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on behalf of herself and all similarly situated employees.

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13
14 HOLLY SCHNEIDER and MATTHEW
CUOZZO, on behalf of themselves and other
15 similarly situated employees,

16 Plaintiffs,

17 vs.

18 AMAZON RETAIL LLC.; and DOES 1 to 100,
inclusive,

19 Defendants.

Case No.: 21STCV26226

CLASS ACTION

*[Assigned for all purposes to the Hon. Robert
B. Broadbelt, Dept. 53]*

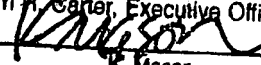
**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON**

Hearing Information:

Date: December 1, 2022
Time: 10:00 a.m.
Dept: 53

FILED
Superior Court of California
County of Los Angeles

DEC 01 2022

Sherri A. Carter, Executive Officer/Clerk
By  Deputy
R. Masor.

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8
9 Attorneys for Plaintiff MATTHEW CUOZZO
on behalf of himself and all similarly situated employees.

1 Plaintiffs Holly Schneider and Matthew Cuzzo ("Plaintiffs") Motion for Final Approval of
2 Class Action Settlement and Motion for Award of Attorneys' and Costs with Defendant Amazon
3 Retail LLC ("Defendant") came before this Court on December 1, 2022 at 10:00 a.m. in Department
4 53 of Los Angeles County Superior Court, Stanley Mosk Courthouse located at 111 North Hill Street,
5 Los Angeles, CA 90012. Having received and considered the Class Action Settlement Agreement
6 and Release ("Stipulation", "Settlement", or "Settlement Agreement"), Plaintiffs' Motion for Final
7 Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of
8 Mary Butler on behalf of Simpluris, Inc. and the evidence and argument received by the Court in
9 conjunction with the Motion for Preliminary Approval of Class Action Settlement and Documents
10 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES
11 THE FOLLOWING DETERMINATION:

12 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
13 including all members of the settlement class.

14 2. The Court finds that the Settlement Class (defined below) is properly certified as a
15 class for settlement purposes only:

16 (i) all current and former hourly non-exempt Amazon Retail LLC
17 employees who worked at Amazon Fresh grocery store locations in
18 California from May 5, 2017 to and including January 18, 2022, and (ii)
19 all current and former hourly non-exempt Amazon Retail LLC
20 employees in California who earned "retro shift pay" on an itemized
21 wage statement from May 5, 2020 to and including January 18, 2022.

22 3. The Court appoints Plaintiffs Holly Schneider and Matthew Cuzzo as Class
23 Representatives for settlement purposes only.

24 4. The Court appoints Joseph Lavi, Jordan D. Bello, Vincent C. Granberry, and Melissa
25 A. Huether of Lavi & Ebrahimian, LLP; Larry W. Lee and Max W. Gavron of Diversity Law Group,
26 P.C.; and William L. Marder of Polaris Law Group as Class Counsel for settlement purposes only.

1 5. The notice provided to the class members conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
3 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
4 law, and constitutes the best notice practicable under the circumstances, by providing individual
5 notice to all class members who could be identified through reasonable effort, and by providing due
6 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
7 The notice fully satisfied the requirements of due process.

8 6. The Court finds the settlement was entered into in good faith, that the settlement is
9 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant or by any other released
14 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
15 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
17 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
18 any of the other released parties.

19 8. No Settlement Class Members have objected to the terms of the Settlement.

20 9. No Settlement Class Members have timely and validly excluded themselves from the
21 Settlement.

22 10. Within thirty (30) business days of the Effective Date, Defendant shall deposit the
23 Gross Settlement Fund of Six Million Six Hundred Twenty-Five Thousand Dollars and Zero Cents
24 (\$6,625,000.00) and the Employer's Share of Payroll Taxes. Within twenty-one (21) calendar days
25 of the funding of the Funding Date, the Settlement Administrator will issue the following: (a)
26 Individual Settlement Payments to Participating Settlement Class Members; (b) Individual PAGA
27 Payments to Allegedly Aggrieved Employees; (c) the LWDA Payment to the Labor and Workforce
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1 Development Agency; (d) Class Representative Enhancement Payments to Plaintiffs; and (e) the
2 Class Counsel Award to Class Counsel. The Settlement Administrator will also issue a payment to
3 itself for Court-approved services performed in connection with the settlement.

4 11. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
5 recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the
6 payment from the Gross Settlement Fund of Class Representative Enhancement Awards to Plaintiffs
7 Holly Schneider and Matthew Cuzzo in the amount of Ten Thousand Dollars and Zero Cents
8 (\$10,000.00) each (totaling \$20,000).

9 12. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
10 to Class Counsel in the sum of Two Million One Hundred Eighty-Six Thousand Two Hundred Fifty
11 Dollars and Zero Cents (\$2,186,250.00), and the reimbursement of litigation expenses in the sum of
12 Thirty Thousand One Hundred Twenty-Two Dollars and Thirty-Eight Dollars (\$30,122.38). Both are
13 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
14 percentage of a common fund obtained for the class. The court also has considered the lodestar
15 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
16 actual benefit obtained for the class.

17 13. The Court approves and orders payment from the Gross Settlement Fund in the amount
18 of Forty Thousand Dollars and Zero Cents (\$40,000.00) to Simpluris, Inc. for performance of
19 settlement administration services.

20 14. The Court approves and orders payment from the Gross Settlement Fund in the amount
21 of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) attributed to the resolution of the
22 in connection with the Labor Code Private Attorneys General Act of 2004 [Cal. Lab. Code §§ 2698,
23 *et seq.*, "PAGA") claims. The amount of One Hundred Fifty Thousand Dollars and Zero Cents
24 (\$150,000.00) is to be paid to the California Labor and Workforce Development Agency ("LWDA").
25 The amount of Fifty Thousand Dollars and No Cents (\$50,000.00) shall be distributed to the Allegedly
26 Aggrieved Employees as provided by the Settlement.

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1 15. Individual Settlement Payment and/or Individual PAGA Payment checks remaining
2 un-cashed for more than one hundred eighty (180) calendar days after issuance will be void. Funds
3 from the uncashed checks shall be distributed to the Controller of the State of California to be held
4 pursuant to the Unclaimed Property Law, California Civil Code Section 1500 *et seq.*, for the benefits
5 of those Allegedly Aggrieved Employees and Participating Settlement Class Members who did not
6 cash their checks until such time they claim their property. The Parties agree that this disposition
7 results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net
8 Settlement Amount (plus the PAGA Settlement Amount) will be paid to the Allegedly Aggrieved
9 Employees and Participating Settlement Class Members, whether or not they all cash their Individual
10 Settlement Payment and/or Individual PAGA Payment checks.

11 16. Upon the Effective Date and Defendant's full funding of the Gross Settlement Fund,
12 this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action,
13 arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the
14 Participating Settlement Class Members, who shall release their right to pursue any and all claims
15 against Amazon Retail and any of its former and present parents, subsidiaries, holding companies,
16 investors, sister and affiliated companies, divisions, and other related entities, as well as its and their
17 successors, predecessors, shareholders, officers, directors, partners, assigns, agents, employees,
18 principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries,
19 insurers, reinsurers, employee benefit plans, and representatives, both individually and in their official
20 capacities, past or present, as well as all persons acting by, through, under, or in concert with any of
21 these persons or entities, including, but not limited to, entities holding ownership interests in Amazon
22 Retail or Amazon Fresh grocery stores in California ("Released Parties") for the all claims,
23 judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties (including but
24 not limited to waiting time penalties and all other penalties available under the California Labor
25 Code), costs, expenses, attorneys' fees, damages, indemnities, actions, causes of action, and
26 obligations of every kind and nature in law, equity, or otherwise, known or unknown, suspected or
27 unsuspected, disclosed or undisclosed, contingent or accrued, that were or could have reasonably been
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1 alleged based upon the facts pleaded in the Actions, including: (a) all claims for wage statement
2 violations (Labor Code §§ 226, 1174, and IWC Wage Order No. 7-2001); (b) all claims for unpaid
3 minimum wages (Labor Code §§ 1194, 1197, 1197.1, and IWC Wage Order No. 7-2001); (c) all
4 claims for unpaid overtime (Labor Code §§ 510, 1194, 1198, and IWC Wage Order 4, and IWC Wage
5 Order 7-2001); (d) all claims for failure to pay meal period and rest break premium wages at the
6 regular rate of pay (Labor Code §§ 226.7, 510, 512, 1194, 1197, and IWC Wage Order No. 7-2001,
7 §§ 11, 12); (e) all claims for failure to indemnify employees for necessary expenditures incurred in
8 discharge of duties (Labor Code § 2802); (f) all claims for the failure to timely pay wages during
9 employment (Labor Code §§ 204, 210); (g) all claims for the failure to timely pay wages upon
10 termination, failure to pay waiting time penalties, and failure to pay all wages due to discharged and
11 quitting employees (Labor Code §§ 201, 202 and 203); and (h) all claims asserted through California
12 Business & Professions Code §§ 17200 *et seq.* arising out of the aforementioned claims during the
13 Class Period ("Released Class Claims").

14 17. Upon the Effective Date and Defendant's full funding of the Gross Settlement Fund,
15 this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action,
16 arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the
17 Allegedly Aggrieved Employees from the who shall release their right to pursue any and all claims
18 against the Released Parties for the all claims for penalties, costs, expenses, attorneys' fees, causes of
19 action, and obligations of every kind and nature in law or otherwise, known or unknown, suspected
20 or unsuspected, disclosed or undisclosed, contingent or accrued, that were or could have reasonably
21 been alleged based upon the facts pleaded in the Actions and the PAGA claim notices that Plaintiff
22 Schneider and Plaintiff Cuozzo provided to the LWDA prior to commencing the Actions asserted
23 through California Labor Code §§ 2698, *et seq.* (PAGA), including any and all claims described in
24 the Released Class Claims, including any derivative claims, and claims for failure to provide suitable
25 seating (Labor Code § 1194 and IWC Wage Order No. 7 2001, § 14) ("Released PAGA Claims")
26 arising during the PAGA Period.

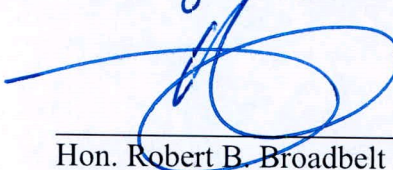
1 18. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising out
3 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 settlement and the determination of all controversies relating thereto.

5 19. The settlement administrator shall file a final report by June 1, 2023
6 indicating the disbursements were made pursuant to the settlement.

7 20. A Status Conference regarding distribution of the settlement funds is set for
8 June 13, 2023 at 11:00 a.m./p.m. in Department 53 of the above-
9 captioned Court.

10 *21. Plaintiffs shall give notice of this order and judgment.*
11 **IT IS SO ORDERED.**

12 Dated: _____

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15 Hon. Robert B. Broadbelt
16 Judge of the Superior Court
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