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12 Attorneys for Plaintiff HOLLY SCHNEIDER
13 on behalf of herself and all similarly situated employees

14 *[Additional Counsel listed on next page]*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

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

Defendants.

Case No.: 21STCV26226

CLASS ACTION

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

**NOTICE OF (1) MINUTE ORDER , (2)
ORDER RE: (1) PLAINTIFF'S MOTION
FOR FINAL APPROVAL (2) PLAINTIFFS'
MOTION FOR AWARD OF ATTORNEYS'
FEES AND COSTS, AND (3) ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTELMNT AND
JUDGEMENT THEREON**

Action Filed: July 15, 2021

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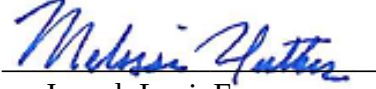
Attorneys for Plaintiff MATTHEW CUOZZO
on behalf of himself and all similarly situated employees.

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE of (1) the Court's Minute Order dated December 1, 2022, a true
3 and correct copy which is attached hereto as **Exhibit 1**, (2) Order Re: (1) Plaintiff's Motion For
4 Final Approval (2) Plaintiffs' Motion For Award of Attorneys' Fees And Costs, a true and correct
5 copy which is attached hereto as **Exhibit 2**, and (3) Order Granting Final Approval Of Class Action
6 Settlement And Judgement Thereon, a true and correct copy which is attached hereto as **Exhibit 3**.

7
8 Date: December 6, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

9
10 By: 
11 Joseph Lavi, Esq.
12 Vincent Granberry, Esq.
13 Melissa A. Huether, Esq.
14 Attorneys for HOLLY SCHNEIDER
15 on behalf of himself and others similarly.

“EXHIBIT 1”

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 53

21STCV26226

December 1, 2022

**HOLLY SCHNEIDER, IN BEHALF OF HERSELF AND
OTHER AGGRIEVED EMPLOYEES vs AMAZON RETAIL
LLC.**

10:00 AM

Judge: Honorable Robert B. Broadbelt
Judicial Assistant: K. Mason
Courtroom Assistant: C. Vaughn

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Melissa A. Huether and Max Gavron (Both Telephonic)

For Defendant(s): Lauren Margaret Blas by Megan Cooney and Katie Magallanes (Both Telephonic)

Other Appearance Notes:

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement on Class Action filed by Plaintiffs on 11-04-2022;; Hearing on Motion for Attorney Fees and Costs filed by Plaintiffs on 11-10-2022;

Case is called.

All counsel appearing for parties this day represent that they have seen the tentative ruling posted by the Court, and submit thereon. The matter stands submitted. The tentative ruling is adopted as the Order of the Court on grounds fully reflected therein and is signed and filed as the specially-prepared order of the Court.

The Motion for Final Approval of Settlement on Class Action filed by Plaintiffs on 11-04-2022; filed by Matthew Cuzzo, Holly Schneider, in behalf of herself and other aggrieved employees on 11/04/2022 and Motion for Attorney Fees and Costs filed by Plaintiffs on 11-10-2022; filed by Holly Schneider, in behalf of herself and other aggrieved employees on 11/10/2022 are Granted.

The Court makes further orders as fully reflected in its specially-prepared written order signed and filed this day.

Order Granting Final Approval of Settlement on Class Action And Judgment Thereon is signed and filed this day.

A Status Conference re: distribution of the settlement funds is scheduled for 06/13/23 at 11:00 AM in Department 53 at Stanley Mosk Courthouse.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 53

21STCV26226

December 1, 2022

**HOLLY SCHNEIDER, IN BEHALF OF HERSELF AND
OTHER AGGRIEVED EMPLOYEES vs AMAZON RETAIL
LLC.**

10:00 AM

Judge: Honorable Robert B. Broadbelt

CSR: None

Judicial Assistant: K. Mason

ERM: None

Courtroom Assistant: C. Vaughn

Deputy Sheriff: None

Plaintiffs are ordered to give notice of the Court's orders made today and of the judgment signed and entered today.

“Exhibit 2”

DEC 01 2022

Sherri A. Carter, Executive Officer/Clerk
By K. Mason Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT
DEPARTMENT 53**

HOLLY SCHNEIDER and MATTHEW
CUOZZO, on behalf of themselves and other
similarly situated employees;

Plaintiffs,

vs.

AMAZON RETAIL, LLC, et al.;

Defendants.

Case No.: 21STCV26226

Hearing Date: December 1, 2022

Time: 10:00 a.m.

~~TENTATIVE~~ ORDER RE:

- (1) PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT;
- (2) PLAINTIFFS' MOTION FOR
AWARD OF ATTORNEYS' FEES
AND COSTS

MOVING PARTY: Plaintiffs Holly Schneider and Matthew Cuozzo

RESPONDING PARTY: n/a

(1) Plaintiffs' Motion for Final Approval of Class Action Settlement

(2) Plaintiffs' Motion for Award of Attorneys' Fees and Costs

The court considered the moving papers filed in connection with each motion. No
opposition papers to the motions were filed.

BACKGROUND

Plaintiffs Holly Schneider and Matthew Cuozzo ("Plaintiffs") seek final approval of the
Class Action Settlement Agreement and Release (the "Settlement Agreement") entered into by
and between Plaintiffs, on behalf of themselves, the settlement class, the State of California, and
the allegedly aggrieved employees, on the one hand, and defendant Amazon Retail LLC
("Defendant"), on the other hand.

1 Plaintiffs and Defendant (collectively, the "Parties") have agreed to settle the class action
2 and PAGA claim for \$6,625,000. (Huether Decl., Ex. 1, Settlement Agreement, ¶ 36.)

3 **MOTION FOR FINAL APPROVAL OF SETTLEMENT**

4 California Rules of Court, rule 3.769, subdivision (g) provides that the court must
5 conduct an inquiry into the fairness of a proposed class action settlement prior to final approval.
6 The trial court has broad powers to determine whether a proposed settlement is fair. (*Mallick v.*
7 *Superior Court* (1979) 89 Cal. App. 3d 434, 438.) The standard for approval of class settlements
8 in California is that the settlement be fair, reasonable, and adequate for class members overall.
9 (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801.)

10 To determine the fairness of a settlement, the court must consider certain factors, as set
11 forth in *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45, disapproved by
12 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260 on other grounds. "[A]
13 presumption of fairness exists where: (1) the settlement is reached through arm's-length
14 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
15 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
16 is small." (*Id.* at p. 245.) "[T]he test is not the maximum amount plaintiffs might have obtained
17 at trial on the complaint but, rather, whether the settlement is reasonable under all of the
18 circumstances." (*Id.* at p. 250; *see also City of Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d
19 448, 455 [stating that a proposed settlement that amounts to a fraction of the potential recovery
20 does not in itself render the proposed settlement grossly inadequate].)

21 The court already determined on Plaintiffs' motion for preliminary approval of class
22 action settlement that the Settlement Agreement is fair. (July 15, 2022 Order, pp. 6:1-7:23.) In
23 addition to the factors discussed in connection with Plaintiffs' motion for preliminary approval,
24 Plaintiffs present evidence establishing that the settlement administrator has received zero
25 objections and only five requests for exclusion. (Huether Decl., Ex. 2, Declaration of Mary
26 Butler, ¶¶ 1, 10-11 [Simpluris has received five requests for exclusions and zero objections].)

27 Based on the facts set forth above, and based on the reasoning and findings set forth in
28 the court's July 15, 2022 order granting preliminary approval of the class action settlement, the

12/05/2022

1 court finds that Plaintiffs have established that the Settlement Agreement is fair, adequate, and
2 reasonable. In light of the fact that there are no objections to the Settlement Agreement, the
3 court finds that it is appropriate to approve it. The court further finds that the portion allocated to
4 the PAGA settlement, consisting of \$200,000 (of which 75%, or \$150,000, is to be paid to the
5 California LWDA, and the remaining 25%, or \$50,000, is to be distributed to aggrieved
6 employees) is fair, adequate, and reasonable. (Huether Decl., Ex. 1, Settlement Agreement,
7 ¶ 20.)

8 The court also approved conditional certification of the class for purposes of settlement in
9 its order granting preliminary approval of the settlement. (July 15, 2022 Order, p. 4:16-18.)
10 Because Plaintiffs do not contend that the class should not be certified, or that the court should
11 reconsider its preliminary determination, the court finds it appropriate to certify the class for
12 settlement purposes. (*See Dunk, supra*, 48 Cal.App.4th at p. 1807, fn. 19 [finding that the court
13 may use a lesser standard to determine the appropriateness of a settlement class for settlement
14 purposes].)

15 The court notes that Plaintiffs request the court to award class counsel \$2,186,250 for
16 attorney's fees incurred in litigating this action, and up to \$50,000 for reimbursement of
17 litigation expenses. The court addresses this request below, in connection with the Motion for
18 Award of Attorneys' Fees and Costs, filed by Plaintiffs on November 10, 2022.

19 The court finds that Plaintiffs' declarations are sufficient to establish that their requested
20 enhancement payments in the amount of \$10,000 to each plaintiff are fair and reasonable, and
21 within the amount provided for by the Settlement Agreement. (Schneider Decl., ¶¶ 4-5; Cuozzo
22 Decl., ¶¶ 3, 5, 7; Huether Decl., Ex. 1, Settlement Agreement, ¶ 8.) The court therefore finds it
23 appropriate to approve the award.

24 Finally, the court finds that the request for costs to be paid to the claims administrator,
25 Simpluris, Inc., is sufficiently supported by the declaration of Mary Butler, and is within the
26 amount provided for by the Settlement Agreement. (Huether Decl., Ex. 2, Declaration of Mary
27 Butler, ¶ 13; Huether Decl., Ex. 1, Settlement Agreement, ¶¶ 31-32.)

28 The court therefore finds that the Settlement Agreement is fair, adequate, and reasonable.

1 **MOTION FOR ATTORNEY'S FEES**

2 Plaintiffs move the court for an order finally approving and awarding Plaintiffs' counsel
3 (1) \$2,186,250 in attorney's fees, and (2) \$30,122.38 in litigation costs, pursuant to the terms of
4 the Settlement Agreement, Code of Civil Procedure section 382, and California Rules of Court,
5 rule 3.769.

6 "[T]he fee setting inquiry in California ordinarily begins with the 'lodestar,' i.e., the
7 number of hours reasonably expended multiplied by the reasonable hourly rate. . . . The
8 reasonable hourly rate is that prevailing in the community for similar work. The lodestar figure
9 may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee
10 at the fair market value for the legal services provided." (*PLCM Group, Inc. v. Drexler* (2000)
11 22 Cal.4th 1084, 1095 [internal citations omitted].) The primary factor for determining the
12 fairness of fees is "whether the fees bear a reasonable relationship to the value of the attorneys'
13 work." (*Robbins v. Alibrandi* (2005) 127 Cal.App.4th 438, 451.) Courts have adopted a practice
14 of cross-checking the lodestar against the value of the class recovery because the award is then
15 "anchored" in the time spent by counsel. (*Lealao v. Beneficial California, Inc.* (2000) 82
16 Cal.App.4th 19, 45.)

17 Here, class counsel seeks \$2,186,250 in attorney's fees, constituting 33% of the total
18 gross settlement fund. (Huether Decl., Ex. 1, Settlement Agreement, ¶ 14 [defining the gross
19 settlement fund to amount to \$6,625,000], ¶ 3 [permitting attorney's fees of not more than 33%
20 of the gross settlement fund, or \$2,186,250].)

21 Plaintiffs present evidence establishing that their attorneys have a total adjusted lodestar
22 of \$475,650 (calculated by Plaintiffs, in their motion, to amount to approximately \$480,850).
23 (Huether Decl., ¶ 32 [collectively, Plaintiffs' attorneys have incurred approximately 746 hours
24 on this matter]; Huether Decl., ¶ 34 [242 hours incurred by Huether x \$550 hourly rate =
25 \$133,100 lodestar], ¶ 36 [62.8 hours incurred by Granberry x \$650 hourly rate = \$40,820
26 lodestar], ¶ 37 [70.2 hours incurred by Lavi x \$750 hourly rate = \$52,650 lodestar], ¶ 37 [135.7
27 hours incurred by Bello x \$650 hourly rate = \$88,205 lodestar]; Lee Decl., ¶¶ 6-8 [111.1 hours
28 incurred by Lee x \$750 per hour = \$83,325 lodestar], ¶ 13 [104 hours incurred by Gavron x \$600

1 per hour = \$62,400 lodestar]; Marder Decl., ¶¶ 9-10 [20.2 hours incurred by Marder's firm x
2 \$750 hourly rate = \$15,150 lodestar].) Plaintiffs' attorneys attest to the education, experience,
3 and qualifications of each of the attorneys who worked on this action. (Huether Decl., ¶¶ 25-28,
4 36-38; Lee Decl., ¶¶ 3-4, 10-12; Marder Decl., ¶¶ 3-8.) The court finds that these facts support a
5 multiplier of approximately 4.55 to adjust the lodestar. Based on this evidence and finding, the
6 court finds that the requested attorney's fees amounting to \$2,186,250 are reasonable.

7 Plaintiffs also request approval of litigation costs in the amount of \$30,122.38. The
8 Settlement Agreement provides for costs of up to \$50,000. (Huether Decl., Ex. 1, Settlement
9 Agreement, ¶ 3.) The court finds that the litigation costs incurred are supported by the
10 declarations of Melissa Huether and Larry Lee. (Huether Decl., ¶ 39; Huether Decl., Ex. 12; Lee
11 Decl., ¶ 9; Lee Decl., Ex. B.)

12 **ORDER**

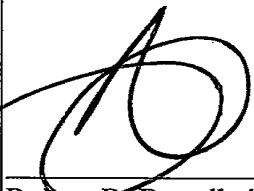
13 The court grants plaintiffs Holly Schneider and Matthew Cuzzo's (1) motion for final
14 approval of class action settlement, and (2) motion for award of attorneys' fees and costs.

15 The court will sign and file the proposed "Order Granting Final Approval of Class Action
16 Settlement and Judgment Thereon," lodged by the plaintiffs on November 4, 2022.

17 The court orders plaintiffs Holly Schneider and Matthew Cuzzo to give notice of this
18 order.

19
20 IT IS SO ORDERED.

21 DATED: December 1, 2022

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25 _____
26 Robert B. Broadbelt III
27 Judge of the Superior Court
28

“Exhibit 3”

Electronically Received 11/04/2022 03:47 PM

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8 Attorneys for Plaintiff HOLLY SCHNEIDER
on behalf of herself and all similarly situated employees.

9 *[Additional Counsel listed on next page]*

10
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 R. Masor Deputy
R. Masor

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Max W. Gavron (SBN 291697)
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9 Attorneys for Plaintiff MATTHEW CUOZZO
on behalf of himself and all similarly situated employees.
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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 Cuozzo 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.

27 ///

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.
27
28

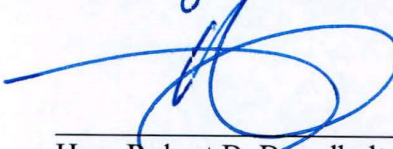
1 18. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising out
3 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4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



Hon. Robert B. Broadbelt
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On December 7, 2022, I served the foregoing documents, described as:

1. NOTICE OF (1) MINUTE ORDER , (2) ORDER RE: (1) PLAINTIFF'S MOTION FOR FINAL APPROVAL (2) PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES AND COSTS, AND (3) ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTELMNT AND JUDGEMENT THEREON

on all interested parties in this action as follows:

<i>Attorney for Defendant AMAZON RETAIL LLC:</i>	<i>Attorneys for Plaintiff Cuozzo:</i>
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- ☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed December 7, 2022, at Beverly Hills, California.

/s/ Rubi Martinez

Rubi Martinez