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California Class, Aggrieved Employees, and FLSA Collective*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO**

RANDY CURRAN, CIERRA WOOLEN, LUISA MAZON, ROBERTO RAMIREZ, LINDA FANG, and ALEXIS BELL, individually and on behalf of others similarly situated,	:	Civil Action No.: CV2024-0847
	:	
	:	[PROPOSED] ORDER GRANTING
	:	FINAL APPROVAL OF CLASS,
	:	REPRESENTATIVE, AND
	:	COLLECTIVE ACTION
Plaintiffs,	:	SETTLEMENT
	:	
v.	:	Action Filed: March 29, 2024
	:	Trial Date: None set
	:	
ADVANCED CARRIER SERVICES, LLC, B-Z CONVEYANCE, LLC, DELIVERY RESPONSE ON-TIME PARCEL LLC, ONDOT LLC, AMAZON.COM, INC., and AMAZON LOGISTICS, INC.	:	Hearing Date: November 26, 2024
	:	Time: 9:00 a.m.
	:	Dept.: 11
	:	Judge: Hon. Timothy Fall
	:	
Defendants.	:	
	:	

This Court, having considered (1) the Motion of Plaintiffs Randy Curran, Cierra Woolen, Luisa Mazon, Roberto Ramirez, Linda Fang, and Alexis Bell (collectively, "Plaintiffs") for Final Approval of Class, Representative, and Collective Action Settlement, and (2) the Motion for Award of Attorneys' Fees and Costs, as well as the documents submitted in support of the Motions and such other material contained in the file and pleadings of this action, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS, REPRESENTATIVE,
AND COLLECTIVE ACTION SETTLEMENT**

1. Plaintiffs' Motion for Final Approval of Class, Representative, and Collective Action Settlement is hereby GRANTED.

2. Plaintiffs' Motion for Award of Attorneys' Fees and Costs is hereby GRANTED.

3. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

4. The settlement as set forth in the Settlement Agreement, is finally approved as fair, reasonable and adequate pursuant to Code of Civil Procedure Section 382;

5. The settlement set forth in the Settlement Agreement is approved as a fair and reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”);

6. Plaintiff Randy Curran and all non-exempt Delivery Associates who were paid by ADCS to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

7. Plaintiff Cierra Woolen and all non-exempt Delivery Associates who were paid by BZCY to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

8. Plaintiffs Luisa Mazon, Roberto Ramirez, Linda Fang, and all non-exempt Delivery Associates who were paid by DROT to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

9. Plaintiff Alexis Bell and all non-exempt Delivery Associates who were paid by ONDT to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

1 10. The Court grants final certification pursuant to Code of Civil Procedure Section 382
2 to the following settlement classes (collectively referred to as “Settlement Class Members”) for
3 purposes of settlement only:

- 4 a. Plaintiff Randy Curran and all non-exempt Delivery Associates who were paid
5 by ADCS to deliver packages to customers of Amazon.com in California from
6 September 6, 2018 through February 3, 2023;
- 7 b. Plaintiff Cierra Woolen and all non-exempt Delivery Associates who were paid
8 by BZCY to deliver packages to customers of Amazon.com in California from
9 September 6, 2018 through February 3, 2023;
- 10 c. Plaintiffs Luisa Mazon, Roberto Ramirez, Linda Fang, and all non-exempt
11 Delivery Associates who were paid by DROT to deliver packages to customers
12 of Amazon.com in California from September 6, 2018 through February 3,
13 2023; and
- 14 d. Plaintiff Alexis Bell and all non-exempt Delivery Associates who were paid by
15 ONDT to deliver packages to customers of Amazon.com in California from
16 September 6, 2018 through February 3, 2023.

17 11. The Plaintiffs are finally approved as Class Representatives of the Class Members;

18 12. The PAGA Members are finally approved as all non-exempt Delivery Associates
19 who were paid by ACDS, BZCY, DROT, and ONDT to deliver packages to customers of
20 Amazon.com in California at any time from July 17, 2022 through February 3, 2023;

21 13. The Settlement Administrator sent Class Notice to the Settlement Class Members in
22 accordance with the procedures set forth in the Settlement Agreement. The Court finds and
23 determines that this notice procedure as set forth in the Settlement Agreement and effectuated
24 by the Settlement Administrator afforded adequate protections to Settlement Class Members
25 and fully and accurately informed the Settlement Class Members of all material aspects of the
26 Settlement. The Court finds and determines that the notice provided in this case was the best
27 notice practicable, which satisfied the requirements of law and due process;

28 14. Zero (0) Class Members objected to the Settlement, and Zero (0) Class Member
requested to be excluded from the Settlement Class.

15. The Court finds and determines that the terms of the Settlement Agreement are fair, reasonable, and adequate to all Settlement Class Members. The Court finally approves the Total Settlement Amount of \$2,364,000.00, which is inclusive of attorneys' fees (one-third of the Gross Settlement Amount – \$780,000.00) and costs (not to exceed \$40,000); and the PAGA penalties in the amount of \$70,000.00, seventy-five percent (75%), or \$52,500.00, of which will be paid to the Labor and Workforce Development Agency out of the Gross Settlement Amount, and twenty-five percent (25%), or \$17,500.00, of which will be distributed to PAGA Members;

16. Sarah R. Schalman-Bergen and Krysten Connon of Lichten & Liss-Riordan, P.C., Alexandra K. Piazza and Michaela L. Wallin of Berger Montague PC, and Ryan Allen Hancock of Willig Williams & Davidson are finally approved as Class Counsel for the Class Members;

17. Class Counsel's application for an award of attorneys' fees in the amount of \$780,000.00 and for an award of costs in the amount not to exceed \$40,000.00 is granted and shall be paid from the Gross Settlement Amount, according to the terms of the Settlement Agreement. The Court hereby grants final approval to and orders those amount(s) be paid out of the Gross Settlement Amount in accordance with the terms of the Settlement Agreement;

18. The Court finds and determines the payment of \$52,500.00 (75% share of the \$100,000.00 allocation) to the LWDA in settlement of the LWDA's share of the penalties alleged by Plaintiffs and compromised under the Settlement Agreement is fair and reasonable. The Court hereby grants final approval to and orders that the payment of said amount be paid to the LWDA from the Gross Settlement Amount as provided for by the Settlement Agreement;

19. The Court finds and determines that Individual Class Payments to be paid to the Settlement Class Members as provided for by the Settlement Agreement are fair and reasonable. The Court hereby grants final approval to and orders the settlement payments to be made in accordance with the terms of the Settlement Agreement;

20. Settlement Class Members who did not request exclusion from the Settlement are bound by the Settlement, and will release the Released Class Claims as defined in the Settlement

Agreement against the Released Parties. Further, consistent with the Settlement Agreement, (1) all PAGA Members are bound by the Settlement Agreement, regardless of whether he or she receives, cashes, and/or deposits their Individual PAGA Payment check; and (2) only those Collective Members who cash, deposit, or otherwise negotiate the Individual Class Payment check issued to them pursuant to this Settlement will be deemed to have opted into a release of Released Claims arising under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*;

21. All Released Claims against the Released Parties by the Eligible Class Members that have been, or might have been, asserted by any Eligible Class Member, in accordance with the terms of the Settlement Agreement, are hereby released, and all such Eligible Class Members shall be forever barred from pursuing any of the Released Claims as set forth and defined in the Settlement Agreement against the Released Parties;

a. Consistent with the Settlement Agreement, “Released Parties” or “Releasees” means:

i. For all Eligible Class Members: Amazon.com, Inc., Amazon Logistics, Inc. and all of their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under, or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

ii. For the Eligible Class Members that were paid by ADCS: ADCS and all of their present and former affiliates, divisions, members, joint venture

1 partners, subsidiaries, parents, predecessors, any merged entity or merged
2 entities and/or its or their present and former officers, partners, directors,
3 employees, agents, attorneys, shareholders and/or successors, insurers or
4 reinsurers, employee benefit plans (and the trustees, administrators,
5 fiduciaries, agents, representatives, insurers and reinsurers of such plans),
6 assigns, trustees, heirs, administrators, executors, representatives and/or
7 principals thereof, and all persons or entities acting by, through, under, or
8 in concert with any of them, and any individual or entity that could be
9 jointly liable with any of them.

10 iii. For the Eligible Class Members that were paid by BZCY: BZCY and all
11 of their present and former affiliates, divisions, members, joint venture
12 partners, subsidiaries, parents, predecessors, any merged entity or merged
13 entities and/or its or their present and former officers, partners, directors,
14 employees, agents, attorneys, shareholders and/or successors, insurers or
15 reinsurers, employee benefit plans (and the trustees, administrators,
16 fiduciaries, agents, representatives, insurers and reinsurers of such plans),
17 assigns, trustees, heirs, administrators, executors, representatives and/or
18 principals thereof, and all persons or entities acting by, through, under, or
19 in concert with any of them, and any individual or entity that could be
20 jointly liable with any of them.

21 iv. For the Eligible Class Members that were paid by DROT: DROT and all
22 of their present and former affiliates, divisions, members, joint venture
23 partners, subsidiaries, parents, predecessors, any merged entity or merged
24 entities and/or its or their present and former officers, partners, directors,
25 employees, agents, attorneys, shareholders and/or successors, insurers or
26 reinsurers, employee benefit plans (and the trustees, administrators,
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1 fiduciaries, agents, representatives, insurers and reinsurers of such plans),
2 assigns, trustees, heirs, administrators, executors, representatives and/or
3 principals thereof, and all persons or entities acting by, through, under, or
4 in concert with any of them, and any individual or entity that could be
5 jointly liable with any of them.

6 v. For the Eligible Class Members that were paid by ONDT: ONDT and all
7 of their present and former affiliates, divisions, members, joint venture
8 partners, subsidiaries, parents, predecessors, any merged entity or merged
9 entities and/or its or their present and former officers, partners, directors,
10 employees, agents, attorneys, shareholders and/or successors, insurers or
11 reinsurers, employee benefit plans (and the trustees, administrators,
12 fiduciaries, agents, representatives, insurers and reinsurers of such plans),
13 assigns, trustees, heirs, administrators, executors, representatives and/or
14 principals thereof, and all persons or entities acting by, through, under, or
15 in concert with any of them, and any individual or entity that could be
16 jointly liable with any of them.

17 b. Consistent with the Settlement Agreement, “Released Claims” shall mean
18 collectively:

19 i. “Released Class Claims” means any and all claims, rights, demands,
20 charges, complaints, causes of action, obligations, or liability of any and
21 every kind that accrued to the Eligible Class Members against the
22 Released parties while working to deliver packages to Amazon customers
23 in the United States and while being paid by ACDS, BZCY, DROT, or
24 ONDT during the Relevant Time Period and that were or could have been
25 asserted in any version of the complaints filed in this Action or are based
26 on or arise out of the facts, circumstances, or primary rights that were
27

1 alleged, or could have been alleged, in any version of the complaints filed
2 in this Action, including but not necessarily limited to those for: (1)
3 failure to provide meal periods or meal period premium pay under the
4 California Labor Code, including without limitation Sections 204, 218.5,
5 218.6, 223, 226.7, 512, 558.1 and the applicable Wage Order; (2) failure
6 to authorize or permit rest periods or rest period premium pay under the
7 California Labor Code, including without limitation Section 204, 218.5,
8 218.6, 223, 226.7, 5581.1 and the applicable Wage Order; (3) failure to
9 provide accurate and itemized wage statements or maintain records under
10 the California Labor Code, including without limitation Sections 226 and
11 1174, the applicable Wage Order, and the Fair Labor Standards Act; (4)
12 failure to pay minimum wage or failure to pay overtime under the Fair
13 Labor Standards Act; (5) failure to pay minimum wage, failure to pay
14 overtime, or failure to timely pay all wages owed under California Labor
15 Code, including without limitation Sections 200, 201-204, 210, 510,
16 1182.11, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2926, and 2927 and
17 the applicable Wage Order; (6) failure to reimburse necessary
18 expenditures or losses under the California Labor Code, including
19 without limitation Section 221, 2802, 510, 558.1, and the applicable
20 Wage Order; (7) failure to issue payment of wage dues in compliance
21 with California Labor Code Section 212; (8) unlawful deductions in
22 violation of the California Labor Code, including without limitation
23 Sections 221-225.5; and (9) unfair competition or unfair business
24 practices under the California Unfair Competition Law and California
25 Business and Professions Code, Cal. Bus. & Prof. Code Sections 17200
26 et seq.

ii. “Released PAGA Claims” means all claims under the Private Attorneys General Act that were pled or could have been pled, based on, or which arise out of the facts concerning the threatened claims against Defendants arising during the PAGA Period, including, but not limited to claims for civil penalties based on California Labor Code sections 201-204, 210, 212, 218.5, 218.6, 221-225.5, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199, 2800, 2802, 2926, 2927, and the applicable IWC Wage Orders.

22. Any and all claims against Defendants in connection with the Lawsuits (as defined in the Settlement Agreement) are hereby dismissed on the merits and with prejudice consistent with the above and the Settlement Agreement. This Final Approval Order is a final judgment for purposes of appeal and this document shall be considered notice of entry of such judgment. There being no just reason for delay in the entry of final Judgment, the Clerk is hereby directed to enter Judgment thereon.

23. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the parties to the Settlement Agreement to enforce this judgment.

IT IS SO ORDERED.

Dated: _____

Hon. Timothy Fall
Judge of the Superior Court