 1, 2020 through July 17, 2021 for PAGA Settlement Members who did not work at the facility known as OAK4 in Tracy, California, and from April 1, 2020 through February 23, 2022 for PAGA Settlement Members who worked at the facility known as OAK4 in Tracy, California. The *res judicata* effect of the Judgment will be the same as that of the Release.

J. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the incentive awards to the Class Representatives on Tuesday, October 29, 2024 at 9:00 a.m. in Courtroom 8 of the United States District Court, located at 2500 Tulare Street, Fresno, CA 93721.

K. ADDITIONAL INFORMATION

This Notice only summarizes the Action, the Settlement, and other related matters. *Please do not contact the Court or the Court Clerk about this notice.* For additional information, you may access the publicly available information regarding this lawsuit. That information is available online at www.pacer.gov, or at the office of the clerk of the United States District Court, Eastern District of California, 2500 Tulare Street, Fresno, CA 93721. You may also contact the Settlement Administrator at:

Boone v Amazon Services
c/o Rust Consulting, Inc. - 8666
P.O. Box 2396
Faribault, MN 55021-9096
Phone: 1-833-637-5200
Fax: 248-733-6465
Email: Info@boonecovidsettlement.com

An electronic version of this Notice and the attached materials are available at <http://www.boonecovidsettlement.com>

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY ACTION YOU SHOULD OR SHOULD NOT TAKE.

******THIS IS NOT AN ADVERTISEMENT FROM A LAWYER******