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8 **individually, on behalf of all others similarly situated, and as a proxy for the LWDA**

9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11 **LEILANI KRYZHANOVSKIY, PATRICIA**
12 **SALAZAR ,individually, on behalf of all others**
13 **similarly situated, and as a proxy for the LWDA;**

14 **Plaintiff,**

15 **v.**

16 **AMAZON.COM SERICES, INC., a Delaware**
17 **corporation; AMAZON.COM SERVICES, LLC,**
18 **a Delaware limited liability company; and DOES**
19 **1-100, inclusive,**

20 **Defendants.**

Case No.: 2:21-cv-01292-BAM

NOTICE OF MOTION AND PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES,
COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS

Date: September 10, 2024
Time: 9:00 a.m.
Location: Courtroom 8, 6th Floor
Judge: Hon. Barbara A. McAuliffe

21 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

22 PLEASE TAKE NOTICE that, on September 10, 2024 at 9:00 a.m., or as soon thereafter as
23 counsel may be heard, Plaintiffs Leilani Kryzhanovskiy (“Kryzhanovskiy”) and Patricia Salazar
24 (“Salazar”) (collectively, “Plaintiffs”), will bring on for hearing before the Honorable Magistrate
25 Judge Barbara A. McAuliffe, in Courtroom 8, 6th Floor, Robert E. Coyle United States Courthouse,
26 2500 Tulare Street, Fresno, CA 93721, this Motion for Attorneys’ Fees, Costs, and Class
27 Representative Enhancement Payments (the “Fee Motion”). The Fee Motion is brought pursuant to
28 Federal Rules of Civil Procedure Rule 23, subdivision (h) on the grounds that the fee award sought by
Class Counsel, in the amount of \$1,000,000 or 33.33% of the Gross Settlement Fund (“GSF”)

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23 **Defendants.**

24 **Case No.: 2:21-cv-01292-BAM**

25 **NOTICE OF MOTION AND**
26 **PLAINTIFFS' MOTION FOR FINAL**
27 **APPROVAL OF CLASS ACTION**
28 **SETTLEMENT**

Date: September 10, 2024

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30 PLEASE TAKE NOTICE that, on September 10, 2024 at 9:00 a.m., or as soon thereafter as
31 counsel may be heard, Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar (collectively,
32 "Plaintiffs"), will bring on for hearing before the Honorable United States Magistrate Judge Barbara
33 A. McAuliffe, in Courtroom 8, Sixth Floor, Robert E. Coyle United States Courthouse, 2500 Tulare
34 Street, Fresno, California, 93721 this Motion for Final Approval of Class and Action Settlement (the
35 "MFA"). Plaintiff will submit a Motion for Attorneys' Fees, Costs, and Class Representative
36 Enhancement Awards (the "Fee Motion") on the same date. The MFA is brought pursuant to Federal
37 Rules of Civil Procedure Rule 23, subdivision (e) and respectfully requests 1) an order granting final
38

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17 **AMAZON.COM SERICES, INC., a Delaware**
18 **corporation; AMAZON.COM SERVICES,**
19 **LLC, a Delaware limited liability company; and**
20 **DOES 1-100, inclusive,**

21 **Defendants.**

Case No.: 2:21-cv-01292-BAM

MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: September 10, 2024
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1 **I. INTRODUCTION**

2 After cognizable litigation spanning more than two (2) years, including successful defense of a
3 motion to dismiss, participation in formal discovery, informal information exchange, review of all time
4 and payroll data for 315 members of the Class¹, a full-day mediation with experienced wage and hour
5 class action mediator Lisa Klerman, and the provision of formal notice to 3,331 class members—*none*
6 *of whom* has objected and only two (2) of whom elected to opt out—Plaintiffs Leilani Kryzhanovskiy
7 (“Kryzhanovskiy”) and Patricia Salazar (“Salazar”) (collectively, “Plaintiffs”) now seek final approval
8 of the Parties’ Class Action Settlement Agreement and Release (“Settlement” or “SA”). The
9 Settlement was negotiated on behalf of a singular and specific class of “[a]ll current and former non-
10 exempt employees of Defendants in California between July 22, 2017 and November 7, 2023 who
11 received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime,
12 including doubletime” (the “Settlement Class”). SA ¶¶ 6, 36.

13 The Settlement, which was preliminarily approved by this Court on March 22, 2024, provides a
14 total Gross Settlement Fund (“GSF”) of \$3,000,000 (\$2,900,000 allocated to resolve Class Claims) to
15 be shared amongst 3,329 Participating Settlement Class Members and embodies all of the features of a
16 fair, reasonable, and adequate resolution that is in the collective best interest of the Settlement Class. It
17 is 1) the product of arms-length negotiations, 2) negotiated by experienced class action attorneys, 3)
18 reached after formal and informal discovery and extensive investigation in order to evaluate the
19 strengths and value of the claims, 4) reflective of a reasoned compromise between the strength/value of
20 the claims and inherent risks of litigation, and 5) consummated only after more than two years of
21 litigation and a full-day mediation. Through the Settlement, an estimated \$1,827,500 (“NSA”) will be
22 put into the pockets of Participating Settlement Class Members. The average *actual net* recovery for
23 Class Claims is \$548.96—the maximum individual distribution is a cognizable \$1,561.77. Declaration
24 of Bryn Bridley Re Dissemination of Class Notice and Settlement Administration (“Admin Dec.”),
25 August 5, 2024 at ¶ 13.

26 _____
27 ¹ Capitalized terms shall have the meanings defined in the Parties’ Class Action Settlement Agreement and Release
28 attached as **Exhibit 1** to the Declaration of Jenny D. Baysinger in Support of Plaintiffs’ Motion for Final Approval of Class
Action Settlement and Motion for Attorneys’ Fees, Costs, and Class Representative Enhancement Payments (“JDB Dec.”)
filed concurrently herewith

1 When the benefits of the Settlement are assessed against the risks of continued, protracted
2 litigation, the fairness, adequacy, and reasonableness of the Settlement is clear. Further underscoring
3 the propriety of the Settlement is the overwhelmingly positive response it received from Class
4 Members, with zero objectors and only two opt-outs. Considering the circumstances, Plaintiffs
5 respectfully request this Court grant final approval of the Settlement.

6 **II. SUMMARY OF THE CASE**

7 **A. Brief Procedural History and The Current Class Claims**

8 On July 22, 2021, Kryzhanovskiy filed the initial Class Action Complaint for Damages in this
9 Court. Dkt. 1. Initially, class claims for failure to pay overtime, furnish accurate wage statements,
10 violation of the Equal Pay Act, and unfair business practices were asserted. *Id.* Kryzhanovskiy also
11 asserted a number of individual claims. *Id.*; JDB Dec. ¶¶ 7-8. After claims to assess and collect civil
12 penalties pursuant to the PAGA ripened, Kryzhanovskiy filed a First Amended Class and
13 Representative Action Complaint for Damages and Civil Penalties on August 20, 2021. Dkt. 9.
14 Amazon filed a motion to dismiss in September 2021 that was ultimately denied, in its entirety, in June
15 2022. Dkt. 11, 21. A Second Amended Class and Representative Action Complaint for Damages and
16 Civil Penalties (the “SAC”) was filed November 29, 2023 in order to 1) add Plaintiff Salazar as a
17 named party, 2) add a class-wide claim for waiting time penalties, and 3) remove the class-wide
18 allegations for violation of the Equal Pay Act. Dkt. 46; JDB Dec. ¶¶ 36-37. Presently, the class and
19 representative claims asserted in the operative SAC are limited to 1) failure to pay overtime, 2) failure
20 to furnish accurate wage statements, 3) failure to timely pay all wages due upon separation, 4) unfair
21 business practices, and 5) a claim to assess and collect civil penalties pursuant to the PAGA. *Id.* The
22 SAC also alleges the Kryzhanovskiy Individual Claims. Dkt. 46; SA at Recitals; JDB Dec. ¶ 37.

23 **1. The Settlement Class**

24 Plaintiffs negotiated the Settlement on behalf of, and seek to represent, a specific and extremely
25 narrow group of individuals—all current and former non-exempt California employees of Defendants
26 who received a Signing Bonus and/or an On Sign Bonus during a workweek when he/she also worked
27 overtime hours during the Class Period. SA ¶ 36. There are 3,329 Participating Settlement Class
28 Members who collectively worked 157,947 workweeks during the Class Period. Admin. Dec. ¶¶ 5, 10.

1 Plaintiffs and Class Counsel negotiated an escalator clause to protect Settlement Class Members in the
2 event the number of Class Members or workweeks was significantly more than anticipated at the time
3 of mediation, but it was not triggered. SA ¶ 60; Admin Dec. ¶ 5.

4 **B. The Resolved Kryzhanovskiy Individual Claims**

5 The Kryzhanovskiy Individual Claims were based on 1) gender discrimination, 2) violation of
6 the Equal Pay Act, 3) FEHA retaliation, 4) Labor Code retaliation, 5) failure to timely provide payroll
7 records, and 6) failure to timely provide personnel records. Dkt. 1, 9, 46. During the mediation, the
8 Kryzhanovskiy Individual Claims were separately negotiated and resolved in exchange for a payment
9 *separate from the GSF* of \$25,000 and an increase of \$1.12 to Kryzhanovskiy’s hourly wage. SA ¶ 44;
10 JDB Dec. ¶¶ 30, 33. The negotiated resolution of the Kryzhanovskiy Individual Claims is not
11 contingent on approval of the Settlement Agreement, has already been satisfied, and in no way impacts
12 the Class Claims or the GSF. *Id.* ¶ 33. The Class Notice informed Settlement Class Members about the
13 existence of Kryzhanovskiy’s individual settlement. SA, Exh. A. ¶ 3.F. Tellingly, no one raised any
14 concern or objection. Admin Dec. ¶ 10.

15 **C. Other Related Cases**

16 There are three (3) pending cases with class claims that potentially overlap, to some extent, with
17 the Released Claims and the Released PAGA Claims: *Juan Trevino v. Golden State FC, LLC*, Eastern
18 District of California Case No. 1:18-cv-00120-DAD-BAM (the “Trevino Consolidated Class Action”);
19 *Christian Porter v. Amazon.com Services, LLC*, Central District of California Case No. 2:20-cv-09496-
20 JVS-SHK (the “Porter Class Action”); and *Terrance Clayborn v. Amazon.com Services, LLC*, Central
21 District of California Case No. 5:20-cv-02368-JVS-SHK (the “Clayborn Class Action”). The Class
22 Notice specifically informed Settlement Class Members about the existence of the other pending
23 matters, the fact some of the claims in those matters may overlap with claims being resolved by the SA,
24 and thus some claims in the Trevino Consolidated Class Action, the Porter Class Action, and the
25 Clayborn Class Action may be eliminated or otherwise affected by this Settlement. SA Exh. 1, ¶ 2.
26 Class Counsel also separately reached out to each plaintiff’s counsel in those matters to specifically
27 advise each of the Settlement. JDB Dec. ¶ 101. None of those counsel raised any objection to any of
28 the Settlement terms. *Ibid.*

1 **D. Defendants Vigorously Deny Plaintiffs’ Allegations**

2 Defendants Amazon.com Services, Inc. and Amazon.com Services, LLC (collectively,
3 “Defendants” or “Amazon”) vigorously deny Plaintiffs’ allegations in their entirety, contend they
4 complied with the law, and assert numerous affirmative defenses. Specifically, Defendants suggest
5 Signing Bonuses and/or On Sign Bonuses were not includable in the “regular rate of pay” and/or that
6 they properly considered all necessary items in the “regular rate of pay.” JDB Dec. ¶¶ 68-78. Perhaps
7 more importantly, Defendants contend they are entitled to offset any wage underpayments by voluntary
8 overpayments that were made throughout the Class Period. *Id.* ¶¶ 68-70, 72. Even if Defendants were
9 unsuccessful in their attempt to secure offset, they may be able to use the defense to erode the
10 willfulness necessary to underscore imposition of waiting time penalties, a significant component of the
11 potential liability. *Id.* ¶¶ 73-75. Defendants also contend wage statements technically comply with
12 Labor Code section 226(a) and there was no requisite injury suffered by any “technical” violations that
13 may have existed. *Id.* ¶¶ 77-78. Defendants also intended to contest class certification and seek
14 summary adjudication which, if successful, could have eviscerated Plaintiffs’ claims and/or
15 significantly reduced any possible recovery for the Settlement Class.

16 **E. Identifying the Claims, Marshalling the Evidence, Creating a Damages Model, and**
17 **Developing a Strategy for Mediation**

18 Through independent inquiry, research, formal and informal discovery, Class Counsel
19 thoroughly and diligently investigated and pursued the Class Claims. This process has included, but not
20 been limited to, (1) obtaining and reviewing Plaintiffs’ personnel files, payroll records, and time records
21 through formal and informal discovery; (2) researching Defendants, the scope of their operations (both
22 within and outside of California) and their relationship with one another; (3) identifying, researching,
23 and pleading the appropriate claims, including amending the Lawsuit to assert additional claims as they
24 ripened and/or were discovered; (4) exhausting administrative remedies; (5) identifying, requesting,
25 securing, and reviewing pertinent policies, practices, and procedures; (6) identifying, requesting, and
26 securing the payroll and time records for a statistically significant sampling of 10% of the Class
27 consisting of more than 82,000 line items of data; (7) propounding formal and informal discovery to
28 secure relevant policy documents and numerical information regarding the size of the class and the

1 scope of the claims, (8) retaining an expert to analyze the payroll and time data provided by Defendants
2 and personally conducting spot checks to ensure the accuracy of the damages calculations; (9)
3 researching and evaluating the scope of additional and/or previous actions and their potential impact on
4 the Class Claims; (10) creating a reliable damages model; (11) developing and implementing a strategy
5 for mediation and settlement; and (12) securing Plaintiff Salazar’s participation in order to ensure that
6 potential waiting time penalty claims would also be appropriately addressed through the Settlement.

7 JDB Dec. ¶ 14.

8 **F. Settlement Negotiations**

9 Between August 2021 and mediation in August 2023, through both formal and informal
10 discovery, Defendants provided critical numerical information, hundreds of pages of documents, and
11 time and payroll data for 315 putative class members. JDB Dec. ¶¶ 15-21, 23-26. Counsel investigated
12 applicable law as applied to the facts regarding Plaintiffs’ class claims, the defenses thereto, and the
13 damages and penalties potentially available. The Parties also spoke at length about the strengths and
14 weaknesses of each sides’ claims and defenses, the certifiability of potential class(es), and the scope of
15 Defendants’ potential liability. *Id.* ¶ 26 Plaintiffs retained an expert to examine the data and determine
16 the extent of exposure to Defendants. *Id.* ¶¶ 27-28, 45, 47-49, 51, 54.

17 On August 31, 2023, the Parties participated in good faith in arms’ length settlement discussions
18 at a remote mediation with Lisa Klerman, Esq. JDB Dec. ¶ 29. After the Parties reached an impasse
19 regarding the Class claims, Ms. Klerman made a mediator’s proposal that was ultimately accepted
20 September 8, 2023. *Id.* ¶¶ 32-33. On December 13, 2023, after months of further negotiations, the
21 Parties executed the Settlement Agreement. *Id.* ¶ 35, Exh. 1².

22 **G. This Court Granted Preliminary Approval of the Settlement.**

23 On March 22, 2024, this Court granted preliminary approval of the Settlement. Order Granting
24 in Part Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“PAO”).
25 (Dkt. 58). Having reviewed Plaintiffs’ Motion for Preliminary Approval, including supporting
26 documents, and the substantive terms of the Settlement, the Court (1) found the Class appropriate for

27 _____
28 ² There was no fraud or collusion at the mediation with Lisa Klerman or the in the subsequent settlement negotiations, all of which were adversarial and conducted at arms’ length. JDB Dec. ¶ 35.

1 preliminary and conditional certification under Federal Rules of Civil Procedure Rules 23(a) and 23(b),
2 subject to further review at the final fairness hearing, (2) found the Class Notice and manner of notice
3 proposed by Plaintiffs—after specific modifications—met the requirements of Rules 23(c)(2)(B), 23(e)
4 and due process; (3) found no evidence of collusion between the parties and that the SA “appears to be
5 the product of serious, informed, non-collusive negotiations; (4) found the proposed Settlement to
6 preliminarily appear fair, reasonable, and adequate; (5) preliminarily approved the PAGA allocation as
7 “fair and reasonable”; and (6) set a final approval hearing for September 10, 2024. PAO (Dkt. 58)
8 10:28-12:6, 13:13-20:14, 20:15-25:12, 21:22-22:8; Conclusion & Order ¶¶ 2-5, 12.

9 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

10 **A. Monetary Relief Under the Settlement**

11 Pursuant to the SA, Amazon will pay \$3,000,000 (“GSF”) to resolve all claims of Settlement
12 Class Members; \$2,900,000 is allocated to the Released Claims of Participating Settlement Class
13 Members and \$100,000 is allocated to resolve Released PAGA Claims of Settlement Class Members.
14 SA ¶¶ 14, 22, 40. The GSF does not include Employer-side Taxes, which will be separately paid by
15 Defendants, but will be deposited at the same time the GSF is funded. SA ¶¶ 13, 14, 40. After
16 deducting the costs of administering the Settlement, the PAGA Settlement Amount, Class
17 Representative Enhancement Payments to Plaintiffs, and the Class Counsel Award, \$1,827,500³ is
18 expected to be available for distribution to participating Settlement Class Members. SA ¶ 18; Admin.
19 Dec. ¶ 12. JDB Dec. ¶¶ 66, 90.

20 **B. Notice to Class**

21 The Class Notice was mailed to 3,331 Settlement Class Members on May 3, 2024. Admin.
22 Dec. ¶¶ 5-7. 67 Notice Packets were ultimately undeliverable to 67 individuals for a successful mail
23 rate of 97.99%. Admin. Dec. ¶¶ 8; Exh. B.

24 **C. Participation in the Settlement**

25 At this point, 3,329 Class Members are Participating Class Members; there are only 2 opt-outs
26 (less than 0.1 percent) and zero objectors. Admin. Dec. ¶ 10; JDB Dec. ¶ 99. Each Participating
27 _____

28 ³ This number is expected to actually be higher than \$1,827,500 as the Class Counsel actual costs are less than \$25,000 (not \$30,000) and the Administrator Costs are \$24,850 (not \$25,000). Admin Dec. ¶ 17.

1 Settlement Class Member is entitled to a share of the NSA based on the ratio of the number of
2 workweeks he/she worked during the Class Period divided by the total number of workweeks worked
3 by all Participating Settlement Class Members (those whose employment has ended will be credited
4 with four (4) additional workweeks). SA ¶¶ 15, 48. The average distribution to each Participating
5 Class Member is conservatively estimated to be \$548.96—the highest distribution to any Class Member
6 is expected to be a hefty \$1,561.77. Admin. Dec. ¶ 13.

7 **D. Scope Of Release And Final Judgment**

8 As of the Effective Date and Defendants’ full funding of the GSF, participating Settlement Class
9 Members shall forever and completely release and discharge Defendants and Released Parties from the
10 Released Claims.⁴ SA ¶¶ 28, 30.

11 Additionally, Plaintiffs, on behalf of themselves, the LWDA, and the Settlement Class, release
12 Defendants and Released Parties from the Released PAGA Claims.⁵ SA ¶ 29. The Released Claims
13 and Released PAGA Claims were narrowly tailored to track the factual basis of claims advanced and do
14 not include a Civil Code section 1542 waiver. JDB Dec. ¶ 81.

15 **E. Settlement Administration**

16 Plaintiffs seek approval of \$24,850 for the fees and costs of Atticus Administration, LLC. SA ¶
17 34; Admin. Dec. ¶ 17. This is actually less than what was anticipated at preliminary approval.

18 **F. Payment To The Lwda**

19 The Settlement contemplates a PAGA Payment of \$100,000, of which 75% (\$75,000) will be
20 paid to the LWDA and the remaining 25% (\$25,000) will be distributed to the PAGA Settlement
21

22 ⁴ Participating Settlement Class Members release Defendants and the Released Parties from all claims, actions, demands,
23 causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts
24 and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the
25 operative complaint, including without limitation claims for (1) failure to pay overtime under California Labor Code §§
26 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226 (a), (3) failure
27 to pay sick leave in violation of Labor Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203 ,
28 and (5) unlawful business practices under Unfair Competition Law including Business and Professions Code sections
17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period. SA ¶ 28.

⁵ The Released PAGA Claims are all claims for civil penalties pursuant to PAGA based on the facts and legal theories
asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint,
including without limitation PAGA claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194,
and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave
in violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201– 203. The period of
the Released PAGA Claims shall extend to the limits of the PAGA Period. SA ¶ 29.

1 Members. SA ¶ 22. In conjunction with moving for preliminary approval, Class Counsel provided
2 notice of the Settlement to the LWDA. The agency has not objected to or otherwise commented on the
3 Settlement terms, including the PAGA allocation. JDB Dec. ¶ 92, Exh. 3.

4 **G. Enhancement Payments To Plaintiffs**

5 Kryzhanovskiy will apply for an enhancement payment of \$10,000, or 0.33% of the GSF, in
6 conjunction with the Motion for Attorneys' Fees, Costs, and Class Representative Enhancement
7 Payments ("Fee Motion"), filed concurrently herewith. Salazar, who became involved later in the
8 litigation process, will apply for an enhancement payment of \$7,500, or 0.25% of the GSF. SA ¶¶ 7,
9 43. Class Members have been apprised of Plaintiffs' anticipated requests, the ability to review moving
10 papers on the Court's website and the Administrator's website, and the right to object—no objections
11 were raised. Admin Dec. ¶ 9, Ex. A; JDB Dec. ¶ 113.

12 **H. Class Counsel's Attorneys' Fees And Costs**

13 Through the separate Fee Motion, Class Counsel requests attorneys' fees in the amount of one-
14 third of the GSF or \$1,000,000, to be allocated 90% to Mayall Hurley, P.C. and 10% to the Law Office
15 of Mark S. Adams, as well as declared litigation costs of \$24,642.43. SA ¶¶ 2, 4, 42; JDB Dec. ¶¶ 121-
16 122, 151-153. Class Members were apprised of Class Counsel's expected request (though not advised
17 the request had been preliminarily approved, because it was not), the ability to review the moving
18 papers on the Court's and the Administrator's websites, and the right to object to the request if they so
19 desire. Admin. Dec., Exh. B. No one raised any objection, whatsoever. *Id.* ¶ 10.

20 **IV. FINAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

21 This Court must determine that certification of the Class is appropriate as a prerequisite to
22 granting final approval. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). As outlined in
23 support of preliminary approval, and reiterated below, the Class meets the certification requirements of
24 Rule 23(a) and Rule 23(b).

25 Courts have broad discretion to certify a class for purposes of settlement. *Zinser v. Accuflix*
26 *Research Inst., Inc.*, 253 F.3d 1180, 1186 (9th Cir. 2001); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th
27 1794, 1807 n. 19 (Cal. 1996). To be certified, a settlement class must satisfy all of the following: (1)
28 the individuals are so numerous that joinder would be impractical; (2) there is a commonality of interest

1 between plaintiff and the class members; (3) plaintiff's claims are typical of the claims of the class; and
2 (4) plaintiff and counsel will fully and adequately represent the interests of the settlement class
3 members. Fed. R. Civ. P. 23(a); Cal. Code. Civ. Proc. § 382; *Sav-on Drug Stores, Inc. v. Sup. Court*, 34
4 Cal.4th 319, 326-27 (2004). Under the federal rules, certification also requires establishment of one of
5 more of the bases outlined in Rule 23(b). This Court already found each of these criteria satisfied when
6 it evaluated the Class on preliminary approval. PAO at pp. 13:13-20:14. Since nothing has changed
7 about the scope of the Class or the nature of the claims asserted and resolved, certification in the context
8 of final approval is also proper and the arguments below will be succinct.

9 **A. The Settlement Class Satisfies FRCP 23(a) and (b)**

10 To be certified, a settlement class must meet the following criteria: (1) numerosity, (2) typicality
11 of the class representatives' claims, (3) adequacy of representation, (4) predominance of common
12 issues, and (5) superiority. Fed. R. Civ. P. 23(a); see also *Hanlon*, 150 F.3d 1019. Here, all of these
13 factors for certification of the Class are met.

14 **1. Rule 23(a)(1) Numerosity Remains Satisfied**

15 Numerosity is easily satisfied by the 3,329 Participating Class Members here. Admin Dec. ¶¶ 5,
16 10; *Rannis v. Recchia*, 380 Fed.Appx. 646, 651 (9th Cir. 2010) (generally recognizing class size above
17 40 satisfies numerosity); *Cervantez v. Celestica Corp.*, 253 F.R.D. 562, 569 (C.D. Cal. 2008). The
18 identities of the individual members of the Class are readily ascertainable because each worked for
19 Defendants and was identified through their employee and payroll records. SA ¶¶ 49(a); Admin Dec. ¶¶
20 5-6; *In re NJOY Consumer Class Action Litigation*, 120 F.Supp.3d 1050, 1091 (C.D. Cal. 2015).
21 Numerosity continues to be met.

22 **2. Rule 23(a)(2) Commonality Continues to Exist**

23 Whenever questions of law and fact common to the class exist, the commonality requirement is
24 satisfied. *Hanlon*, 150 F.3d 1019. Violation(s) alleged to result from facially unlawful written policies
25 or a system-wide practice are generally sufficient to underscore commonality. *Martin v. Sysco Corp.*,
26 325 F.R.D. 343, 352 (E.D. Cal. 2018); *Kamar v. Radio Shack Corp.*, 254 F.R.D. 387, 399 (C.D. Cal.
27 2008); *Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1032-1033 (Cal. 2012). Here, the claims of
28 Plaintiffs and Settlement Class Members all flow from a "common core of salient facts" in that they are

1 based on Defendants’ alleged uniform failure to include “other remuneration”—specifically Signing
2 Bonuses and/or On Sign Bonuses—when calculating overtime and redeemed sick pay, resultant failure
3 to timely pay all wages due and owing at separation, and derivative provision of uniform itemized wage
4 statements missing critical necessary information required by Labor Code section 226(a). JDB Dec. ¶¶
5 46, 51-53. The claims implicate myriad common questions, including whether the Signing Bonuses,
6 On Sign Bonuses, or other remuneration was required to be included in the regular rate, whether those
7 items were properly calculated when/if they were included (i.e. whether it was acceptable to credit On
8 Sign bonuses and true up related overtime every *other* pay period instead of weekly), and whether
9 Amazon is entitled to credits or setoffs for overpayments of wages made. JDB Dec. ¶¶ 65, 69-72.
10 Claims based on a regular rate theory, such as the ones asserted here, are routinely recognized to satisfy
11 the commonality requirement. *Clarke v. AMN Svcs., LLC*, 987 F.3d 848, 852, 858 (9th Cir. 2021);
12 *Gonzalez v. HUB Int’l Ltd.*, 2021 WL 3261634 * 7 (C.D. Cal. 2021); *Evans v. Wal-Mart Stores, Inc.*,
13 2019 WL 7169791 * 6-7 (C.D. Cal. 2019); *Vega v. Weatherford U.S.*, 2016 WL 8730720 * 6 (E.D. Cal.
14 2016). The commonality requirement continues to be met for the Settlement Class here.

15 **3. Rule 23(a)(3) Typicality Remains**

16 The typicality requirement is met if the named representatives’ claims are typical of those of the
17 class, though “they need not be substantially identical.” *Hanlon*, 150 F. 3d 1020. Each Plaintiff here
18 possesses the same claims arising out of alleged issues with Signing and On Sign Bonuses as the Class
19 because they arise from the same factual basis and are based upon the same legal theories. SA ¶ 91;
20 JDB Dec. ¶¶ 107-108; see also *Wehner v. Syntex Corp.*, 117 F.R.D. 641, 644 (N.D. Cal. 1987).
21 Plaintiffs each worked for Amazon during the Class Period, were subjected to the same uniform
22 policies, received a Signing Bonus and/or On Sign Bonus that was not included in her regular rate for
23 overtime and/or sick pay, and, if she were not serving as Class Representative, each would be a
24 member of the Settlement Class. As of execution of the Settlement, Plaintiff Kryzhanovskiy remained
25 employed by Amazon, while Plaintiff Salazar’s employment was over. JDB Dec. ¶¶ 14. As such,
26 Plaintiff Salazar also possessed the potential derivative waiting time penalty claim asserted. Plaintiff
27 Kryzhanovskiy now has that claim as well. *Id.* ¶ 5. Both Plaintiffs possess claims that are typical of
28 the Released Claims implicated by the Settlement.

1 **4. Rule 23(a)(4) Adequacy Endures**

2 In order for class certification to be proper, it must be shown the class representatives can and
3 will “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). “Resolution of
4 two questions determines legal adequacy: (1) do the named plaintiffs and their counsel have any
5 conflicts of interest with other class members and (2) will the named plaintiffs and their counsel
6 prosecute the action vigorously on behalf of the class?” *Hanlon*, 150 F.3d 1020; *Staton v. Boeing Co.*,
7 327 F.3d 938, 957 (9th Cir. 2003); *Lao v. H&M Hennes & Mauritz, L.P.*, 2018 WL 3753708 * 9 (N.D.
8 Cal. 2018). Here, neither Plaintiff has any adverse interests to the collective interests of Settlement
9 Class Members, each is a member of the Settlement Class, and the Class Representatives and Class
10 Counsel have and will vigorously pursue the collective best interests of the Class. JDB Dec. ¶¶ 107-
11 108.

12 As discussed and evaluated at the preliminary approval stage, while Kryzhanovskiy possessed
13 the unique Kryzhanovskiy Individual Claims that were negotiated and resolved separately from
14 Released Claims, such fact does not render her an inadequate representative. *Roberts v. Electrolux*
15 *Home Products, Inc.*, 2014 WL 4568632 *9 (C.D. Cal. 2014) (noting individual settlement amounts
16 paid to named class representatives for unique harms suffered did not undermine adequacy); *Campbell*
17 *v. Best Buy Stores, L.P.*, 2015 WL 12744268 * 5 (C.D. Cal. 2015). Foundationally, adequacy does not
18 preclude a class representative from having interests unique to or different from those of other Class
19 Members; only *adverse* interests are prohibited. *Dukes v. Wal-Mart Stores, Inc.*, 222 F.R.D. 137, 168
20 (9th Cir. 2004). It is routinely recognized that a class representative’s pursuit and settlement of
21 separate individual claims is not inherently incompatible with his/her adequate representation of class
22 interests. *Roberts*, 2014 WL 4568632 * 9. There is nothing inappropriate about Kryzhanovskiy’s
23 individual settlement here. The individual claims arose out of circumstances unique to
24 Kryzhanovskiy—namely alleged gender discrimination, gender pay inequity, retaliation, and failure to
25 timely provide records—that are *not* suitable for class treatment and are *not* within the scope of the
26 Released Claims. Kryzhanovskiy negotiated her individual claim separately from the Settlement,
27 although both claims were discussed at mediation. JDB Dec. ¶¶ 30, 33. Kryzhanovskiy did not attempt
28 to leverage the Class Claims to improve her individual settlement and the individual settlement, which

1 has already been satisfied, was *not* contingent on approval of the Settlement. *Id.* ¶ 33; SA ¶ 44. Class
2 Members were fully informed of the existence and settlement of the Kryzhanovskiy Individual Claims
3 and *no one objected* in any respect. Admin Dec. ¶ 13, Exh. B; *Hanlon*, 150. F.3d 1021.

4 Throughout this case Plaintiffs and Class Counsel have demonstrated their commitment to
5 vigorously prosecuting this lawsuit on behalf of the Class. Adequacy is further underscored by Class
6 Counsel’s experience in wage and hour cases and reflected in the substantial benefits they have and will
7 continue to confer upon Settlement Class Members through this litigation, including successfully
8 litigating and efficiently maneuvering this matter into Settlement and securing the substantial GSF.
9 JDB Dec. ¶¶ 114-118, 128-129. All of the Rule 23(a) requirements for certification are met.

10 **B. Common Issues Predominate and Classwide Treatment Remain Superior**

11 “In addition to meeting the conditions imposed by Rule 23(a), the parties seeking class
12 certification must also show that the action is maintainable under Fed. R. Civ. P. 23(b)(1), (2), or (3).”
13 *Hanlon*, 150 F.3d 1022. Rule 23(b)(3) outlines the propriety of class certification whenever common
14 questions of law and fact predominate over questions affecting only individual class members and class
15 action treatment is superior to other methods for fairly and efficiently adjudicating the controversy.
16 Fed. R. Civ. P. 23(b)(3). “The Rule 23(b)(3) predominance inquiry tests whether proposed classes are
17 sufficiently cohesive to warrant adjudication by representation.” Factually, the policies and practices
18 alleged to underscore the Class Claims apply class-wide and Amazon’s liability is determinable by
19 facts and applicable law common to all Settlement Class Members—common issues thus predominate.

20 There is similarly no question resolving the claims of Settlement Class Members through this
21 single action is superior to individual litigation or any alternative resolution methods that may exist.
22 The value of the claims to each individual Settlement Class Member is relatively insignificant—less
23 than \$5,000—and likely insufficient to incentivize individual action. *Wolin v. Jaguar Land Rover N.A.,*
24 *LLC*, 617 F.3d 1168, 1175-1176 (9th Cir. 2010); JDB Dec. ¶ 55. Such a small amount is not likely to
25 motivate individual representation and prosecution and may be cost-prohibitive for individual
26 Settlement Class Members to pursue. See *Leyva v. Medline Indus.*, 716 F.3d 510, 515 (9th Cir. 2013)
27 (recognizing claims worth less than \$10,000 are unlikely to be pursued individually); *In re Google LLC*
28 *Street View Electronic Communications Litigation*, 611 F.Supp.3d 872, 885 (N.D. Cal. 2020). The

1 danger of inconsistent rulings absent class-wide treatment further underscores class treatment is the
2 superior method for resolution. *Gonzalez v. Xtreme Manufacturing, LLC*, 2022 WL 14746411 * 9
3 (E.D. Cal. 2022). As this Court expressly recognized at preliminary approval, common issues
4 predominate and class treatment is far superior to 3,329 claims proceeding individually. PAO pp.
5 18:22-20:14.. Rule 23(b) remains satisfied.

6 **V. THE CLASS NOTICE WAS DISTRIBUTED IN ACCORDANCE WITH THE COURT'S**
7 **ORDER GRANTING PRELIMINARY APPROVAL.**

8 The Class Notice meets all of the requirements of procedural due process and Rule 23(e) by: (1)
9 identifying the Parties and describing the Class Claims in a straightforward manner; (2) succinctly
10 describing the essential terms of the Settlement, including the proposed Class Representative
11 Enhancement Payments and the amount Class Counsel will request for attorneys' fees and costs; (3)
12 clearly identifying the Released Claims and how the Class is impacted by the Release; (4) identifying the
13 Released Parties; (5) providing Class Members with information on potentially related cases and
14 specifically advising that rights in those cases may be implicated by the Settlement and participation in
15 the Settlement may foreclose participation in those matters; (6) explaining how to participate in, exclude
16 themselves from and/or object to the Settlement; (7) outlining applicable deadlines; (8) providing contact
17 information for the administrator, including identifying the toll-free phone hotline and settlement website
18 where Class Members can obtain more information; and (9) informing Class Members of the
19 consequences if they decide to exclude themselves, object, or participate. Admin Dec. Exh. B. In short,
20 the Class Notice provided Class Members all of the information necessary to make an informed decision
21 regarding the Settlement. E.g. *Roman Catholic Bishop of S.D. v. Readers Digest Assoc.*, 1994 WL
22 836334 * 1 (S.D. Cal. 1994) (function of class notice is to facilitate an informed choice).

23 On April 20, 2024, Defendants provided the Administrator with the Class List. Admin. Dec. ¶ 5.
24 On May 3, 2024, after updating the mailing addresses through the NCOA, Class Notices were mailed
25 via First Class Mail to 3,331 individuals. *Id.* ¶¶ 6-7. 270 total Class Notices were returned as
26 undeliverable; 243 were returned after the initial mailing and prior to the Response Deadline and 27
27 were not returned until after the Response Deadline. *Id.* ¶ 8. Eighteen (18) of the originally returned
28 Class Notices had a forwarding address and were remailed, the other 225 Class Notices initially returned

1 as undeliverable were subjected to skip-trace to identify an alternative address. *Ibid.* 198 were mailed
2 and 27 were undeliverable as no alternative address was identified. *Ibid.* 13 of the re-mailed notices
3 were returned a second time. To date, there are 67 total undeliverable Class Notices (27 returned where
4 no alternate address could be identified, 13 returned for a second time, and 27 returned after the
5 Response Deadline). *Ibid.* ¶ 9. This results in a satisfactory 97.99% successful mail rate. *Dorsette v. TA*
6 *Operating, LLC*, 2010 WL 11583002 * 5 (C.D. Cal. 2010) (92% successful mail rate acceptable).

7 **VI. THE CLASS HAS EXPRESSED ITS APPROVAL OF THE SETTLEMENT.**

8 The Class has shown overwhelming support of the Settlement. *Not one of the 3,329*
9 *Participating Class Members filed an objection and only 2 opted out.* Admin Dec. ¶¶ 10. Class
10 Counsel personally spoke to multiple Class Members, as well as plaintiff’s counsel in the related cases,
11 and *no one* expressed any concern with *any* of the Settlement terms or its overall propriety. JDB Dec. ¶¶
12 98, 103. This fact strongly supports final approval. E.g. *Chun-Hoon v. McKee Foods Corp.*, 716
13 F.Supp.2d 848, 852 (N.D. Cal. 2010).

14 **VII. FINAL APPROVAL OF THE SETTLEMENT SHOULD BE GRANTED**

15 **A. Legal Standards for Approval of Class Action Settlements**

16 A class action may not be dismissed, compromised or settled without Court approval. Fed. R.
17 Civ. P. 23(e). The decision to approve or reject a proposed settlement is committed to the Court’s sound
18 discretion. *Hanlon*, 150 F.3d 1026-27. Approval of a class settlement will not be overturned unless “the
19 terms of the agreement contain convincing indications that the incentives favoring pursuit of self-interest
20 rather than the class’s interests in fact influenced the outcome of the negotiations and that the district
21 court was wrong in concluding otherwise.” *Staton*, 327 F.3d 938 960.

22 **B. The Settlement Terms Remain Fair, Reasonable, and Adequate**

23 Law and public policy strongly favor settlement prior to trial, particularly in class actions where
24 substantial resources can be conserved by avoiding the time, expense, and rigors of litigation. *Churchill*
25 *Village, LLC v. Gen. Electric*, 361 F.3d 566, 576 (9th Cir. 2004); *In re Pacific Enterprises Securities*
26 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir.
27 1992); *Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229 (9th Cir. 1989). The Ninth Circuit has repeatedly
28 ruled that courts “put a good deal of stock in [class settlements that are] the product of arms-length, non-

1 collusive, negotiated resolution.” *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965 (9th Cir.
2 2009); *Hanlon*, 150 F.3d 1027. In fact, there is a presumption of fairness “if the settlement is
3 recommended by class counsel after arm’s-length bargaining.” *Wren v. RGIS Inventory Specialists*, 2011
4 WL 1230826 *6 (N.D. Cal 2011). To that end, the court’s inquiry “into what is otherwise a private
5 consensual agreement negotiated between parties to a lawsuit must be limited to the extent necessary to
6 reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
7 between, the negotiating parties, and that the settlement, taken as a whole is fair, reasonable and adequate
8 to all concerned”. *Officers for Justice v. Civil Svc. Comms’n of S.F.*, 688 F.2d 615, 626 (9th Cir. 1982).
9 Ultimately, a court’s “determination is nothing more than an ‘amalgam of delicate balancing, gross
10 approximations, and rough justice.’” *Nat’l Rural Telecomms. Coop. v. DirectTV, Inc.*, 221 F.R.D. 523,
11 526 (C.D. Cal. 2004) (citations omitted).

12 In passing on a class action settlement, a number of factors should be considered, including: (1)
13 the strength of the plaintiff’s case; (2) the risk, expense, complexity and likely duration of further
14 litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered; (5) the
15 extent of discovery completed and the procedural stage; (6) the experience and views of counsel; and (7)
16 the reaction of class members to the settlement. *Hanlon*, 150 F.3d at 1026; *Dunk*, 48 Cal.App.4th 1802.
17 The factors are non-exclusive, not all need be shown, and the court is free to engage in a balancing and
18 weighing of factors depending on the circumstances of each case. *Churchill Village*, 361 F.3d 576 n. 7;
19 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001). Accordingly, Courts have “wide
20 discretion in assessing the weight and applicability of each factor.” *Nat’l Rural Telecomms. Coop.*, 221
21 F.R.D. 526. Indeed, “one factor alone may prove determinative in finding sufficient grounds for court
22 approval.” *Id.* 525; *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993). All factors
23 support the Settlement here.

24 **1. The Class Received Adequate Notice of the Settlement.**

25 “[T]he class must be notified of a proposed settlement in a manner that does not systematically
26 leave any group without notice.” *Officers for Justice*, 688 F. 2d 624. Here, the Administrator fulfilled
27 its duties in distributing the Notice via first class mail and performing address traces to re-mail initially
28 undeliverable notices. As a result of these efforts, 3,264 Settlement Class Members were actually

1 delivered notice. Admin Dec. ¶ 8; *Dorsette*, 2010 WL 11583002 *5; *Four in One Co., Inc. v S.K. Foods*
2 *L.P.*, 2014 WL 4078232 *6 (E.D. Cal. 2014) (84% success rate acceptable). The Administrator and Class
3 Counsel took further steps to ensure the Class’ access to necessary information, including establishing a
4 toll-free number and settlement website, and answering Class Member questions. Admin. Dec. ¶ 9.

5 **2. The Strengths and Weaknesses of Class’ Claims and the Risks of Proceeding**
6 **with Litigation Strongly Support Final Approval.**

7 The Court should reaffirm its determination on preliminary approval that this Settlement is
8 fair, reasonable, and adequate in light of the relative strengths and weaknesses of the Released
9 Claims and the risks posed by continued litigation. Approval of a class settlement is proper when
10 “there are significant barriers plaintiffs must overcome in making their case.” *Chun-Hoon*, 716
11 F.Supp.2d 851 (possibility of decertification supports approval); see also *Rodriguez*, 563 F.3d 966
12 (difficulties and risks of litigating weigh in favor of class settlement approval).

13 While Class Counsel believes evidence exists from which the trier of fact could conclude
14 Amazon engaged in a pattern and practice of failing to properly include “other remuneration”, namely
15 Signing and On Sign Bonuses, when calculating the regular rate of pay for overtime/doubletime and
16 redeemed sick leave, and that such derelictions resulted in derivative failures to pay wages on separation
17 and provision of inaccurate wage statements, pursuit of the claims was not without risk. Defendants
18 asserts and would have continued to assert numerous legal and factual grounds to defend against the
19 Class Claims and/or certification of such claims, including, but not limited to, 1) that the Signing and On
20 Sign Bonuses were discretionary, 2) that the bonuses were properly included in the regular rate of pay
21 for overtime and sick leave, 3) that Defendants voluntarily overpaid certain wages and were entitled to
22 an offset of those overpayments against any underpayments to the Class, 4) that any net failures to pay
23 wages were not sufficiently willful to justify imposition of waiting time penalties, 5) that the wage
24 statements actually comply with the Labor Code, and 6) that no one was injured by any technical
25 omission on the wage statements. JDB Dec. ¶¶ 68-78. While Class Counsel is confident certification
26 and success on the merits could have been attained, continued litigation was guaranteed to be costly,
27 time consuming, and uncertain in outcome. By contrast, the Settlement ensures timely and substantial
28 monetary relief—an average actual distribution of \$548.96—particularly considering the narrow scope

1 of the Released Claims and is superior to other approved settlements raising similar claims. Balancing
2 the strengths and weaknesses of the Class Claims, combined with the risks of continued litigation,
3 weighs strongly in favor of final approval of the Settlement.

4 **3. The Expense and Duration of Further Litigation Favor Final Approval.**

5 “Settlement avoids the complexity, delay, risk and expense of continuing with the litigation and
6 will produce a prompt, certain, and substantial recovery for the Plaintiff class.” *Eddings v. Health Net,*
7 *Inc.*, 2013 WL 3013867, *3 (C.D. Cal. 2013) (internal citation and quotation omitted). Absent
8 settlement, significant additional litigation, including class member and Amazon-affiliated witness
9 depositions, a hotly contested motion for certification, an equally difficult motion for summary judgment,
10 likely appeals to rulings in favor of the Class, and a vigorous and lengthy trial were on the horizon.
11 Continued litigation would require Plaintiffs establish the bases for certification, classwide liability,
12 and then to present evidence regarding damages and penalties. Such efforts would likely be
13 protracted and extremely costly. Additional unforeseen costs, risks, and delays, including appellate
14 proceedings might also materialize. JDB Dec. ¶ 80. Even if Plaintiffs overcame all these obstacles
15 and obtained a judgment for the Class, the recovery might be less than the Settlement and would,
16 invariably, not occur for years. There is a significant advantage to receiving a substantial monetary
17 benefit now. This factor favors approval.

18 **4. The Monetary Benefits of the Settlement Support Final Approval**

19 The Settlement has and will result in substantial benefits to all Participating Settlement Class
20 Members, particularly in light of the strengths and risks attendant to the Released Claims. With the
21 help of an expert, performing individual calculations and spot checks to ensure the accuracy of those
22 results, and accounting for various litigation risks and the defenses and arguments of Defendants, Class
23 Counsel developed a damages model illustrating both Defendants’ maximum exposure and the realistic
24 potential recovery for the claims asserted by the Settlement Class. Under Class Counsel’s damages
25 model, Defendants face a maximum of \$6,046,937 in underpaid overtime and sick pay wages,
26 \$7,885,152 in statutory waiting time penalties, and \$1,932,500 in Labor Code section 226(e) penalties.
27 JDB Dec. at ¶¶ 48-54. In total, Defendants face \$15,864,589 in potential damages and statutory
28 penalties to the Class—the Settlement requires payment of nearly 20% of that *maximum* exposure

1 (nearly 50% of the value of the maximum wage loss is satisfied by the GSF). *Id.* ¶¶ 56-57. The *actual*
2 net recovery to Settlement Class Members provides over 30% (30.22%) of the *maximum wage loss*
3 Class Members incurred. *Id.* ¶ 67.

4 Because 100% success in litigation is unrealistic, Class Counsel also determined a reasonable,
5 but much more realistic estimate, for the potential recovery of the Class. Under this more measured
6 approach, Class Counsel (1) applied a one-third discount to the underpaid OT/DT claim to account for
7 the possibility that substantial offsets would be applied based on overpayments of wages to Class
8 Members in other contexts (including overpayments in connection with On Sign Bonuses because those
9 bonuses were factored into OT/DT whenever they were actually paid [every other period] and since the
10 value of each payment was twice the workweek value of the proportional bonus share, it often resulted
11 in substantial overpayments), leaving \$3,403,048; (2) applied no discount to the sick pay claim, leaving
12 \$942,365; (3) applied a 50% discount to the waiting time penalty claim to account for the potential that
13 some of the Class Members who are also former employees would be unable to demonstrate any
14 compensable wages that were actually unpaid during employment, leaving \$3,942,576, (4) applied a
15 25% discount to the wage statement claim to account for the potential that injury could not be
16 demonstrated for derivative violations and due to the technical nature of the alleged deficiencies in the
17 wage statements, leaving \$1,449,375. JDB Dec. ¶ 61.

18 The GSF represents a cognizable 29.78% of Defendants' realistic exposure (66.67% of the
19 realistic wage loss incurred is being recouped); 18.76% *actual net recovery* to the Class. JDB Dec. ¶¶
20 63-64, 66. Settlement Class Members will be *actually distributed* more than 40% of their realistic wage
21 loss. *Id.* ¶ 67. This is an extremely positive result and district courts often find less favorable
22 settlements fair and reasonable, especially when taking into account the uncertainties involved with
23 litigation. See e.g., *Rodriguez*, 563 F.3d 965 (approving settlement amounting to 30% of the realistic
24 damages estimated by the class expert; court noted that even if the plaintiffs were entitled to treble
25 damages the settlement would be approximately 10% of estimated damages); *In re Mego Fin. Corp. Sec.*
26 *Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (settlement equal to 16.67% of potential recovery was fair).
27 Indeed, "it is well-settled law that a cash settlement amounting to only a fraction of the potential
28 recovery does not . . . render the settlement inadequate or unfair." *Officers for Justice*, 688 F.2d 628. Of

1 course, “the very essence of a settlement is compromise, ‘a yielding of absolutes and an abandoning of
2 highest hopes.’” *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998). As such, “[t]he
3 fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and
4 of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” *Id.* .

5 While it is generally accepted that “[t]he most important factor is the strength of the case for
6 plaintiffs on the merits, balanced against the amount offered in settlement,” a court must be mindful that
7 its function is limited solely to determining whether the settlement falls within the range of acceptable
8 under the circumstances. *Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal.App.4th 399, 407-409
9 (2010). Indeed, “[t]he proposed settlement is not to be judged against a hypothetical or speculative
10 measure of what might have been achieved had plaintiffs prevailed at trial,” The fact “the settlement
11 could have been better . . . does not mean the settlement presented was not fair, reasonable or adequate.”
12 *Hanlon*, 150 F.3d 1027. A Settlement that provides a gross recovery amount of 30% of the Class’
13 realistic recovery (penalties and damages) and *actual* net recovery of over 40% of the maximum damages
14 (wage loss) incurred, particularly when balanced against the uncertainty and protracted nature of
15 continued litigation, is undoubtedly a fair, reasonable, and adequate result worthy of final approval.

16 **5. The Settlement Was Negotiated After Comprehensive Information**
17 **Exchange And A Thorough Investigation of The Issues**

18 Courts look to the amount of exchanged information to determine whether the parties made
19 an informed decision to settle. *Linney*, 151 F.3d 1234. Prior to engaging in any settlement
20 discussions here, Plaintiffs and Class Counsel engaged in motion practice, propounded formal written
21 discovery, informally received the time and payroll records of 315 Settlement Class Members, and
22 engaged an expert to assist in analyzing the data and assessing damages/penalty exposure. JDB Dec. ¶¶
23 14-28. There is no question “meaningful discovery” was completed and Class Counsel had sufficient
24 information to fully evaluate the claims and make competent, informed decisions regarding the benefits
25 and burdens of continued litigation versus settlement. *In re Heritage Bond Litig*, 2004 WL 7339813 *3
26 (C.D. Cal. 2004). The comprehensive amount of information available and evaluated prior Settlement
27 operates in favor of final approval.

28 ///

1 **6. The Settlement Resulted From Non-Collusive, Arm’s Length Negotiations**

2 As this Court previously recognized at preliminary approval, it “appears that the Settlement has
3 been reached as a result of intensive, serious, and non-collusive arms-length negotiations, and was
4 entered into in good faith.” PAO p. 39:13-14. Underscoring that point, Settlement in this matter was
5 only reached after a full-day mediation, provision of a mediator’s proposal at the end of that session,
6 and months of additional discussion thereafter. See *In re Apple Computer, Inc. Derivative Litig.*, 2008
7 WL 4820784 * 3 (N.D. Cal. 2008). Ms. Klerman’s involvement in the negotiation process as a neutral
8 mediator “weighs considerably against any inference of a collusive settlement.” *Ibid.* The adversarial
9 and protracted nature of the negotiation process further supports the fairness, adequacy, and
10 reasonableness of the Settlement. Class Counsel’s extensive experience in wage and hour class action
11 matters and opinion regarding the propriety of the Settlement also weighs strongly in favor of its
12 approval. JDB Dec. ¶¶ 65, 79, 116-118; *Bellinghausen v Tractor Supply Co.*, 306 F.R.D. 245, 257
13 (N.D. Cal. 2015).

14 **7. The Settlement is Supported by Skilled and Experienced Class Counsel.**

15 “‘Great weight’ is accorded to the recommendation of counsel, who are most closely acquainted
16 with the facts of the underlying litigation. This is because ‘[p]arties represented by competent counsel
17 are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome
18 in the litigation.’ Thus, ‘the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute
19 its own judgment for that of counsel.’” *Nat’l Rural Telecomms. Coop.*, 221 F.R.D. 528.

20 Class Counsel, having demonstrated a high degree of competence in the litigation of this case and
21 numerous other employment class actions and PAGA representative actions, strongly believe the
22 proposed Settlement properly balances the realistic monetary relief available to the Settlement Class
23 against the magnitude of the risks of continued litigation and thus is a fair, adequate, and reasonable
24 resolution. JDB Dec. ¶¶ 65, 79; *In re Wachovia Corp. “Pick-A-Payment” Mortgage Mktg. & Sales*
25 *Practices Litig.*, 2011 WL 1877630, *3 (N.D. Cal. 2011) (approving settlement based upon belief of
26 “Plaintiffs’ counsel, who are experienced attorneys . . . that the settlement is extremely favorable to the
27 class”). This factor further favors approval.

28 ///

1 **8. The Absence of Any Objections And Limited Opt-Outs Supports Approval.**

2 Multiple courts make clear that the number or percentage of class members who object to or
3 opt out of a settlement is a factor of great significance and that “the absence of a large number of
4 objections to a proposed class action settlement raises a strong presumption that the terms of a proposed
5 class action settlement are favorable to the class members.” *Nat’l Rural Telecomms. Coop.*, 221 F.R.D.
6 528-29. Indeed, “[t]he absence of any objector strongly supports the fairness, reasonableness, and
7 adequacy of the settlement.” *Williams v. Costco Wholesale Corp.*, 2010 WL 2721452 *5 (S.D. Cal.
8 2010). Here, **not one of the 3,331 Class Members objected to the Settlement and only two elected to**
9 **opt-out**. Admin. Dec. ¶ 10. Class Counsel has also not received contact from anyone expressing any
10 concern whatsoever over the terms of the Settlement. JDB Dec. ¶¶ 98, 102. This overwhelming
11 support weighs strongly in favor of final approval.

12 Each of the relevant factors weighs in favor of granting final approval and facilitating
13 distribution of the average \$548.96 to each Participating Class Member—the Class Members’
14 uniformly positive reaction emphasizes a conclusion the Settlement is fair, adequate, and reasonable.

15 **C. The PAGA Payment is Reasonable**

16 The Settlement contemplates \$100,000 allocated to PAGA claims. 75% (\$75,000) will be paid
17 to the LWDA and the remaining 25% (\$25,000) will be distributed on a pro rata basis to PAGA
18 Settlement Members, regardless of whether they opt out of the Class Settlement. SA ¶¶ 16, 22-23, 46,
19 49. The Parties negotiated this resolution in good faith, intending to ensure it serves the deterrent and
20 punitive purposes of the PAGA. JDB Dec. ¶ 89. The allocation proposed in the Settlement is within
21 the range of 0% and 2% approved by state and federal courts in other hybrid class action/PAGA cases.⁶
22 The LWDA was notified of the Settlement as required by law and has not raised any objection to or
23 concern with the allocation. JDB Dec. ¶ 92; Exh. 2.

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26 ⁶ See, e.g., *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504 (2018) (trial court reduced the maximum PAGA penalty by
27 90% after Plaintiff prevailed at trial because of the employer’s good faith attempt at complying with the law); *Nordstrom*
28 *Comm’n Cases*, 186 Cal.App.4th 576, 589 (2010) (approving a PAGA settlement allocating \$0 to the LWDA); *Hopson v.*
Hanesbrands, Inc., 2008 WL 338542 *1 (N.D. Cal. 2008) (approving PAGA settlement of .03% or \$1,500); *In re M.L. Stern*
Overtime Litig., 2009 WL 995864 *1 (S.D. Cal. 2009) (approving PAGA Settlement of 2% or \$20,000); *Munoz v. UPS*
Ground Freight, Inc., 2009 WL 1626376 *1 (N.D. Cal. 2009) (approving PAGA settlement of 2% or \$60,000).

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

LEILANI KRYZHANOVSKIY and
PATRICIA SALAZAR, individually, on
behalf of all others similarly situated, and as a
proxy for the LWDA,

Plaintiffs,

v.

AMAZON.COM SERVICES, INC., a
Delaware corporation; AMAZON.COM
SERVICES, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

Case No.: 2:21-cv-01292-BAM

DECLARATION OF BRYN BRIDLEY RE
DISSEMINATION OF CLASS NOTICE
AND SETTLEMENT ADMINISTRATION

I, BRYN BRIDLEY, do hereby declare as follows:

1. I am the Vice President of Business Development at Atticus Administration, LLC (“Atticus”), a firm providing class action and claims administration services. My business address is 1295 Northland Drive Suite 160, St. Paul, Minnesota 55120. My telephone number is 612-383-2505 I have extensive experience with class action notice and claims administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement with the above-captioned action and if called upon to testify to such, I could and would competently do so.

1 2. Atticus is the Settlement Administrator for the above-captioned action and is
2 responsible for carrying out the terms of the Class Action Settlement Agreement and Release
3 (“Settlement Agreement”) as ordered by the Court in its *Order Granting in Part Plaintiffs’*
4 *Unopposed Motion for Preliminary Approval of Class Action Settlement* (“Preliminary Order”)
5 dated March 22, 2024.¹ Atticus’s duties include: (a) dissemination of the Class Action Fairness
6 Act Notice (“CAFA Notice”), (b) preparing, printing, and mailing of the Notice of Pendency of
7 Class Action, Preliminary Approval of Settlement, and Hearing for Final Approval (“Class
8 Notice” or “Notice”) and tracking and re-mailing where necessary, (c) tracking of and handling,
9 with the assistance of counsel, objections and disputes, (d) drafting and mailing settlement
10 award checks, and (e) for such other tasks as the Parties mutually agree or the Court orders
11 Atticus to perform.

12 3. I submit this declaration to inform the Parties and the Court of the administration
13 activities completed with respect for this action. This declaration describes: (i) dissemination of
14 the CAFA Notice, (ii) dissemination of the Class Notice, (iii) the settlement website and toll-
15 free information line, (iv) opt outs and objections received, (v) estimated Individual Settlement
16 and PAGA Payments, and (vi) administration costs.

17 **I. CAFA NOTICE**

18 4. On May 29, 2024, Atticus sent the CAFA Notice to relevant state and federal
19 officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715. The CAFA Notice was
20 sent vis U.S. Priority Mail or email to the Attorneys General of each state and territory and to
21 the United States Attorney General. The CAFA Notice included a cover letter accompanied by a
22 CD-Rom that contained the (a) Class and Representative Action Complaint and the first and
23 second amendments thereto, (b) Memorandum of Points and Authorities in support of
24 preliminary approval, (c) Motion for Preliminary Approval, (d) Class Notice, (e) Settlement
25 Agreement, (f) Preliminary Approval Order, (g) a list of Class Members residing in respective
26

27 _____
28 ¹ This declaration includes the same defined terms as used in the Class Action Settlement Agreement and Release.

1 state, and (h) Settlement Agreement and Release between Plaintiff and Defendants. A true and
2 correct copy of the cover letter enclosed in the CAFA Packet with the delivery report is attached
3 hereto as **Exhibit A**.

4 **II. CLASS NOTICE**

5 5. In accordance with Section III, ¶ 53 of the Settlement Agreement, on April 20,
6 2024, Atticus received the class list from Defense Counsel that included the name, address,
7 telephone number, employee identification number, social security number, dates of
8 employment, workweeks from July 22, 2017 through November 7, 2023 (“Class Period”),
9 workweeks from August 20, 2020 through November 7, 2023 (“PAGA Period”), and the
10 number of workweeks for purposes of calculating the Individual and PAGA Settlement
11 Payments (“Class List”). Atticus reviewed the data and found no missing or incomplete
12 information. The final Class List included 3,331 Class Members, 2,366 of whom were also
13 PAGA Settlement Members. These 3,331 Class Members worked 157, 947 workweeks during
14 the Class Period. PAGA Settlement Members worked 89,890 pay periods during the PAGA
15 Period. The escalator clause was not activated..

16 6. Prior to mailing the Class Notice, the Class List was processed through the
17 National Change of Address database maintained by the United States Postal Service (“USPS”).
18 This process updates addresses for individuals that have moved within the last four (4) years
19 and who have filed a change of address card with the USPS.

20 7. On May 3, 2024, the Class Notice was sent by U.S. first-class mail to all
21 members of the Settlement Class. A true and correct copy of the Class Notice is attached hereto
22 as **Exhibit B**.

23 8. Two hundred seventy (270) Class Notices were returned to Atticus as
24 undeliverable. Eighteen (18) of the returned Class Notices included forwarding information and
25

1 were promptly remailed to the forwarding addresses provided by the USPS in accordance with
2 Section III, ¶ 55 of the Settlement Agreement. Two hundred twenty-five (225) of the returned
3 mail records were sent to a professional service for address tracing. New addresses were
4 obtained for 198 of the undeliverable records and were not obtained for 27 records. Notices
5 were promptly remailed to 198 addresses obtained via skip-trace. Thirteen (13) of the remailed
6 Class Notices were returned a second time and 27 undeliverable Class Notice records were not
7 traced because they were received after the Response Deadline. These 27 undeliverable records,
8 and any additional Class Member records with undeliverable mail on record will be retraced
9 prior to the distribution of Individual and PAGA Settlement Payments. As such, 3,264, or
10 97.99%, of Class Notices were successfully mailed Class and PAGA members.

11
12 **III. SETTLEMENT WEBSITE AND TOLL-FREE TELEPHONE NUMBER**

13 9. Atticus obtained the URL www.SigningBonusSettlement.com to host content
14 related to the settlement including (1) the Settlement Agreement, (2) Class Notice,
15 (3) Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, and
16 (4) the Order granting Plaintiff's Unopposed Motion. In addition, the website includes access to
17 important dates and deadlines, legal documents filed with the Court, answers to frequently
18 asked questions about the Settlement Agreement, and Atticus' contact information. The site was
19 launched in conjunction with the Class Notice mailing. The URL address was printed in the
20 mailed Class Notice. The website has been fully operational since its inception and will remain
21 available until settlement administration concludes. The site has received 2,843 visits to date.
22 The toll-free number, 1-888-234-7088 managed by Atticus was also printed in the Class Notice
23 and allowed Class Members an additional way to obtain answers to settlement questions.
24 Atticus has received two (2) calls on the toll-free line.
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1 **IV. OPT OUTS AND OBJECTIONS**

2 10. Class Members who did not want to participate in the settlement were allowed to
3 exclude themselves or “opt-out” in accordance with the requirements detailed in the Class
4 Notice and Section III, ¶ 58 of the Settlement Agreement. Requests for Exclusion had to be
5 postmarked or otherwise received by Atticus no later than June 17, 2024. Atticus received three
6 (3) exclusion requests, two (2) of which were timely and valid requests. The third opt-out
7 received by Valentin Sergeev, was postmarked on July 9, 2024, and therefore untimely. The two
8 (2) Class Members, Leonardo Jimenez and Jesus Ocegueda, Jr., who submitted valid exclusion
9 requests will receive Individual PAGA Payments but will not receive Individual Settlement
10 Payments following final approval of the settlement.
11

12 Class Members who were dissatisfied with the terms of the Settlement Agreement also
13 had the right to submit a written objection for the Court’s consideration by no later than June
14 17, 2024. Atticus did not receive any objections to the Settlement.
15

16 **V. CLASS AND PAGA PAYMENTS**

17 11. In accordance with Section III, ¶ 67 of the Settlement Agreement, Individual
18 Class Payments and Individual PAGA Payments will be distributed within 21 calendar days of
19 the Funding Date, which is 30 days after the Effective Date following final approval of the
20 Settlement. Payments will include a 180-day expiration date. Individual Settlement Payments to
21 Participating Settlement Class Members will be treated 50% as wages and 50% to interest and
22 penalties. Individual PAGA Payments will be reported entirely as non-wage payments. IRS
23 Forms 1099 and W-2 will accompany the mailed payments. All unclaimed funds will be
24 directed to the California State Controller’s office and held in the names of the individuals who
25 don’t cash their checks.
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1 12. Each Class Member's Class Notice included their respective overtime and
2 double time workweeks worked during the Class Period and their estimated Individual
3 Settlement Payment. To calculate the estimated Individual Settlement Payment amounts, the
4 Gross Settlement Amount (\$3,000,000) was reduced by the amounts anticipated by the
5 Settlement Agreement for the Class Representative Enhancement Payments (\$17,500), PAGA
6 Settlement Amount (\$100,000), Settlement Administration Costs (\$25,000), and Class
7 Counsel's Attorneys' Fees and Costs (\$1,030,000), to establish the Net Settlement Amount
8 (\$1,827,500) used to calculate estimated Individual Settlement Payments.
9

10 13. Estimated Individual Class Payments were apportioned on a pro rata basis
11 assuming 100% Settlement Class participation. Each Class Member was allocated funds
12 according to the number of weeks worked during the Class Period(s) proportionate to the total
13 weeks worked by all Class Members. A total of 1,532 Class Members whose employment with
14 Defendant ended by November 7, 2023 were allocated four (4) additional weeks worked for
15 purposes of calculating their proportional Individual Settlement Payment. The highest estimated
16 Individual Class Payment was \$1,561.77, and the estimated average award amount was \$548.96
17

18 14. In accordance with Section III, ¶ 49 of the Settlement Agreement, estimated
19 Individual PAGA Payments were determined according to the number of workweeks each
20 PAGA Settlement Member worked during the PAGA Period relative to the total number of
21 weeks worked by all PAGA Settlement Members. If the Court approves the \$100,000 PAGA
22 Settlement Amount, the LWDA will receive a payment of \$75,000 and the remaining \$25,000
23 will be distributed to PAGA Settlement Members. The highest estimated Individual PAGA
24 Payment was \$26.90, and the estimated average award amount was \$10.57.
25

26 15. Upon the Court's entry of a Final Approval Order, Atticus will recalculate the
27 Individual Class Payments to account for the Court-approved award amounts to be deducted
28

1 from the Gross Settlement Amount and those Class Members who submitted valid Requests for
2 Exclusion, increasing the actual awards owed to Participating Class Members. Individual
3 PAGA Payments will be recalculated, if necessary, according to the Court approved PAGA
4 Settlement Amount.

5 **VI. ADMINISTRATION COSTS**

6
7 16. Atticus agreed to administer the settlement for \$24,850.

8
9 **I certify under penalty of perjury under the laws of the State of California and of**
10 **the United States that the foregoing is true and correct. This declaration was executed on**
11 **the 6th day of August 2024 in Saint Paul, Minnesota.**


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15 A handwritten signature in black ink, appearing to read 'Bryn Bridley', is written over a printed name. The signature is stylized and somewhat illegible due to overlapping loops and lines.
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EXHIBIT A



May 29, 2024

VIA U.S. PRIORITY MAIL

«Full_Name»

«Title»

«Address_Line_1» «Address_2»

«City» «Contact_for_AG_officesState_1» «Zip»

Re: **Class Action Fairness Act Notice**

Leilani Kryzhanovskiy & Patricia Salazar v Amazon.com Services, Inc., Amazon.com Services, LLC

United States District Court

Eastern District of California

Case No.: 2:21-cv-01292-BAM

Dear Sir or Madam,

Atticus Administration, LLC has been retained as the third-party Settlement Administrator in a putative class action lawsuit in the above-references class action (the “Action”) pending in the United States District Court for the Eastern District of California. The parties have proposed to settle the claims asserted in the Action with the terms of a Settlement Agreement which was preliminarily approved by the Court on March 22, 2024.

This notice of a proposed settlement is being provided to you in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715. The enclosed CD-ROM, the contents of which are identified below, includes all of the materials requested under the statute.

Contents of the Enclosed CD-ROM

1. The following complaints (Attachment 1):
 - a. *Kryzhanovskiy v. Amazon.com Services, Inc. et al.*, Class and Representative Action Complaint filed July 22, 2021 in the United States District Court for the Eastern District of California (Case No. 2:21-cv-01292-MCE-KJN);
 - b. *Kryzhanovskiy v. Amazon.com Services, Inc. et al.*, First Amended Class and Representative Action Complaint filed August 20, 2021 (Case No. 2:21-cv-01292-MCE-KJN);
 - c. *Kryzhanovskiy et al. v. Amazon.com Services, Inc. et al.*, Second Amended Class and Representative Action Complaint filed on November 29, 2023 (Case No. 2:21-cv-01292-BAM)



2. Memorandum of Points and Authorities in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (Attachment 2)
3. Notice of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (Attachment 3)
4. Notice of Pendency of Class Action, Preliminary Approval of Settlement, and Hearing for Final Approval (Attachment 4)
5. Class Action Settlement Agreement and Release (Attachment 5)
6. Order Granting in Part Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (Attachment 6)
7. List of Class Members Residing in State (Attachment 7)
8. Settlement Agreement and Release contemporaneously made between Plaintiff Kryzhanovskiy and Defendants Amazon.com Services Inc. and Amazon.com Services LLC (Attachment 8)

At this time, no written judicial opinions have been issued in this action relating to the materials described in 28 U.S.C. § 1715(b) (3)-(6) regarding any proposed or final notification to the Class Members, any proposed or final class action settlement, any settlement or other contemporaneous agreement, or final judgment or notice of dismissal. The Court has scheduled a Final Approval Hearing for 9:00 a.m. on September 10, 2024.

Any materials relating to the proposed settlement that are filed after the service of this notice can be found by visiting the Public Access to Court Electronic Records website at <https://pacer.uscourts.gov/> using the case name *Kryzhanovskiy et al. v. Amazon.com*, Case No. Case No. 2:21-cv-01292-BAM.

If you are unable to access any of the information included on the enclosed CD or if you have any questions regarding the proposed settlement, kindly contact counsel for the Defendant(s), Nasim Khansari via email nkhansari@gibsondunn.com or phone 213.229.7981, at your earliest convenience.

Kind Regards,

Office of the Settlement Administrator

Enclosure – CD-ROM

Recipient	Company	Tracking Number	Status	Ship Date	Tracking Status
Bridget Hill	Wyoming Attorney General	9400136105536136767849	Purchased	5/29/24	Delivered
Patrick Morrisey	West Virginia Attorney General	9400136105536136767436	Purchased	5/29/24	Delivered
Josh Kaul	Wisconsin Attorney General	9400136105536136767085	Purchased	5/29/24	Delivered
Bob Ferguson	Washington Attorney General	9400136105536136766675	Purchased	5/29/24	Delivered
Jason Miyares	Virginia Attorney General	9400136105536136766279	Purchased	5/29/24	Delivered
Sean Reyes	Office of the Utah Attorney General	9400136105536136765944	Purchased	5/29/24	Delivered
Ken Paxton	Office of the Texas Attorney General	9400136105536136765586	Purchased	5/29/24	Delivered
Jonathan Skrmetti	TN AG & Reporter	9400136105536136765128	Purchased	5/29/24	Delivered
Marty Jackley	South Dakota Attorney General	9400136105536136764718	Purchased	5/29/24	Delivered
Alan Wilson	South Carolina Attorney General	9400136105536136768167	Purchased	5/29/24	Delivered
Peter F. Neronha	Rhode Island Office of the Attorney General	9400136105536136767825	Purchased	5/29/24	In Transit
Michelle A. Henry	Pennsylvania Office of Attorney General	9400136105536136767344	Purchased	5/29/24	Delivered
Ellen F. Rosenblum	Oregon Attorney General	9400136105536136767047	Purchased	5/29/24	Delivered
Gentner Drummond	Oklahoma Attorney General	9400136105536136766651	Purchased	5/29/24	Delivered
Dave Yost	Ohio Attorney General	9400136105536136766224	Purchased	5/29/24	Delivered
Letitia James	Office of the NY AG	9400136105536136765883	Purchased	5/29/24	Delivered
Raul Torrez	New Mexico Attorney General	9400136105536136765517	Purchased	5/29/24	Delivered
Matthew J. Platkin	New Jersey Attorney General	9400136105536136765135	Purchased	5/29/24	Delivered
Doug Peterson	Nebraska Attorney General	9400136105536136764756	Purchased	5/29/24	Delivered
Josh Stein	North Carolina Attorney General	9400136105536136764428	Purchased	5/29/24	Delivered
Andrew Bailey	Missouri Attorney General	9400136105536136767795	Purchased	5/29/24	Delivered
Keith Ellison	Office of the Minnesota Attorney General	9400136105536136767399	Purchased	5/29/24	Out for Delivery
Dana Nessel	Michigan Attorney General	9400136105536136767061	Purchased	5/29/24	Delivered
Aaron Frey	Office of the Maine Attorney General	9400136105536136766668	Purchased	5/29/24	Delivered
Anthony G. Brown	Maryland Attorney General	9400136105536136766262	Purchased	5/29/24	Delivered
Andrea Campbell	Office of the MA AG	9400136105536136765913	Purchased	5/29/24	Delivered
Liz Murrill	Louisiana Attorney General	9400136105536136765555	Purchased	5/29/24	Delivered
Russel Coleman	Office of the Kentucky Attorney General	9400136105536136765173	Purchased	5/29/24	Delivered
Kris Kobach	Kansas Attorney General	9400136105536136764787	Purchased	5/29/24	Delivered
Todd Rokita	Office of the Indiana Attorney General	9400136105536136764442	Purchased	5/29/24	Delivered
Kwame Raoul	Illinois Attorney General	9400136105536136764046	Purchased	5/29/24	Delivered
Raul Labrador	Office of the Idaho Attorney General	9400136105536136767597	Purchased	5/29/24	Delivered
Brenna Bird	Office of the Iowa Attorney General	9400136105536136767269	Purchased	5/29/24	Delivered
Anne E. Lopez	Department of the Hawaii Attorney General	9400136105536136766880	Purchased	5/29/24	Delivered
Chris Carr	Georgia Attorney General	9400136105536136766408	Purchased	5/29/24	Delivered
Ashley Moody	Office of the Florida Attorney General	9400136105536136766026	Purchased	5/29/24	Delivered
Brian Schwalb	District of Columbia Attorney General	9400136105536136765777	Purchased	5/29/24	Delivered
Merrick B. Garland	Attorney General of the United States	9400136105536136765401	Purchased	5/29/24	Delivered
Phil Weiser	Colorado Attorney General	9400136105536136765036	Purchased	5/29/24	Delivered
Rob Bonta	Office of the California Attorney General	9400136105536136764664	Purchased	5/29/24	Delivered
Tim Griffin	Arkansas Attorney General	9400136105536136764350	Purchased	5/29/24	Delivered
Steve Marshall	Alabama Attorney General	9400136105536136763995	Purchased	5/29/24	Delivered

EXHIBIT B



<<barcode text>>

CLAIMANT ID: <<Claimant ID>> SEQ ID: <<SEQ ID>>
<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>> <<ADD ADDRESS 2>>
<<CITY>> <<STATE>> << ZIP>>

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR, individually and on behalf of all others similarly situated and as a proxy for the LWDA,

Plaintiffs,

v.

AMAZON.COM SERVICES, INC., a Delaware corporation; AMAZON.COM SERVICES, LLC, a Delaware limited liability company; and DOES 1-100, inclusive,

Defendants.

CASE NO. 2:21-cv-01292-BAM

NOTICE OF PENDENCY OF CLASS ACTION, PRELIMINARY APPROVAL OF SETTLEMENT, AND HEARING FOR FINAL APPROVAL

IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. YOU ARE NOT BEING SUED.

TO: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF DEFENDANTS IN CALIFORNIA BETWEEN JULY 22, 2017 AND NOVEMBER 7, 2023 WHO RECEIVED A SIGNING AND/OR ON SIGN BONUS IN THE SAME WORKWEEK HE/SHE WORKED OVERTIME, INCLUDING DOUBLE TIME

RE: Notice of Settlement of a class action lawsuit for alleged Labor Code violations and announcement of a court hearing that you may choose to attend. You are entitled to receive a payment under the terms of this class action Settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will receive a payment under the terms of the Settlement.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an “opt-out.” If you opt out, you will not be bound by the Settlement and will not receive a payment.
OBJECT	You may write to the Court, Class Counsel, and Defendants’ Counsel about why you do not like the Settlement. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
GO TO A HEARING	Write to the Court, Class Counsel, and Defendants’ Counsel and ask to speak to the Court about why you do not like the Settlement, or write to Class Counsel to obtain instructions about how to attend the remote Final Approval Hearing.

YOUR OPTIONS ARE MORE FULLY EXPLAINED BELOW.**THE DEADLINE TO OPT-OUT OR OBJECT TO THE SETTLEMENT IS JUNE 17, 2024.****1. WHY DID I RECEIVE THIS NOTICE?**

Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar (“Plaintiffs”) and Defendants Amazon.com Services, Inc. and Amazon.com Services, LLC (“Defendants” or “Amazon”, collectively with Plaintiff, the “Parties”) have proposed to settle this class action lawsuit. Your employment records indicate that you are a member of the Settlement Class. If the Court approves the Settlement, your legal rights may be affected. This Court-approved Notice of Pendency of Class Action, Preliminary Approval of Settlement, and Hearing for Final Approval (“Notice”) is only a summary. A more detailed document, called the “Class Action Settlement Agreement and Release” (the “Settlement”), containing the complete terms is on file with the Court as part of the motion for preliminary approval, and is available for your review on the Court’s website and on the website relating to this Class Action that is maintained by the Settlement Administrator.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Kryzhanovskiy initially filed this lawsuit against Defendants on July 22, 2021, in the United States District Court, Eastern District of California. A First Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed August 20, 2021. On November 29, 2023, a Second Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed which, among other things, added Plaintiff Salazar as a named plaintiff. Through the operative complaint, Plaintiffs allege that, during their employment, Defendants had a policy, pattern, and practice of failing to properly calculate and pay overtime wages and redeemed sick leave to certain non-exempt employees who earned Signing Bonuses and/or On Sign Bonuses, failing to provide accurate, itemized wage statements that provide all of the information required by Labor Code section 226(a)(2), and failing to pay all wages due at the time of separation. Plaintiff Kryzhanovskiy also separately asserts individual claims for alleged violations of the California Fair Employment and Housing Act (Cal. Govt. Code §§ 12940, et al.) and failure to timely provide her copies of her personnel and payroll records (“Kryzhanovskiy Individual Claims”).

Defendants deny any liability or wrongdoing of any kind and maintain their practices were lawful. The Court has made no determination about the strengths and weaknesses of the claims or contentions of either Plaintiffs or Defendants.

There are multiple ongoing cases against Defendants including the following:

- *Juan Trevino v. Golden State FC LLC* – a consolidated action pending in the Eastern District of California Case No. 1:18-cv-00120-DAD-BAM
- *Porter v. Amazon.com Services, LLC* – Central District of California Case No. 2:20-cv-09496-JVS-SHK
- *Clayborn v. Amazon.com Services, LLC* – Central District of California Case No. 5:20-02368-JVS-SHK

The Plaintiffs in these other matters have alleged class claims against Defendants, some of which may overlap with the claims asserted in this Action and subject to the Settlement. To the extent claims in any of the above matters overlap with claims in this Action, they will be resolved along with the class claims in this Action upon the Court’s final approval of the Settlement.

3. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?

The Settlement covers the claims of a number of current and former employees of Defendants (referred to as the “Class Members” and collectively as the “Class”) consisting of the following:

All current and former non-exempt employees of Defendants in California during the Class Period who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including double time.

There are approximately 3,331 total Class Members.

A. The Effect of Membership in the Settlement Class.

If you are a Class Member as defined above, you are automatically a “Participating Settlement Class Member” unless you opt-out (i.e., exclude yourself from the Settlement by following the procedures set forth in this Notice). Participating Settlement Class Members are entitled to a share of the “Net Settlement Amount” (or, “NSA”) and will be bound by the Settlement if it is approved by the Court. Individuals who opt-out will not be bound by the Settlement and will not be eligible to receive a payment.

4. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement was agreed upon between Defendants and Class Counsel following extensive litigation including formal discovery, informal information/data exchange, and months of negotiations. The Parties concluded, after taking into account the risks and costs attendant to further litigation and substantial benefits to be received pursuant to the Settlement, that the Settlement is fair, adequate, and in the best interest of the Class Members. The United States District Court, Eastern District of California, by and through the Honorable Barbara A. McAuliffe, approved the Settlement on a preliminary basis on March 22, 2024.

A. Overall Summary of the Settlement Terms.

Defendants will pay \$3,000,000 to settle this case (referred to as the “Gross Settlement Fund” or “GSF”). The GSF includes payments to Participating Settlement Class Members, the fees and costs of the Settlement Administrator, a service payment to Plaintiffs, and Class Counsel’s attorneys’ fees and costs, as well as a payment to the State of California.

B. Costs of Settlement Administrator.

The Parties have agreed to employ Atticus Class Action Administration to serve as Settlement Administrator. The Settlement Administrator's fees and costs for administering the Settlement, estimated to be no more than \$25,000, if approved by the Court, will be paid out of the GSF.

C. Payment to the State.

The Parties have allocated \$100,000 of the GSF to any civil penalties that could be awarded pursuant to the California Labor Code Private Attorneys General Act (the "PAGA"). Of that amount, \$75,000 will be paid to the California Labor and Workforce Development Agency, and the remaining amount (\$25,000) will be distributed to PAGA Settlement Members, regardless of whether he/she opts out of the Settlement.

D. Enhancement Payments to Class Representatives.

Plaintiffs have each been approved by the Court to serve as "Class Representative." As Class Representatives, each Plaintiff is entitled to a payment for her services to the Class. The Parties have agreed, and the Court has preliminarily approved a payment of \$10,000, or 0.33% of the GSF, to Plaintiff Kryzhanovskiy and \$7,500, or 0.25% of the GSF, to Plaintiff Salzar for each's respective service to the Class.

E. Class Counsel's Fees and Costs.

Class Counsel is entitled to attorney's fees and costs for representing the Class Members. Class Counsel will request attorneys' fees of one-third of the GSF, presently \$1,000,000, to be split 90% to Mayall Hurley, P.C. and 10% to the Law Offices of Mark S. Adams and reimbursement of actual litigation costs of up to \$30,000. Defendants do not object to Class Counsel's request.

F. Resolution of the Kryzhanovskiy Individual Claims.

Separate and apart from the Class claims, Plaintiff Kryzhanovskiy also agreed to settle the Kryzhanovskiy Claims for a separate amount of \$25,000. The resolution of those claims *is not* contingent on the Court approving the Class Settlement. Plaintiff Kryzhanovskiy has provided Defendants with a complete release broader than that impacting the Settlement Class, including a section 1542 waiver of her individual claims as well as all other claims, known or unknown which she may have against Defendants.

G. Expected Net Settlement Amount ("NSA") and Individual Settlement Payments

The NSA is expected to be at least \$1,827,500. This amount will be distributed to Participating Settlement Class Members based on the number of workweeks he/she worked for Defendants between July 22, 2017, and November 7, 2023 (the "Class Period"). Participating Settlement Class Members whose employment with Defendants ended will be credited with an additional four (4) workweeks for purposes of calculating his/her proportional Individual Settlement Payment.

H. What Can I Expect to Receive?

The payments to Participating Settlement Class Members (those who do not opt out) will be calculated as follows:

Individual Settlement Payments will be calculated and apportioned on a pro rata basis from the NSA to Participating Settlement Class Members who do not opt out depending on the number of "weeks worked" or "workweeks" (defined as any calendar week during the Class Period) in which a Participating Settlement Class

Member performed at least one day of work for Defendants. Participating Settlement Class Members whose employment has ended will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the NSA. Participating Settlement Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

The Parties estimate that the *average* payment to each Participating Settlement Member will be approximately \$551.68.

Defendants' records indicate that you are a member of the Settlement Class. The records also indicate that you worked: (a) <<total OT/DT workweeks>> workweeks <<employ ended – Addl 4 hrs>> during the Class Period. It is estimated that your Individual Settlement Payment will be \$<<estimated individual award>>. It will not be possible to know the exact amount of your payment until the Response Deadline has passed and the Settlement Administrator knows the number of Participating Settlement Class Members.

50% of each Individual Settlement Payment will be treated as wages and reported on a W-2 Form, and the remaining 50% will be treated as penalties and interest and reported on a Form 1099.

Any and all employer tax obligations that Defendants would normally be responsible for paying will be paid by Defendants in addition to the Gross Settlement Fund. Participating Settlement Class Members are responsible for any other taxes owing on their settlement payment(s).

5. WHAT AM I GIVING UP IF I DO NOT OPT OUT OF THE SETTLEMENT?

Each Participating Settlement Class Member shall forever and completely release and discharge Defendants and Released Parties from the Released Claims.

“Released Parties” means Defendants and each of their 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.

“Released Class Claims” means 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 complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203, and (5) unlawful business practices under Unfair Competition Law including Business and Professions Code sections 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.

“Released PAGA Claims” means all claims for civil penalties pursuant to PAGA based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation PAGA claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201–203. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period.

If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released these claims.

6. HOW DO I RECEIVE A PAYMENT?

All Settlement Class Members will receive a payment under this Settlement unless they opt-out. If you are a Class Member and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to the Settlement Administrator, Amazon.com Settlement, c/o Atticus Class Action Administration, PO Box 64053, St. Paul, MN 55164.

7. **WHAT ARE THE REASONS FOR THE SETTLEMENT?**

Class Counsel and Plaintiffs agreed to enter into the proposed Settlement after weighing the risks and benefits of the Settlement when compared with those of continuing the litigation. The factors that Class Counsel and Plaintiffs considered included the strength of the Settlement Class Members' claims, the uncertainty and delay associated with continued litigation, a trial, and appeals, and the uncertainty of particular legal issues yet to be determined, including whether the Class would be certified. Class Counsel and Plaintiffs balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of Settlement Class Members.

Although Defendants deny any liability or wrongdoing of any kind, they have agreed to the Settlement in order to avoid risks, costs, and disruption of business associated with protracted litigation.

8. **WHAT ARE MY RIGHTS AND OPTIONS?**

If you are a Settlement Class Member as defined above, you have the following rights and options under the proposed Settlement:

A. Participate in the Settlement, be represented by Class Counsel, and take no action.

If you take no further action, you will be a Participating Settlement Class Member, will be represented by Class Counsel, and will have the right to a share of the NSA. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released your claims against Defendants and the other Released Parties. As a Participating Settlement Class Member, you will not be charged for the services of Class Counsel.

B. Participate in the Settlement but elect to hire your own attorney.

If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below, so that it is received no later than June 17, 2024, and must also file same with the Court. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Exclude yourself from the Settlement by opting out.

If you are a Settlement Class Member but **do not** want to participate in the settlement, you may exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the Settlement and you will not be eligible to claim a share of the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Settlement Administrator in writing, at the address listed below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement Administrator no later than June 17, 2024, and must be signed, contain your full name, current home (or mailing) address, the last four

digits of your Social Security number, and written affirmation of your desire to opt-out containing the following or substantially similar language:

“I elect to opt-out of the *Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.* class action Settlement. I understand that by doing so, I will not be able to participate in the Settlement and will not receive a share of the Settlement proceeds.”

If you do not comply with these procedures, you will lose any opportunity to exclude yourself from the Settlement, will be a Participating Settlement Class Member, will be represented by Class Counsel, and will receive a share of the NSA. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released your claims against Defendants and the other Released Parties.

D. Object to the terms of the Settlement.

If you are dissatisfied with the terms of the Settlement, you may, but are not required to, object to the Settlement. All objections and supporting papers must be written and shall (a) clearly identify the case name and number (*Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:21-cv-01292-BAM); (b) include your full name, address, telephone number, and the last four digits of your Social Security Number; (c) concisely state each objection and the grounds therefore; (d) state whether you would like to appear at the Final Approval Hearing; (e) be mailed to the Settlement Administrator, (f) be served in person or through the mail upon Class Counsel and Defendants’ Counsel identified below, and (g) be served in person or through the mail upon the Settlement Administrator, together with proofs of service of all such documents. To be timely, your objection must be postmarked and served on the Settlement Administrator on or before June 17, 2024. The Settlement Administrator will lodge any objections with the Court in advance of the Final Approval Hearing.

If you have filed a timely and proper objection, you also may, but are not required to, appear and present argument at the Final Approval Hearing. Objections not timely postmarked or delivered to the Settlement Administrator by June 17, 2024 will not be considered by the Court. If you file an objection that is not timely, or that does not include the information specified above, you will have no right to appear and present any argument at the Final Approval Hearing.

You may be represented by an attorney at the Final Approval Hearing. Any attorney who will represent an individual Settlement Class Member must file a notice of appearance with the Court and serve counsel for all parties on or before June 17, 2024. All objections or other correspondence must state the name and number of the case – *Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:21-cv-01292-BAM.

9. WHEN IS THE COURT HEARING AND WHAT IS IT FOR?

The Court will hold the Final Approval Hearing in the Robert E. Coyle United States Courthouse, 2500 Tulare Street, Fresno, California 93721 on September 10, 2024, at 9:00 a.m. in Courtroom 8 (6th Floor) to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The date of the Final Approval Hearing may be changed at the discretion of the Court. If this happens, notice will be posted on the Settlement Administrator’s website. The Court will also be asked to approve the fees and costs of the Settlement Administrator, the payment to the State of California, the enhancement payments to the Class Representatives, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to participate in the Settlement.** If you want to be heard orally in support of opposition to the Settlement, either personally or through counsel, you must comply with the procedures set forth above. Appearances at Final Approval Hearing may be made by Zoom. If you wish to attend the Final Approval Hearing and comment

upon the Settlement (other than objecting subject to the procedures above), you must notify the Settlement Administrator on or before September 9, 2024, to obtain instructions regarding the remote appearance procedure.

10. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action Settlement and Release. The Settlement, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Enhancement Payments, are available by accessing the Court docket in this case through the Court's Public Access to Electronic Records (Pacer) system at <https://ecf.caed.uscourts.gov>, or by visiting the Clerk Court at any time between 9:00 a.m. and 4:00 p.m., Monday through Friday, in the Clerk's Office located at 2500 Tulare Street, Fresno, California 93721. You may also view the Court's Order of Preliminary Approval and, once they are filed, the Motion for Attorneys' Fees, Costs and Enhancement Payments, Motion for Final Approval, and Order Granting Final Approval, online at www.SigningBonusSettlement.com. The Motion for Attorneys' Fees, Costs and Enhancement Payments and the Motion for Final Approval will be filed on or before August 6, 2024, will be available on the Court's website at that time, and will appear online on the Settlement website within 24 hours.

If you have questions about the Settlement, you may contact Class Counsel, the Settlement Administrator, or Defendants' Counsel. The addresses for the Parties' counsel are as follows:

Class Counsel:

Jenny D. Baysinger
Robert J. Wassermann
Mayall Hurley P.C.
112 S. Church Street
Lodi, CA 95240
Tel.: (209) 477-3833
Fax: (209) 473-4818
Email: rwassermann@mayallaw.com
jbaysinger@mayallaw.com
Website: www.mayallaw.com

Mark S. Adams
Law Offices of Mark S. Adams
3031 West March Lane, Suite 120
Stockton, CA 95219
Tel: 209-481-3485
Fax: 209-956-0640
Email: madams@adamsemploymentlawyer.com
Website: www.adamsemploymentlawyer.com

Counsel for Defendant:

Bradley J. Hamburger
Lauren M. Blas
Nasim Khansari
Gibson Dunn & Crutcher, LLP
333 South Grand Avenue
Los Angeles, CA 90071
Email: bhamburger@gibsondunn.com
lblas@gibsondunn.com
nkhansari@gibsondunn.com
Website: www.gibsondunn.com

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

THE COURT HAS APPROVED THIS NOTICE.

1 **MAYALL HURLEY, P.C.**
2 **ROBERT J. WASSERMANN (SBN: 258538)**
3 rwassermann@mayallaw.com
4 **JENNY D. BAYSINGER (SBN: 251014)**
5 jbaysinger@mayallaw.com
6 **2453 Grand Canal Boulevard**
Stockton, California 95207-8253
Telephone (209) 477-3833
Facsimile: (209)473-4818

7 **Attorneys for Plaintiffs LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR,**
8 **individually, on behalf of all others similarly situated, and as a proxy for the LWDA**

9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11 **LEILANI KRYZHANOVSKIY, PATRICIA**
12 **SALAZAR ,individually, on behalf of all others**
13 **similarly situated, and as a proxy for the**
14 **LWDA;**

15 **Plaintiff,**

16 **v.**

17 **AMAZON.COM SERICES, INC., a Delaware**
18 **corporation; AMAZON.COM SERVICES,**
19 **LLC, a Delaware limited liability company; and**
20 **DOES 1-100, inclusive,**

21 **Defendants.**

Case No.: 2:21-cv-01292-BAM

DECLARATION OF JENNY D.
BAYSINGER IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS’ FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS

Date: September 10, 2024
Time: 9:00 a.m.
Location: Courtroom 8, 6th Floor
Judge: Hon. Barbara A. McAuliffe

22 I, Jenny D. Baysinger, declare:

23 1. I am an attorney duly licensed to practice before all the courts of this state and am a
24 shareholder of Mayall Hurley P.C., attorneys for Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar,
25 individually, on behalf of all others similarly situated, and as proxy for the LWDA (collectively,
26 “Plaintiffs”).

27 2. I have personal knowledge of the matters set forth herein and, if called upon to do so,
28 could and would competently testify thereto under oath.

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Pre-Mediation Procedural History

1
2 3. My office began investigating Leilani Kryzhanovskiy’s claims in March 2021 and
3 undertook formal representation of her in April 2021. Kryzhanovskiy was initially represented by
4 Mark S. Adams of the Law Offices of Mark S. Adams. Mr. Adams contacted my office so that we
5 could primarily handle the representation moving forward, with him/his office in an assisting and
6 consulting role. My office and Mr. Adams’ office will be collectively referred to as “Class Counsel.”

7 4. At the time we undertook her representation, Kryzhanovskiy was a full time OnSite
8 Medical Representative working in an Amazon warehouse in Stockton, California. Kryzhanovskiy
9 continued to be employed by Amazon as an Onsite Medical Representative at the time of preliminary
10 approval, although she had transferred to Texas.

11 5. Kryzhanovskiy transferred back to California in 2024. However, as of the filing of this
12 declaration, Kryzhanovskiy is no longer employed by Amazon; she resigned her position on April 26,
13 2024.

14 6. On May 27, 2021, my office submitted a notification letter to the Labor & Workforce
15 Development Agency (“LWDA”) outlining Labor Code violations alleged to have been committed
16 against Kryzhanovskiy and other aggrieved employees by Amazon.

17 7. On July 22, 2021, my office filed a Class and Representative Action Complaint for
18 Damages and Civil Penalties on behalf of Kryzhanovskiy and all others similarly situated in the United
19 States District Court, Eastern District of California Case No. 2:21-cv-01292-DAD-BAM (the
20 “Action”). Through the initial complaint, Kryzhanovskiy asserted class action claims for 1) failure to
21 pay overtime, 2) failure to furnish accurate wage statements, 3) violation of the Equal Pay Act, and 4)
22 violation of the UCL.

23 8. The Complaint also asserted individual claims for gender discrimination, FEHA
24 retaliation, Labor Code retaliation, failure to timely provide payroll records, and failure to timely
25 provide personnel records (the “Kryzhanovskiy Individual Claims”).

26 9. On August 20, 2021, my office filed a First Amended Class and Representative Action
27 Complaint for Damages and Civil Penalties (“FAC”) to add a claim seeking to assess and collect civil
28 penalties pursuant to the PAGA.

1 15. In November 2021, the Parties exchanged initial disclosures pursuant to Federal Rules
2 of Civil Procedure Rule 26.

3 16. In April 2022, while Defendants’ motion to dismiss was pending, Plaintiff propounded
4 initial formal discovery on each of the Defendants consisting of Interrogatories, Requests for
5 Production of Documents, and Requests for Admission (the “Initial Written Discovery”).

6 17. In April 2022, Defendants also propounded initial written discovery on Plaintiff,
7 including Interrogatories and Requests for Admission.

8 18. On June 13, 2022, Defendants provided verified responses to the Initial Written
9 Discovery. Prior to formal discovery, Defendants had already produced 229 pages of records,
10 primarily consisting of information relating to Plaintiff Kryzhanovskiy individually.

11 19. In July 2022, Plaintiff Kryzhanovskiy provided verified responses and responsive
12 documents to Defendants’ Initial Written Discovery.

13 20. In September 2022, Defendants produced an additional 250+ pages of responsive
14 documents.

15 21. Between October 2022 and February 2023, the Parties met and conferred regarding an
16 appropriate and acceptable sampling of the time and wage records of putative class members as well
17 as a potential *Belaire-West* notice process. Defendants agreed to produce a sampling of the time and
18 wage records (and contact information) of 10% of the 3000+ people within the putative class, pending
19 further discussion as to whether additional records/sampling would be appropriate/necessary.

20 22. In March 2023, the Parties selected experienced wage and hour class action mediator
21 Lisa Klerman, Esq. as a mutually acceptable neutral and scheduled mediation to proceed August 31,
22 2023.

23 23. Also in March 2023, Defendants produced the complete time and wage records of 315
24 current and former California during the employees along with their contact information. This data
25 consisted of more than 82,000 line items, each with multiple data points.

26 24. Between August 2021 and execution of the Class Action Settlement Agreement and
27 Release (“Settlement”, “Settlement Agreement” or “SA”) in December 2023, the

28 ///

1 Parties exchanged initial disclosures, propounded formal discovery, and engaged in an informal pre-
2 mediation information/data exchange.

3 25. In advance of mediation, Defendants provided Class Counsel with numerical
4 information identifying the number of Class Members, the number of workweeks in the Class Period,
5 the number of PAGA Members, the number of pay periods in the PAGA Period, the average hourly
6 rate for Class Members, and the number of employees whose employment ended July 22, 2018 or
7 later.

8 26. In addition, the Parties spoke at length about the strengths and weaknesses of each
9 sides' claims and defenses, the certifiability of the claims, and the scope of Defendants' potential
10 liability.

11 27. My office retained a qualified and experienced expert, EconOne, to analyze the data
12 and create a damages model for use during the mediation. This included providing full evaluation of
13 all of the data furnished by Defendants and then extrapolating to determine potential exposure over the
14 entire Class and Class Period.

15 28. Prior to the mediation, I had multiple discussions with Plaintiffs' retained expert to
16 ensure the parameters of the analysis were appropriate and accurate, the data provided was usable and
17 reliable (including cross-checking with Plaintiffs' time records to ensure accuracy), and the reliability
18 of the damages model. I also personally spot-checked a number of calculations to ensure their
19 accuracy.

20 **Settlement Negotiations and Mediation**

21 29. The Parties participated in a full-day remote mediation with Lisa Klerman on August
22 31, 2023.

23 30. During the mediation, both the Class Claims and the Kryzhanovskiy Individual Claims
24 were discussed, although they were discussed entirely separately.

25 31. Despite their best efforts, the Parties were unable to reach an agreed upon resolution at
26 the mediation. Instead, after the Parties reached an impasse, Ms. Klerman contemplated submitting a
27 mediator's proposal to the Parties.

28 ///

1 38. Plaintiff Salazar consented to proceed before Magistrate Judge McAuliffe at the time
2 she was added to the case through the SAC.

3 **Summary of General Settlement Terms**

4 39. The Settlement provides for payment of a total Gross Settlement Fund of \$3,000,000
5 (“GSF”); \$100,000 allocated to resolve PAGA Claims and \$2,900,000 allocated to resolve the claims
6 of a Class initially believed to consist of 3,232 total “current and former non-exempt employees of
7 Defendants in California during the Class Period [July 22, 2017 through November 7, 2023] who
8 received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime,
9 including doubletime” (the “Class”). SA ¶ 36. At the time of mediation, the Class was believed to
10 have worked 146,483 workweeks during the Class Period.

11 40. In an effort to protect the interests of the Class, Class Counsel negotiated an escalator
12 clause providing that if *either* the number of Class Members or the number of Workweeks increases
13 by more than 10%, the GSF will increase by a proportional amount (i.e. increase of 13% will cause a
14 GSF increase of 3%). SA ¶ 60.

15 41. Ultimately, there were 3,331 total Class Members who worked 157,947 total
16 workweeks. The escalator clause was not triggered as the increases in Class Members and
17 Workweeks were within the 10% grace amount.

18 42. Each Class Member’s individual settlement share will be calculated based on the
19 number of Workweeks he/she worked during the Class Period, with former employees receiving credit
20 for an additional four (4) Workweeks in order to account for the additional Labor Code section 203
21 claim those individuals are releasing.

22 **Class Counsel’s Damages Analysis and Valuation of the Class Claims**

23 43. The Settlement Agreement represents a compromise of highly disputed claims.
24 Defendants vigorously deny Plaintiffs’ allegations in their entirety, deny that certification is
25 appropriate (except for settlement purposes), contend they have complied with the law, and assert
26 numerous affirmative defenses, both legal and factual.

27 44. The SAC and Settlement have and will result in substantial benefits to all Class
28 Members and is in the collective best interest of the Class.

1 45. Reviewing and analyzing the payroll/time data sampling, Class Counsel and their
2 expert developed a damages model illustrating Defendants' maximum exposure. Class Counsel also
3 evaluated the maximum damages against the defenses asserted by Defendants, including the
4 contention the Signing Bonuses and On Sign Bonuses did not need to be included in the "regular rate",
5 that there were overpayments of wages made to Class Members (i.e. for Sunday pay, etc.) that
6 substantially offset any alleged regular rate deficiencies, that the bonuses actually were factored in at
7 some point and thus there were no underpayments (at least for portions of the Class Period), and the
8 likelihood of success of some of Defendants' arguments to determine a more realistic and reasonable
9 anticipated damages exposure. This damages model, considered in the context of Defendants'
10 financial condition, informed the litigation and the settlement negotiations.

11 **Maximum Damages Analysis**

12 **Underpaid Overtime and Redeemed Sick Leave**

13 46. The underpaid overtime and sick pay claims are founded on a regular rate theory.
14 Plaintiffs contend Defendants failed to include/consider remuneration they received in addition to
15 hourly pay, most notably contractual Signing Bonuses and On Sign Bonuses (bonuses earned during
16 the second year of employment), when calculating the "regular rate of pay" at which they were
17 compensated for overtime and doubletime work and redeemed sick leave. See Exhs. 2-6.

18 47. The expert retained by my office reviewed the sampling of wage records provided by
19 Defendants and calculated the actual underpaid OT/DT and sick pay due to regular rate miscalculations
20 for the sampled Class Members. That amount was then extrapolated across the entire Class and the
21 entire Class Period.

22 48. The expert retained by my office determined the maximum underpaid
23 overtime/doubletime *without any offsets* is **\$5,104,572** (applying offsets at the employee level reduces
24 the overall maximum exposure to \$4,468,881).

25 49. With respect to underpaid redeemed sick leave, our expert calculated the maximum
26 underpayment at **\$942,365**.

27 50. The total *maximum* underpaid wages is **\$6,046,937**. The portion of the GSF attributable
28 to Class Claims (\$2,900,000) represents nearly 50% (48%) recovery of the maximum *actual* wage loss

1 Class Members potentially suffered. Considering offsets for overpayments Amazon made to Class
2 Members, the GSF rises to nearly 54% (53.5%) recovery of Class Members' actual wage loss.

3 Waiting Time Penalties

4 51. According to data provided by Defendants, and confirmed by Plaintiffs' expert, it is
5 expected that 1,310 Class Members had their employment with Defendants end between July 22, 2018
6 and November 7, 2023. The average hourly rate determined through the sampling is \$25.08. The
7 *maximum* waiting time penalty exposure is thus **\$7,885,152**.

8 Wage Statement Damages

9 52. Plaintiffs asserted derivative wage statement violations, based upon the inaccuracies
10 outlined above. Specifically, since Defendants did not include bonus earnings in the regular rate of
11 pay, each wage statement during which an employee earned OT/DT and/or redeemed sick leave and
12 also earned a bonus failed to accurately identify gross wages earned, net wages earned, and the rate of
13 pay at which OT/DT or redeemed sick leave was actually paid.

14 53. In addition, because Signing Bonuses were paid in a lump sum (but earned on a per pay
15 period basis over the first year) and On Sign Bonuses were paid every other pay period (but earned
16 every pay period during the second year), the wage statements during the periods in which those
17 bonuses were earned fail to accurately identify gross and net wages earned.

18 54. Our expert identified the wage statements that would produce inaccuracies, both
19 derivative and stand-alone, and determined the maximum statutory penalty exposure for wage
20 statement violations is **\$1,932,500**.

21 55. In total, Defendants' exposure for damages and statutory penalties based on the Class
22 Claims was calculated at **\$15,864,589**. This equates to a maximum average value of only \$4,762.71
23 per Settlement Class Member.

24 56. The Settlement amount allocated to Class Claims (\$2,900,000) constitutes 18% of the
25 maximum potential recovery available to the Class if they prevailed entirely on each of the legal
26 theories *and* proved all of the damages actually occurred (i.e. staved off any claims of potential offsets
27 because of overpayments for other types of wages).

28 ///

1 57. Considering only actual wage loss (i.e. not statutory penalties under Labor Code sections
2 226 and 203), the portion of the GSF attributable to Class Claims (\$2,900,000) represents nearly 50%
3 (48%) recovery. Considering offsets for overpayments Amazon made to Class Members, the GSF rises
4 to nearly 54% (53.5%) recovery of Class Members' actual wage loss.

5 58. The average gross value of the Settlement is \$871.13 per Participating Settlement Class
6 Member (\$2,900,000/3329).

7 59. These all-in figures assume a 100% probability of prevailing at certification, defeating
8 Defendants' planned motion for summary judgment, maintaining certification through trial, and
9 prevailing completely after a trial on the merits.

10 60. Under the circumstances, and considering the legal and factual defenses asserted by
11 Defendants in the context of their financial state, 100% success and collection is unlikely.

12 **Defendant's Defenses and Realistic Liability**

13 61. Because 100% success in litigation is unrealistic, Class Counsel also determined a
14 much more realistic estimate for the potential recovery of the Class. Under this more measured
15 approach, Class Counsel (1) applied a one-third discount to the underpaid OT/DT claim to account for
16 the possibility that substantial offsets would be applied based on overpayments of wages to Class
17 Members in other contexts (including overpayments in connection with On Sign Bonuses because
18 those bonuses were factored into OT/DT whenever they were actually paid [every other period] and
19 since the value of each payment was twice the workweek value of the proportional bonus share, it
20 often resulted in substantial overpayments), leaving \$3,403,048; (2) applied no discount to the sick pay
21 claim, leaving \$942,365; (3) applied a 50% discount to the waiting time penalty claim to account for
22 the potential that some of the Class Members who are also former employees would be unable to
23 demonstrate any compensable wages that were actually unpaid during employment, leaving
24 \$3,942,576, (4) applied a 25% discount to the wage statement claim to account for the potential that
25 injury could not be demonstrated for derivative violations and due to the technical nature of the
26 alleged deficiencies in the wage statements, leaving \$1,449,375.

27 ///

28 ///

1 62. Under this more measured approach, I determined the Class' realistic expectations as to
2 a damages/statutory penalty award after trial would be \$9,737,364, only \$4,345,413 of which is actual,
3 out-of-pocket wage loss.

4 63. The portion of the GSF allocated to Class claims, \$2,900,000 (\$3,000,000 - \$100,000
5 allocated to resolve PAGA Claims), represents nearly 30% (29.78%) of this realistic recovery.

6 64. The Class is recovering 66.7% of its realistic wage loss through the GSF.

7 65. Considering all of the risks, most notably that Defendants could claim net
8 overpayments of wages and thereby undercut the OT/DT claim and potentially eviscerate the waiting
9 time penalty claim, I believe this recovery is fair, adequate, and reasonable. The GSF allocated to
10 Class Claims equates to an average recovery of \$871.13 per Participating Settlement Class Member
11 and nearly \$20.00 (\$18.36) per workweek.

12 66. The Net Class Settlement Amount, after deducting attorneys' fees and costs
13 (\$1,000,000 and \$30,000), the Class Representative Enhancement Payments (\$17,500 total), the
14 amount allocated to resolve PAGA Claims (\$100,000), and the expected administration costs
15 (\$25,000), is expected to be \$1,827,500. Each Participating Settlement Class Member is slated to
16 actually receive a cognizable payment of \$548.96 on average; the Settlement is expected to actually
17 distribute nearly \$12.00 (\$11.57) per workweek to Participating Settlement Class Members. This
18 equates to *actual* net recovery of nearly 20% (18.76%) of the realistic damages and penalties per Class
19 Member.

20 67. The *actual* net recovery represents just over 30% (30.22%) of the *maximum wage loss*
21 Class Members incurred and more than 40% (42%) of their realistic wage loss.

22 68. Overall, Defendants raised a number of legitimate substantive arguments against the
23 Class Claims, which have the potential to substantially limit and/or potentially eviscerate the Class'
24 recovery. At the very least, the defenses would have resulted in substantial motion practice.

25 69. Defendants were expected to vigorously challenge the substantive validity of the
26 overtime claims in two primary respects: 1) asserting the bonuses were discretionary and thus exempt
27 from inclusion in the "regular rate of pay" and 2) asserting they are entitled to offset any potential
28 underpayments based on Signing/On Sign Bonuses with premium payments/overpayments made for

1 other reasons (such as Sunday and holiday pay). 29 U.S.C. § 207(h)(2); 29 C.F.R §§ 548.501,
2 778.203; *Stiller v. Costco Wholesale Corp.*, 2013 WL 5417134 *1 (S.D. Cal. 2013).

3 70. While I believe there is little chance Defendants would be able to demonstrate the
4 Signing and On Sign Bonuses were discretionary or otherwise excludable from the regular rate of pay,
5 the offset potential creates some risk. Without question, in addition to bonuses, Amazon paid its
6 employees “premium pay” for work performed on Sundays and holidays. These types of payments are
7 expressly authorized as credits to an employer’s overtime payment obligations. While there is a
8 debate as to whether those credits can apply across work periods, or can only offset underpaid
9 overtime premiums in the same workweek, the credit issue necessarily impacts liability exposure to
10 some extent. *Stiller*, 2013 WL 5417134 * 3-6; *Franco v. City of Victorville*, 2009 WL 10668439 * 3
11 (C.D. Cal. 2009).

12 71. Certifiability of the overtime claims was likely to occur, but the actual amount of
13 damages to the class is uncertain.

14 72. In addition, Defendants were expected to argue they could offset overtime liability
15 because of other voluntary over-payments/extra wages paid to employees (including “guarantee pay”
16 that was not required to be paid and \$2.00/hour OT premiums voluntarily paid *in addition* to OT
17 wages legally due). While I do not believe those amounts can technically operate as offsets to
18 underpaid OT and sick leave, because they are not within the narrow exceptions outlined in the FLSA,
19 they could pose a threat to the derivative waiting time penalty. *Clarke v. AMN Svcs., LLC*, 2022 WL
20 20275665 * 3-4 (C.D. Cal. 2022).

21 73. A “willful” failure to pay wages is a prerequisite to the imposition of waiting time
22 penalties. E.g. *Diaz v. Grill Concepts Svcs., Inc.*, 23 Cal.App.5th 859, 875 (Cal. 2d Dist. 2018);
23 *Brewer v. General Nutrition Corp.*, 2915 WL 5072039 * 15 (N.D. Cal. 2015); *Armenta v. Osmose,*
24 *Inc.*, 135 Cal.App.4th 314, 325 (Cal. 2d Dist. 2005). Defendants were expected to argue the alleged
25 underpayments here were not willful because they reasonably and in good faith believed that voluntary
26 overpayments of wages could be used to offset any alleged underpayments. While the law is clear that
27 an employer cannot deduct overpaid wages from wages to be paid, the law does not suggest an
28 employer cannot utilize overpayments as credit towards alleged underpayments. *Davis v. Farmers*

1 *Ins. Exchange*, 245 Cal.App.4th 1302, 1334 (Cal. 2d Dist. 2016). Moreover, the law within the Ninth
2 Circuit itself is somewhat inconsistent and unsettled as to whether overpayments can offset overall or
3 just within the same workweek (with the majority limiting the period of offset).

4 74. Further challenging the viability of the waiting time claim is Defendants' anticipated
5 argument it acted in good faith. While I believe the policy of distributing On Sign Bonuses every
6 other pay period (and trueing up OT/DT *only* during the periods the bonuses were actually remitted) is
7 unlawful, Defendants' position that it was appropriate to do so is not wholly against available
8 authority. As such, the argument Amazon had a good faith basis for believing it had no outstanding
9 wage obligation to class members upon separation may get some traction. *Estrada v. Royalty Carpet*
10 *Mills, Inc.*, 76 Cal.App.5th 685, 729 (Cal. 4th Dist. 2022).

11 75. Because of the unsettled nature of the off-set issue, a court (or jury) might be inclined
12 to determine Defendants underpayments were not "willful" sufficient to justify imposition of waiting
13 time penalties. If that determination were made, a substantial amount of Defendants' exposure would
14 be avoided.

15 76. The certifiability of the derivative wage statement claims are tied to the certifiability of
16 the underlying overtime claims and are thus subject to the risks outlined in the preceding sections.
17 E.g. *Dawson v. Hertz Transporting, Inc.*, 2018 WL 6112623 * 9 (C.D. Cal. 2018); *Lampe v. Queen of*
18 *the Valley Med. Ctr.*, 19 Cal.App.5th 832, 852 (1st Dist. Cal. 2018).

19 77. In addition, the wage statement claim is subject to the substantive challenge that
20 requisite injury is lacking because of the wholly derivative nature of the claims and the fact the wage
21 statements accurately outlined amounts *actually paid* to Class Members. *Maldonado v. Epsilon*
22 *Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-1337 (2d Dist. Cal. 2018); *Price v. Starbucks Corp.*, 192
23 Cal.App.4th 1136, 1142-1143 (Cal. 2011).

24 78. The most clear-cut and consistent alleged violations are of 226(a)(1) and (a)(5) since
25 the gross and net wages *earned* during each pay period in which a Signing or On Sign Bonus should
26 have been pro-rated are necessarily inaccurate. Those specific sub-sections, however, *are not included*
27 within the sub-sections for which injury will be "deemed" as a matter of law. Instead, specific injury
28 would need to be demonstrated, which poses cognizable risk to both certification and ultimate

1 recovery. E.g. *Boyd v. Bank of Am. Corp.*, 300 F.R.D. 431, 440-441 (C.D. Cal. 2014). The fact the
2 full bonus amounts due were actually paid (at the commencement of employment for Signing Bonuses
3 and every other pay period for On Sign Bonuses) renders demonstrating actual injury difficult.

4 79. Considering all of the circumstances, and the inherent risks in further litigation that
5 would undoubtedly have included multi-pronged legal attacks in the Class Claims, the Settlement,
6 which is expected to provide an average net recovery of more than \$500 to each Participating Class
7 Member, presents a fair, adequate, and reasonable result and the most viable avenue to actually
8 receiving monetary redress for the alleged misconduct of Defendants.

9 80. While I am confident that certification and success on the merits could have been
10 attained, continued litigation was guaranteed to be costly, time consuming, and uncertain in outcome.
11 Appellate proceedings would only further delay and jeopardize recovery by Class Members. Shifting
12 sentiment regarding PAGA claims and potential standing issues add yet another layer of concern to
13 continued litigation. By contrast, the proposed Settlement ensures timely relief and substantial
14 recovery for the Class.

15 81. The Released Claims, defined in Paragraphs 28 and 62 of the Settlement, were
16 narrowly tailored to track the factual allegations underlying the claims advanced on behalf of the Class
17 and do not include a Civil Code section 1542 waiver.

18 82. Additionally underscoring the reasonableness of the Settlement is its proportional
19 comparability to other wage and hour settlements approved against Amazon.

20 83. In the matter of *Miller v. Amazon.com, LLC*, Alameda County Superior Court Case No.
21 17-CV-03488-MMC a settlement was reached in 2021 on behalf of more than 3,000 (3,035) non-
22 exempt California delivery drivers in exchange for payment of \$2,000,000; an average gross value of
23 \$658.98 per Class Member. The claims released in *Miller* broadly included claims for unpaid
24 minimum and overtime wages, failure to provide meal and rest periods, failure to reimburse employee
25 expenses, failure to provide accurate wage statements, waiting time penalties, and violations of the
26 UCL. The Settlement here is proportionally greater with a more narrow release.

27 84. In *In re: Amazon.com Inc. Fulfillment Center Fair Labor Standards Act (FLSA) and*
28 *Wage and Hour Litigation*, United States District Court, Western District of Kentucky Case No. 3:14-

1 md-2504, Defendants resolved alleged security check off-the-clock claims for 200,000 California non-
2 exempt warehouse workers in exchange for payment of \$11,132,134, an average gross value of
3 \$55.66/per Class Member.

4 85. In *Romanov v. Amazon.com Services, LLC, et al.*, United States District Court, Central
5 District of California Case No. 2:20-cv-02692 (approved 3/2022), Defendants resolved the claims of
6 4,981 Delivery Associates (drivers) within California in exchange for payment of \$700,000; an
7 average gross value of \$140.53/Class Member. The claims released in *Romanov* broadly included
8 claims for unpaid minimum and overtime wages, failure to provide meal and rest periods, failure to
9 timely pay wages, failure to reimburse employee expenses, failure to provide accurate wage
10 statements, waiting time penalties, and violations of the UCL. The Settlement here is proportionally
11 greater with a significantly more narrow release.

12 86. In the matter *Boone v. Amazon.com Services, LLC*, United States District Court, Eastern
13 District of California Case No. 1:21-cv-00241-KES-BAM, this Court has preliminarily approved
14 resolution of the off-the-clock/minimum wage claims of 250,000 non-exempt California employees in
15 exchange for payment of \$5,500,000; an average gross value of \$22.00/Class Member. While the
16 gross settlement amount is estimated by counsel to represent 100% of the actual wage loss (assuming 1
17 minute per workday for COVID checks), it also resolves wage statement, waiting time penalty, and
18 other derivative claims arising out of COVID-19 screenings. The Settlement here provides a
19 substantially larger recovery for Class Members (\$800+ vs. \$22), with a similarly factually
20 circumscribed release.

21 **PAGA Penalty Exposure Calculations**

22 87. Defendants' maximum exposure for civil penalties pursuant to the PAGA was
23 calculated to be \$7,851,000, only 25% of which would have been payable to PAGA Settlement
24 Members.¹

25 ///

26 ///

27 _____
28 ¹ 75% of any civil penalties recovered shall be paid to the LWDA and 25% to the aggrieved employees. Section 2699(i).

1 88. Because PAGA penalties are discretionary, often reduced significantly by courts, and
2 because the propriety of imposing the heightened 226.3 civil penalty is questionable², a steep discount
3 of 90% or more is appropriate, leaving \$785,100.

4 89. The Settlement allocates \$100,000 to resolution of claims for PAGA civil penalties
5 arising out of the alleged violations of the Labor Code committed against the Class and the amount
6 was negotiated in good faith. This equates to 1.27% of the maximum and 12.7% of the realistic
7 PAGA exposure, which is an appropriate resolution under the circumstances because the punitive and
8 deterrent purposes of the PAGA are being served by the substantial damages and statutory penalties
9 being paid to the Class in resolution of substantive Class Claims. *Jennings v. Open Door Marketing,*
10 *LLC*, 2018 WL 4773057 *8-9 (N.D. Cal. 2018) (approving PAGA recovery of 0.6% of maximum);
11 *Ahmed v. Beverly Health & Rehabilitation Svcs., Inc.*, 2018 WL 746393 *10 (ED. Cal. 2018).

12 90. After deduction of Settlement Administration Costs, Attorneys' Fees and Costs, the
13 Enhancement Payments to Plaintiff's, and the PAGA Settlement Amount, it is expected that
14 \$1,827,500 will remain to be distributed to Participating Settlement Class Members and an additional
15 \$25,000 will be distributed to PAGA Settlement Members (regardless of whether he/she opts out of
16 the Settlement).

17 91. There are 2,366 PAGA Settlement Members who worked 89,890 pay periods. The
18 Settlement provides an average distribution of \$10.56/PAGA Settlement Member and \$0.28/pay
19 period. This is cognizable monetary recovery, particularly considering the nature and inherent risks of
20 further litigation.

21 ///

22 ///

23
24 ² There is a definite split of authority regarding whether the \$250 penalty in Labor Code section 226.3 or the default \$100
25 penalty provision applies to wage statement claims. *Gunther v. Alaska Airlines, Inc.*, 72 Cal.App.5th 334, 355-356 (4th
26 Dist. Cal. 2021) (holding default PAGA penalty controls in claims for wage statement violations); *Raines v. Coastal Pac.*
27 *Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (3d Dist. Cal. 2018) ("Section 226.3 provides the civil penalty for failure
28 to comply. In our view, LWDA would not be prohibited from seeking civil penalties for a grossly inadequate wage
statement simply because the employer did provide a statement. Otherwise, the purpose of the statute would be thwarted.").
Labor Code section 226.3 provides a civil penalty of "two hundred fifty dollars (\$250) per employee per violation. Under
Raines, Defendants would owe \$1,669,000 (\$250 x 6,676 deficient wage statements). If the \$100 penalty is used, Xtreme's
total PAGA exposure for failing to provide accurate itemized wage statements would plummet to only \$667,600 (6,676
deficient wage statements x \$100).

1 92. I provided notice of the Settlement to the LWDA on December 18, 2023. See **Exhibit**
2 **2**. Although the LWDA has known about the Settlement for nearly eight (8) months, it has not raised
3 any concern or objection.

4 **Distribution of The Class Notice Complied with Rule 23 and Satisfied Due Process**

5 93. Attached as **Exhibit B** to the Declaration of Bryn Bridley (“Admin. Dec.”), filed
6 concurrently herewith, is true and correct copy of the Notice Packet (“Class Notice”) that was
7 approved (in an amended format from that attached to the original Settlement Agreement) by this
8 Court on April 24, 2024 and mailed on May 3, 2024.

9 94. The Class Notice meets all of the requirements of procedural due process and Rule
10 23(e) by identifying the Plaintiffs and Defendants and describing the claims and the Class Action in a
11 straightforward manner; succinctly describing the essential terms of the proposed Settlement,
12 including the preliminarily approved Class Representative’s proposed Enhancement Payments and the
13 amount Class Counsel will request for attorney’s fees and costs that was not preliminarily approved;
14 identifying the claims being released by the Class; identifying all parties against whom claims are
15 being released; informing Class Members of other pending litigation and the impact participation in
16 the Class may have on those claims; providing Class Members with information on how to participate
17 in, exclude themselves from, or object to the Settlement; clearly providing all applicable deadlines for
18 such action; informing Class Members of the consequences if they decide to exclude themselves from
19 the Settlement; and advising them that, if they choose to participate and the Settlement is approved,
20 they will be bound by the resulting judgment. Further, the Class Notice clearly explains the manner in
21 which Class Members can obtain further information (e.g., through the Court’s website or contacting
22 the Court or Administrator), identified the Settlement website (through which Class Members could
23 ask questions and obtain copies of all relevant filings, including the filings in support of final
24 approval/fees), and that the Final Approval Hearing may be moved without further notice.

25 95. Because all Class Members are current or former employees of Defendants, for whom
26 Defendant has current or last known addresses as well as SSNs, notice here was simpler and more
27 reliable than in other types of class actions that require published notice to reach unidentifiable class
28 members.

1 96. On May 3, 2024, the Court-approved Class Notice was mailed to each Class Member
2 via First Class mail. Of the 3,331 total Class Notices mailed, 67 presently remain undeliverable.
3 Admin. Dec. ¶ 8. This equates to a cognizable successful mail notice rate of nearly 98% (97.99%).

4 97. The Class Notice informed Class Members about the terms of the Settlement, including
5 the fact that Plaintiffs would request: (1) an award of attorney's fees of up to \$1,000,000³ to be paid
6 from the GSF, (2) reimbursement of up to \$30,000 in litigation costs, and (3) Class Representative
7 Enhancement Payments of \$10,000 for Plaintiff Kryzhanovskiy and \$7,500 for Plaintiff Salazar. See
8 Class Notice; Exhibit B to Admin. Dec.

9 98. Since the mailing of the court-approved Class Notice I have spoken to multiple Class
10 Members to answer questions regarding the Settlement (questions about determining qualifications,
11 updating contact information, workweek disputes, etc.). None of the Class Members I spoke to
12 indicated any opposition to or dissatisfaction with the proposed Class Representative Enhancement
13 Payments to Plaintiffs or the fees and costs of Class Counsel as set forth in the Class notice. No one
14 expressed any concern with any aspect of the Settlement to me.

15 99. As reported by the Settlement Administrator, as of the filing of Plaintiff's Motion for
16 Final Approval and Fees Motion, not one of the 3,329 Participating Class Members has objected in
17 any way, to any degree, to the terms of the Settlement including Class Counsel's requested award of
18 fees and costs or Plaintiff's requested Class Representative Enhancement Awards. Admin Dec. ¶ 10.

19 100. Only 2 individual Settlement Class Members elected to opt out of the Settlement, which
20 further underscores its propriety. Admin Dec. ¶ 10; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
21 1794, 1802.

22 **Notice To Plaintiffs' Counsel in Related Cases**

23 101. In the wake of preliminary approval, as directed by the Court, I personally reached out
24 to the plaintiff's counsels in each of the related cases identified in the Class Notice, *Juan Trevino v.*
25 *Golden State FC, LLC*, Eastern District of California Case No. 1:18-cv-00120-DAD-BAM (the
26 _____

27 ³ The Class Notice that was initially approved by the Court erroneously indicated the Class Counsel fees and costs had
28 been preliminarily approved. Via Court Order, Class Counsel secured an Order approving a modified Class Notice that excised language regarding preliminary approval of the attorneys' fee award. Dkt. No. 60.

1 “Trevino Consolidated Class Action”); *Christian Porter v. Amazon.com Services, LLC*, Central
2 District of California Case No. 2:20-cv-09496-JVS-SHK (the “Porter Class Action”); and *Terrance*
3 *Clayborn v. Amazon.com Services, LLC*, Central District of California Case No. 5:20-cv-02368-JVS-
4 SHK (the “Clayborn Class Action”).

5 102. On May 15, 2024, shortly after the Class Notice was mailed, I reached out to each
6 counsel via email to advise of the pending Settlement and that it may impact each’s pending matter.
7 See **Exhibit 3**. I provided a copy of the operative SAC and a template of the Class Notice (which
8 includes the settlement website) for reference. I also provided additional information, including the
9 Settlement Agreement, etc., upon request.

10 103. None of the plaintiff’s counsels in any of the related cases expressed any concern or
11 objection to the Settlement to me. I am not certain, but I do not believe that either of the 2 opt-outs
12 were named plaintiffs in any of the related cases. It is my belief and expectation that the named
13 plaintiffs in the related cases may not be members of the Settlement Class here because they did not
14 receive Signing or On Sign Bonuses. I do know that no one raised any objection to the Settlement,
15 whatsoever, during my communications.

16 **Atticus Class Action Administration Should be Approved as Administrator**

17 104. My office solicited bids from several national settlement administrators, including
18 ILYM, Simpluris, Inc., Atticus Class Action Administration, and Phoenix Class Action Administration
19 Solutions. After negotiating in an effort to obtain the most reliable and cost-effective service possible,
20 the Parties have selected Atticus to serve as Administrator.

21 105. Atticus has performed all of its obligations properly and satisfactorily, to date,
22 including mailing the Class Notice, setting up and maintaining the settlement website and toll-free
23 number, and sending requisite CAFA notices. See Admin. Dec.

24 106. I have experience with Atticus and have found their fees fair and competitive amongst
25 other administrators in the industry. I believe Atticus’ final costs of \$24,850, which is lower than the
26 \$25,000 the Parties’ contemplated at the time the Settlement was executed, are entirely reasonable in
27 relation to a class of this size, the work performed, and that remains to be performed.

28 ///

Plaintiffs Have and Will Serve the Class Well

1
2 107. Plaintiffs' interests in prosecuting this Class Action and obtaining the most beneficial
3 recovery possible fully comport with the collective interests of the Class Members. Plaintiffs
4 understand the claims and theories that are being advanced, have been involved through the litigation
5 and have no conflicts with the other members of the Class they seek to jointly represent. Plaintiffs
6 were each subjected to the same unlawful policies, practices, and procedures, having been 1) provided
7 Signing and/or On Sign Bonuses that were not factored into the regular rate for the purposes of
8 overtime and redeemed sick leave, 2) furnished inaccurate itemized wage statements, and 3) not timely
9 paid all wages due and owing upon separation. Were each not serving as Class Representative,
10 Plaintiffs would each be a Class Member.

11 108. Plaintiffs Kryzhanovskiy and Salazar have and are prepared to continue adequately
12 representing the interests of the Class Members. Plaintiffs have demonstrated their commitment to
13 prosecuting this Class Action on behalf of the Class Members by, amongst other things, locating and
14 retaining attorneys, participating in discovery and investigation, filing this action and willingly
15 exposing their names and reputations to detriment by filing the Class Action, and helping to facilitate
16 the Settlement for which approval is now sought, including participating in and being available
17 throughout the entire remote mediation process and subsequent protracted settlement negotiations.

18 109. Plaintiffs, who have each worked diligently with Class Counsel throughout this entire
19 litigation, including taking numerous calls with Class Counsel, participating in responding to the
20 Parties' formal and informal information exchange, and participating in the mediation and settlement
21 negotiations, should be rewarded for taking the initiative to pursue these claims on behalf of their
22 former coworkers, and for their role in reaching a settlement providing for valuable monetary relief to
23 the Class.

24 110. Plaintiffs are each applying for a Class Representative Enhancement Payment. Because
25 Kryzhanovskiy, who has been involved in the matter since its inception, and thereby participated more
26 substantially, including responding to formal discovery (and supplementing that discovery) and
27 gathering relevant documents for production, requests an award of \$10,000 (0.33% of the GSF).
28 Kryzhanovskiy further seeks a larger award as she remained employed by Amazon at the time of the

1 Settlement (and until recently) and thus faced increased danger of retaliation and reputational harm by
2 maintaining this litigation.

3 111. Salazar also actively participated in the action, albeit starting at a later point in time.
4 Salazar actively participated in the mediation session, its preparations, and all negotiations that took
5 place in its wake. Salazar requests a Class Representative Enhancement Payment of \$7,500, or 0.25%
6 of the \$3,000,000 GSF.

7 112. A total of \$17,500 to all Plaintiffs, in consideration for their service as Class
8 Representatives is requested. I believe this to be fair, reasonable and appropriate.

9 113. Class Members have been apprised of Plaintiffs' requests as well as their ability to
10 review the moving papers on the Court's website or through the settlement website, and to object to
11 the request if they so desire. No objections have been raised to date.

12 **Experience of Class Counsel**

13 114. In May, 2004, I received a B.A. from California State University, Sacramento. In May
14 2007, I received a J.D. with distinction from the University of the Pacific, McGeorge School of Law.
15 In November, 2007, I became a member of the State Bar of California. I have been an attorney with
16 Mayall Hurley P.C. since 2013. I became a Shareholder in March 2019 and have been a member of
17 the management team as the Human Resources Director since 2020. Prior to joining Mayall Hurley, I
18 spent two (2) years as a Deputy District Attorney, and an additional three (3) years as a litigation
19 associate for the Sacramento law firm of Downey Brand, LLP. I have been focusing my practice
20 almost exclusively on employment litigation, representing both employees and employers, for the past
21 ten (10) years.

22 115. Robert Wassermann received a B.A. from the University of California San Diego in
23 June 2005. In December 2007, he received a J.D. from Thomas Jefferson School of Law. In 2008, he
24 became a member of the State Bar of California. In 2013, he became a member of the State Bar of
25 Illinois. Mr. Wassermann has been an attorney with Mayall Hurley P.C. since 2008. He became a
26 Shareholder in 2014. Mr. Wassermann served as the firm's Director of Human Resources from July
27 2015 through July 2020. Since that time, he has served as the Firm's Director of Marketing. Mr.
28 Wassermann has practiced almost exclusively plaintiffs' employment litigation for more than 15 years.

1 He has have been selected as a “Rising Star” by Super Lawyers Magazine, recognizing the top 2.5
2 percent of California attorneys, every year since 2016.

3 116. My law firm, Mayall Hurley P.C., primarily through attorneys Robert J. Wasserman
4 and me, has pursued this action aggressively with the assistance of co-counsel the Law Offices of
5 Mark S. Adams. My office has an established record of pursuing many other similar class, collective,
6 and representative actions. For instance, Mayall Hurley P.C. has recently been approved as class
7 counsel in *Kalaveras v. NCR Corporation*, Contra Costa County Superior Court Case No. C20-01186;
8 *Smith v. DI Logistics, Inc., et al.*, San Bernardino County Superior Court Case No. CIVDS2011469;
9 *Gonzalez v. Xtreme Manufacturing, LLC*, Eastern District of California Case No. 2:20-cv-03734-PSG-
10 AGR; *Markson, et al. v. CRST International, Inc., et al.*, Central District of California Case No. 5:17-
11 cv-01261-SB; *Espinoza/Renteria v. Love’s Country Stores, Inc.*, San Bernardino County Superior
12 Court Case No. CIVDS2016581; *Rodriguez v. Allen Distribution, L.P.*, San Joaquin County Superior
13 Court Case No. STK-CV-UOE-2020-000; *McGee v. Brosnan Risk West Coast*, San Mateo County
14 Superior Court Case No. 19-CV-04464; *Botti v. SAFE Credit Union*, Sacramento County Superior
15 Court Case No. 34-2019-00261736; *Mediodia v. SoCal Jet Services, Inc.*, Los Angeles County
16 Superior Court Case No. 18STCCV09751; *Flores v. Dart Container Corp., et al.*, Eastern District of
17 California Case No. 2:19-cv-00083-WBS-EFB; *Rodriguez v. J-M Manufacturing, Inc.*, San Joaquin
18 County Superior Court Case No. STK-CV-UOE-2019-6065; *Arata v. Cozad Trailer Sales, LLC*, San
19 Joaquin County Superior Court Case No. STK-CV-UOE-2020-1774; *Modica v. Iron Mountain*
20 *Information Management Svcs., Inc.*, United States District Court, Eastern District of California Case
21 No. 2:19-cv-00370-TLN-JDP; *Magee v. Thyssenkrupp Materials, N.A., et al.*, Alameda County
22 Superior Court Case No. RG19027231; *Basinger v. Il Palio Restaurant Group, Inc.*, San Diego
23 County Superior Court Case No. 37-2018-00004296-CU-OE-CTL; *Pacheco v. Bushfire Grill, Inc., et*
24 *al.*, United States District Court, Southern District of California, Case No. 3:18-cv-01696-JAH-WVG;
25 *Wise v. ULTA Salon, Cosmetics & Fragrance, Inc.*, United States District Court, Eastern District of
26 California, Case No. 1:17-cv-00853-DAD-EPG; *Fernando and Kalaveras v. Burroughs, Inc.*,
27 Alameda County Superior Court, Case No. RG18906875; *Mansur v. Owens-Brockway Glass*
28 *Container, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOW-2018-14631; *Alderson*

1 *v. Alameda County Agricultural Fair Association*, Alameda County Superior Court, Case No.
2 RG18912654; *Terry v. Mare Island Dry Dock, LLC*, Solano County Superior Court, Case No.
3 FCS051650; *Mettler, Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San Joaquin
4 County Superior Court, Case No. STK-CV-UOE-2018-476; *Escalera v. La Tapatia Mexican Market,*
5 *Inc.*, San Joaquin County Superior Court, Case No., ST-CV-UOE-2017-5296; *Garcia, et al. v. HMS*
6 *Host USA, Inc.*, United States District Court, Northern District of California, Case No. 17-cv-03069-
7 RS; *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court, Case No. 34-
8 2017-00217486; *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Case No.
9 STK-CV-UOE-2017-13867; *Kumar v. Forty Niners Stadium Management Company*, Santa Clara
10 County Superior Court, Case No. 17CV3121427; *Gast v. Flooring Liquidators, Inc.*, Stanislaus County
11 Superior Court, Case No. 2026223; *Russell v. KeHe Distributors, Inc.*, United States District Court,
12 Eastern District of California, Case No. 2:17-at-00592; *Smith v. Wal-Mart Stores, Inc. et al.*, United
13 States District Court, Northern District of California, Case No. 3:16-cv-02832-JD; *Titus v. The Martin-*
14 *Brower, LLC*, United States District Court, Eastern District of California, Case No. 2:17-cv-00558-
15 JAM-GGH; *Hugues v. The Morning Star Trucking Company, LLC, et al.*, Yolo County Superior Court
16 Case No. CV16-1215; *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States
17 District Court, Eastern District of California, Case No. 2:16-cv-01747-WBS-KJN; *Guzman-Padilla, et*
18 *al. v. Gerard Van De Pol, et al.*, United States District Court, Eastern District of California, Case No.
19 2:17-cv-00196-JAM-KJN; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District
20 Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx); *Stevens v. Suncrest*
21 *Solar, Inc.*, Fresno County Superior Court, Case No. 16CECG03355; *Cardoza v. Blazona Concrete*
22 *Construction, Inc.*, Alameda County Superior Court Case No. RG17866256; *Maasrani v. Waterton*
23 *Hospitality Management*, San Mateo County Superior Court, Case No. 17CIV05470; *Huynh v.*
24 *Parker-Hannifin Corporation*, Stanislaus County Superior Court, Case No. 2022325; *Moser v.*
25 *O'Connor Woods Housing Corporation*, San Joaquin County Superior Court, Case No. STK-CV-
26 UOE-2014-0009861; *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County
27 Superior Court, Case No. 16cv297447; *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles
28 County Superior Court, Case No. BC592580; *Van Lith v. iHeartmedia + Entertainment, Inc. et al.*,

1 United States District Court, Eastern District of California, Case No. 1-16-cv-00066-SKO; *Clark v.*
2 *Arrow Sign Co.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6457, and
3 *Moreno v. B.R. Funsten & Co.*, Solano County Superior Court Case No. FCS046149, all wage-and-
4 hour class actions with claims similar to the instant matter. Not including this matter, we have several
5 other wage-and-hour class actions currently pending final approval in which we have been
6 preliminarily approved as class counsel. My law firm and I have also represented plaintiffs in
7 numerous representative employment actions, settlements in which have been approved by multiple
8 California and federal courts, and are currently prosecuting dozens more.

9 117. Mayall Hurley, P.C. has also obtained class and/or conditional certification (outside of
10 the settlement context) in a number of cases, including *Liu v. QNAP, Inc.*, Los Angeles County
11 Superior Court Case No. 19PSCV00668; *Bice v. Vensure HR, Inc., et al.*, San Joaquin County
12 Superior Court, Case No. STK-CU-UOE-2016-1264; *Perez et al. v. Abbate Family Farms Limited*
13 *Partnership et al.*, San Joaquin County Superior Court, Case No. 39-2012-00288653-CU-OE-STK,
14 *Wilk v. Skechers U.S.A., Inc.*, United States District court, Central District of California, Case No. 5-
15 18-CV-01921-JGB-SP; *Titus v. Paramount Equity Mortgage, LLC*, United States District Court,
16 Eastern District of California, Case No. 2:17-cv-00349-MCE-KJN; and *Solati v. RPM Mortgage, LLC*,
17 Solano County Superior Court Case No. FCS048401.

18 118. I am also currently lead counsel or co-lead counsel in approximately 12 employment
19 class action cases and a handful of PAGA representative cases.

20 119. My current hourly rate and that of Mr. Wassermann in wage and hour class actions is
21 \$878, based on the applicable Laffey Matrix. The amounts were recently updated at the beginning of
22 2024, but numerous federal courts (including in the Eastern District) have approved my rates
23 consistent with the Laffey Matrix in wage and hour class action matters in the past. Specifically,
24 Senior District Judge William B. Shubb has approved rates consistent with the Laffey Matrix for my
25 office. See *Kabasele v. ULTA Salon Cosmetics & Fragrance, Inc.*, CAED 2:21-cv-1639 (Dkt. No.
26 52); *Flores v. Dart Container, Inc.*, CAED Case No. 2:19-cv-00083 (Dkt. No. 43).

27 120. Judge Dale A. Drozd, who was previously in the Fresno Division of the Eastern District
28 (now in Sacramento), and was initially the assigned District Judge in this very case (he issued the ruling

1 on Defendants' Motion to Dismiss), has also approved rates consistent with those outlined in the Laffey
2 Matrix. See *Wise v. ULTA Salon Cosmetics & Fragrance, Inc.*, CAED Case No. 1:17-cv-00853
3 *Emmons v. Quest Diagnostics Clinical Laboratories, Inc.*, CAED Case No. 1:13-cv-00474 (Dkt. No.
4 95).

5 121. Plaintiffs are respectfully renewing their request for approval of attorneys' fees in the
6 amount of \$1,000,000 or 1/3 of the GSF, to be distributed 90% to Mayall Hurley, P.C. and 10% to the
7 Law Offices of Mark S. Adams. Although the Court was unwilling to preliminarily approve this
8 amount, Plaintiffs respectfully ask the Court to revisit and/or reconsider the issue.

9 **The Attorneys' Fees Sought by Class Counsel are Reasonable and Should be Approved**

10 122. Plaintiffs seek an attorneys' fees award of one-third of the \$3,000,000 GSF, or
11 \$1,000,000. Based upon my experience, as well as my review of fee awards in similar class and
12 representative actions, the requested fee is reasonable under the circumstances and is consistent with
13 recent Federal and California court awards in similar wage and hour class settlements.⁴

14 123. Litigating large employment class and representative actions is neither appealing to,
15 nor realistic for, many lawyers and law firms. The law is constantly changing and a single ruling or
16 legislative change can devastate a case. See e.g., *Epic Systems Corp. v. Lewis*, 584 U.S. 497 (2018)
17 and Assembly Bill No. 1506.

18 124. As particularly relevant to the instant case, the law regarding the scope of the
19 transportation worker exemption to the FAA has developed throughout this litigation (and continues
20 to do so). Although Amazon did not assert any arbitration agreement, I am aware Kryzhanovskiy
21 executed one in connection with a transfer of positions in November 2020 and the issue was thus one
22 that was on my radar throughout the litigation. *Rittmann v. Amazon.com, Inc.*, 971 F.3d 904 (9th Cir.

23
24 ⁴ *In re Omnivision Tech., Inc.* 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008); *Beaver v. Tarsadia Hotels*, 2017 WL
25 4310707 *9 (S.D. Cal. 2017) (approving fee of 1/3 of the common fund in wage and hour class action); *Campbell v. Best*
26 *Buy Stores, L.P.*, 2016 WL 6662719*10 (C.D. Cal. 2016) (approving a fee of one-third of the common fund); *Millan v.*
27 *Cascade Water Services*, 2016 WL 3077710 *11-12 (E.D. Cal. 2016) (approving an award of 33% of the common
28 fund); *Taylor v. Shipper's Transport Express, Inc.*, 2015 WL 12658458 *17 (C.D., Cal. 2015) (holding that 33% was
reasonable given the result, the risk, and counsel's time investment) *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D.
431, 449 (E.D. Cal. 2013) (awarding one-third of the settlement fund). The Ninth Circuit has also upheld awards of one-
third of a common fund. See *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 460 (9th Cir. 2000) (affirming an award of
one-third of total recovery); *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming an award of one-
third of a \$12 million common fund).

1 2020) made clear that Amazon *drivers* are “engaged in interstate commerce” and fall within the
2 exemption, but the issue of whether the exemption extends to warehouse workers and others who are
3 within the scope of the Class here, or whether the exemption should continue to be operative at all,
4 remains somewhat unsettled. See *Nair v. Medline Industries, Inc.*, 2023 WL2636464 * 4-5 (E.D.
5 Cal. 2023) (applying the transportation worker exemption to a warehouse operator who simply
6 moved packages within a warehouse); *Bissonnette v. LePage Bakeries Park St. LLC* U.S. Supreme
7 Court Case No. 23-51 (currently pending and addressing whether § 1 exemption should continue to
8 apply and addressing its scope). Development of this issue could have a substantial impact on the
9 claims of the Class here, if the litigation were to proceed, as many of them executed Arbitration
10 Agreements with express class waiver provisions.

11 125. In the class action contingency context, plaintiff’s lawyers undertake the obligation to
12 finance the litigation and bear significant risk in the event of an unsuccessful outcome, at trial or
13 otherwise. This case was taken on a contingency basis with the possibility that my office would
14 receive no compensation whatsoever for our efforts. The potential costs that must be advanced in
15 wage and hour class and representative actions like this one are often substantial.

16 126. Representing employees in class and representative actions also requires specialized
17 skill and the willingness to assume the aforementioned risks. As previously set forth, Mayall Hurley,
18 P.C. has extensive experience in employment class and representative actions.

19 127. In standard, single-plaintiff wage-and-hour cases, Mayall Hurley, P.C. routinely charges
20 a contingent fee at or above one-third of the gross recovery (generally between 33 1/3% and 40%).
21 Therefore, had we negotiated individual retainer agreements with the Settlement Class Members in this
22 action, we would have expected equal to or more than we are presently requesting in attorneys’ fees.

23 128. Throughout the litigation of this case, my office worked diligently and without
24 compensation (or any promise of compensation) to achieve the Settlement reached. Work performed
25 on this matter necessarily required Mayall Hurley P.C. to forego other profitable work.

26 129. In general, Class Counsel should not be punished for efficiently litigating and quickly
27 maneuvering matters into a settlement posture, while not undertaking unnecessary work or
28 “overbilling”, by departure from the common fund method or routine recourse to the lodestar cross-

1 check. *In re Nat. Collegiate Athletic Assoc. Athletic Grant-in-Aid Cap Antitrust Litig.*, 2017 WL
2 6040065 * 10, fn 63.

3 130. At all times during the pendency of this action, Mayall Hurley, P.C., operated under a
4 computerized billing system. On all cases, including this case, attorneys and paralegals enter their time
5 worked on the case contemporaneously with the work done. Each billing entry is identified by the
6 initials of the timekeeper performing the work, the date the work was performed, a description of the
7 work performed, the time worked, the assigned hourly rate for the timekeeper, and the total value of the
8 work performed. Attached as **Exhibit 4** is the updated consolidated billing record of Mayall Hurley,
9 P.C. generated by the timekeepers working on this case. These records accurately reflect the hours our
10 attorneys worked on this case, through filing of the final approval and fee motions, during which we
11 sought to efficiently manage, staff, assign, and divide the work between our respective attorneys and to
12 avoid duplication of effort. All of these hours worked were reasonably and necessarily expended on
13 this litigation.

14 131. The hourly rates of individual attorneys vary depending upon his or her level of
15 experience, with more experienced attorneys billed at higher rates. The customary hourly rate in
16 plaintiff's employment class action cases ranges from \$878/hr (for partners with more than 10 years'
17 experience litigating plaintiffs' employment cases) to \$1057/hr (for a senior partner with over 30 years'
18 of experience), are commensurate with the rates of practitioners with similar experience in plaintiffs'
19 wage-and-hour class actions within the California legal market, and have also been approved by
20 numerous federal and state courts across the state, including courts within the Eastern District in the
21 recent matters of *Modica v. Iron Mountain Information Management Services, Inc.*, United States
22 District Court, Eastern District of California Case No. 2:19-cv-00370-TLN-JDP and *Wise v. ULTA*
23 *Salon Cosmetics & Fragrance, Inc.*, United States District Court, Eastern District of California Case
24 No. 1:17-cv-00853-DAD-EPG.⁵

25 _____
26 ⁵ *Flores v. Dart Container Corp.*, United States District Court, Eastern District of California Case No. 2:19-cv-00083-WBS-
27 JDP, 2021 WL 1985440 * (Senior Eastern District Judge Shubb approving fees based on Laffey Matrix); *Modica v. Iron*
28 *Mountain Information Management Services, Inc.*, United States District Court, Eastern District of California Case No.
2:19-cv-00370-TLN-JDP, 2021 WL 606407 *3, Order Granting Final Approval of Class Action Settlement, Motion for
Attorneys' Fees, Costs, Service Payment, and Final Judgment, January 6, 2021 at ¶ 15 (approving fees near these rates with

1 132. At the time of filing this declaration Mayall Hurley, P.C.'s attorneys and paralegals have
 2 devoted more than 650 hours (651.60) to prosecuting this case. The result is a current lodestar for
 3 Mayall Hurley of \$563,919.95. This amount does not include the additional time that will be necessary
 4 to answer Class member questions during the notice period/administration process, coordinate with the
 5 Administrator, and prepare the final approval motion documents. The current lodestar is summarized
 6 in the chart below:

<u>Timekeeper</u>	<u>Experience</u>	<u>Rate/Hour</u>	<u>Hours</u>	<u>Total</u>
Jenny D. Baysinger (Shareholder)	2007	\$878	351.55	\$308,660.90
Robert Wasserman (Shareholder)	2008	\$878	261.90	\$229,948.20
Vladimir J. Kozina (Shareholder)	2012	\$878	13.50	\$11,853
William J. Gorham (Shareholder/Managing Partner)	1990	\$1,057	9.25	\$9,777.25

14
 15 multiplier of 2.17, using the preliminarily approved rates here, the multiplier necessary in that case would have been nearly
 16 5); *Wise v. Ulta Salon Cosmetics & Fragrance, Inc.*, United States District Court, Eastern District of California Case No.
 17 1:17-cv-00853-DAD-EPG, Order Granting Final Approval of Class Action Settlement and Awarding Attorneys' Fees,
 18 Costs, and Incentive Payments, March 27, 2020 at pp. 12-14 (approving near these rates *with* a multiplier) *Grady and Duran*
 19 *v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2017-13867, Order
 20 Granting Plaintiff's Motion for Final Approval of Class Action Settlement, May 29, 2019, (approving fee request at
 21 identical rates based upon the Laffey Matrix); *Ali v. Sutter Gould Medical Foundation, Inc.*, Sacramento County Superior
 22 Court Case No. 34-2017-00217486, Order Granting Final Approval of Class Action Settlement, May 30, 2019 (approving
 23 fee request at identical rates based upon the Laffey Matrix); *Kumar v. Forty Niners Stadium Management Company, LLC*,
 24 Santa Clara County Superior Court, Case No. 17CV3121427, Order Granting Final Approval of Class Action Settlement,
 25 Fees and Costs of Class Counsel, Service Payment to Class Representative, Settlement Administration Costs, and Entering
 26 Final Judgment, March 29, 2019 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Smith v.*
 27 *Wal-Mart Stores, Inc.*, United States District Court, Northern District, Case No. 3:16-cv-02832-JD, Order of Final Approval
 28 of Class Action Settlement and Judgment, Dkt. No. 86 filed September 21, 2018 (approving fee request at nearly identical
 rates based upon the Laffey Matrix); *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States District
 Court of California, Eastern District, Case No. 2:16-1747-WBS-KJN, Memorandum and Order RE: Motion for Final
 Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payment,
 Dkt. No. 49, April 25, 2018 (approving fee request of one-third of the common fund at nearly identical rates based upon the
 Laffey Matrix); *Hugues v. The Morning Star Trucking Company, LLC*, Yolo County Superior Court Case No. CV-1215,
 Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Final Judgment,
 August 3, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding multiplier of
 1.407); *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court, Case No. BV592580, Order
 Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Entering Final Judgment,
 August 7, 2017 (approving fee request of one-third at nearly identical rates based on the Laffey Matrix) and; *Jaime v. Walt*
Disney Parks and Resorts U.S., Inc., United States District Court, Central District of California, Case No. SACV 15-01618-
 CJC(DFMx), Order Granting Plaintiff's Motions for Final Approval of the Settlement Agreement and for Attorney Fees,
 Costs, and Service Payment, Docket No. 34, June 26, 2017 (approving fee request at nearly identical rates based on the
 Laffey Matrix and awarding a multiplier of 1.44).

1 Anita Gorham (Paralegal)		\$239.00	15.40	\$3,680.60
	Total:		651.60	\$563,919.95

4 133. The Law Offices of Mark S. Adams has devoted 66.4 hours to this matter. Mr. Adams’
5 rate for this matter is \$1,057/hour, which results in a lodestar of \$70,184.80.

6 134. Combining Mayall Hurley’s lodestar with the lodestar of the Law Offices of Mark S.
7 Adams, the total lodestar for Class Counsel is \$634,104.75 associated with the expenditure of over 700
8 (718) total hours of work time expended.

9 135. Based on this lodestar, a modest multiplier of 1.58 is necessary to reach the amount of
10 fees Class Counsel is actually requesting. This is below the “3-4 range [that] are common in lodestar
11 awards for lengthy and complex class action litigation” (*Van Vranken v. Atlantic Richfield Co.*, 901
12 F.Supp. 294, 298 (C.D. Cal. 1995) and within the 1.9 to 5.1 typically approved (4 NEWBERG ON CLASS
13 ACTIONS § 14.7). The fees requested are entirely reasonable.

14 136. While I believe that Class Counsel’s requested hourly rates as outlined in the Laffey
15 Matrix are reasonable and consistent with attorneys with comparable class action experience and
16 qualifications in wage and hour matters, I also recognize the Eastern District has historically taken a
17 more conservative stance on attorney hourly rates than some other California federal and state courts.

18 137. If Class Counsel’s hourly rates are reduced to a range previously approved in the Eastern
19 District by the District Judge initially assigned to the instant case, Dale A. Drozd, between \$370 and
20 \$495 for associates, and \$545 and \$695 for senior counsel and partners, see e.g., *Emmons v. Quest*
21 *Diagnostics Clinical Labs., Inc.*, 1-13-cv-00474-DAD-BAM, 2017 WL 749018 * 8 (E.D. Cal. Feb. 27,
22 2017), our lodestar figure would equal \$427,922 and a reasonable multiplier of 2.34 would cause it to
23 exceed the \$1,000,000 in fees requested.⁶

24 138. In hourly billed matters, of which I personally have many, I currently charge hourly
25 rates between \$350 and \$450 for my services (\$500 for the services of Mr. Gorham and others with
26 _____

27 ⁶ For this calculation, (1) partners, Robert Wassermann, Vladimir J. Kozina, , and myself, who have 12, 16, and 17 years
28 of experience, respectively, were assigned a rate of \$595/hr., and (2) senior partners William J. Gorham and Mark
Adams, who each have more than 30 years of experience, were assigned a rate of \$695/hr.

1 over 30 years experience). These clients are generally located within San Joaquin and Stanislaus
2 counties, within the jurisdiction of the United States District Court, Eastern District of California. The
3 vast majority of new clients acquired are charged at least \$450 per hour. Using the middle hourly rate I
4 actually charge for my services for non-contingent clients (\$400 for me, Mr. Wassermann and Mr.
5 Kozina) and the \$500 rate actually charged for Mr. Gorham (also applied to Mr. Adams), Class
6 Counsel's combined lodestar figure equals \$290,915 and an acceptable multiplier of 3.44 would cause
7 it to exceed the \$1,000,000 in fees requested.

8 139. Using the low-end rate approved for associates by Judge Drozd in *Emmons* in 2017 of
9 \$370 (even though no associates worked on the matter and all partners who expended time have more
10 than 12 years' experience), Class Counsel's lodestar figure would equal \$262,272 and an acceptable
11 multiplier of 3.82 would cause it to exceed the \$1,000,000 fee requested.

12 140. Reducing the rates to those identified as appropriate in the Court's Preliminary Approval
13 Order (\$325 for Wassmerann and Baysinger, \$300 for Kozina, and \$400 for Gorham and Mark
14 Adams), Class Counsel's lodestar figure equals \$235,991.25 and a multiplier of 4.24 would cause it to
15 exceed the \$1,000,000 in fees requested.

16 141. The results of the Settlement here are particularly positive for Class Members as
17 compared to other settlements reached (and approved) in wage and hour class action matters against
18 Amazon entities and the fees sought are wholly consistent with the common fund fees sought (and
19 awarded) in those actions.

20 **Other Amazon Approved Wage and Hour Class Action Settlements**

21 *Miller v. Amazon – Alameda County Superior Court*

22 142. In the matter of *Miller v. Amazon.com, LLC*, Alameda County Superior Court Case No.
23 17-CV-03488-MMC a settlement was reached in 2021 on behalf of more than 3,000 (3,035) non-
24 exempt California delivery drivers in exchange for payment of \$2,000,000; an average gross value of
25 \$658.98 per Class Member. The claims released in *Miller* broadly included claims for unpaid
26 minimum and overtime wages, failure to provide meal and rest periods, failure to reimburse employee
27 expenses, failure to provide accurate wage statements, waiting time penalties, and violations of the
28 UCL. The Settlement here is proportionally greater with a *significantly* more narrow release. The

1 Alameda County Superior Court approved the attorneys' fees requested on a common fund basis at 1/3
2 of the Settlement amount (\$666,666.67).

3 *Romanov v. Amazon – CACD*

4 143. In *Romanov v. Amazon.com Services, LLC, et al.*, United States District Court, Central
5 District of California Case No. 2:20-cv-02692 (approved 3/2022), Defendants resolved the claims of
6 4,981 Delivery Associates (drivers) within California in exchange for payment of \$700,000; an
7 average gross value of \$140.53. The claims released in *Romanov* broadly included claims for unpaid
8 minimum and overtime wages, failure to provide meal and rest periods, failure to timely pay wages,
9 failure to reimburse employee expenses, failure to provide accurate wage statements, waiting time
10 penalties, and violations of the UCL. The Settlement here is proportionally greater with a significantly
11 more narrow release. In *Romanov*, the Central District Court awarded fees of 1/3 of the gross
12 settlement fund (\$233,333.33).

13 *Williams v. Amazon.com Services, LLC – CAND*

14 144. In *Williams v. Amazon.com Services, LLC*, United States District Court, Northern
15 District of California Case No. 3:22-cv-01892, Amazon agreed to pay \$950,000 to resolve the
16 reimbursement claims of 6,937 current and former California office workers. The settlement was
17 relatively narrow in scope (as is the case here) and provided an average gross recovery of \$136.94,
18 significantly less than what the Settlement affords here. The Court approved counsel's requested fee
19 award of 1/3 of the MSA (\$285,000).

20 *Swearingen v. Amazon – U.S. District Court Oregon*

21 145. In the very recent *Swearingen v. Amazon.com Services, Inc.* (approved in 2023),
22 Oregon District Court Case No. 3:19-cv-01156, the court approved a settlement of \$18,000,000 to
23 resolve the claims of more than 10,779 Oregon Amazon warehouse employees. Of note, the
24 settlement resulted in only \$1,000,000 of "guaranteed" recovery to Class Members, with additional
25 amounts available only on a "claims made" basis (up to a maximum of \$10,830,000). The minimum,
26 non-reversionary amount payable by Amazon in that approved settlement was \$12,170,000
27 (\$6,000,000 to be distributed to 10,779 employees), with \$5,830,000 potentially reverting to Amazon.
28 This minimum ended up being the actual payout by Amazon, which equates to an average gross

1 recovery of \$1,129.04. It is of note that \$4,138,979 was distributed on a claims made basis to 2,773 of
2 the Class Members, while only \$1,861,021 was available to distribute to Class Members who did not
3 make claims (an average recovery of only \$172.65).

4 146. Of that actual amount remitted by Amazon, \$12,170,000, \$6,000,000 (less than 50%)
5 was distributed to Class Members and the remainder (over 50%) was distributed as attorneys' fees,
6 costs, administration expenses, and class representative service awards. The Oregon federal Court
7 approved attorneys' fees of 1/3 of the MSA (\$6,000,000), which required a multiplier of 4.38.

8 *Boone v. Amazon.com Services, LLC – Eastern District of California*

9 147. In the pending matter of *Boone v. Amazon.com Services, LLC*, this Court preliminarily
10 approved settlement in the amount of \$5,500,000 for 250,000 class members and Class Counsel's
11 request for attorneys' fees of 1/3 of the Settlement Amount, or \$1,833,333.33.

12 148. That case had a similar procedural route to settlement as the instant action; there was an
13 early attack on the UCL claim (which plaintiffs there were unable to successfully defend), the case
14 proceeded for just over 2 years before maneuvering into a settlement posture, a full-day mediation
15 occurred, and the parties had the benefit of informal discovery in advance of mediation. Here,
16 Plaintiffs' counsel successfully defended against a motion to dismiss, engaged in both formal and
17 informal discovery, maneuvered the case into a settlement posture after approximately 2 years, and
18 participated in a full-day mediation that ultimately facilitated the proposed resolution.

19 149. Awarding counsel in *Boone* its requested 1/3 of the settlement, the Court applied a 3.86
20 multiplier of the lodestar.

21 150. While class counsel in *Boone* has a higher lodestar because of significantly more hours
22 expended, the *Boone* case also had 12 individuals working on the matter, to Class Counsel's six (6)
23 here. In addition, Class Counsel here should not be punished for proceeding with its matter efficiently
24 and thereby incurring a more modest lodestar—this factor should not count against Class Counsel in
25 determining an appropriate fee award.

26 151. Simply applying a comparable 3.86 multiplier to Class Counsel's lodestar here, which
27 should at least be warranted based on comparable results, merits a fee award of \$910,926.22 or 30.3%
28 of the common fund.

EXHIBIT 1

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 14 LEILANI KRYZHANOVSKIY and
 PATRICIA SALAZAR

16 UNITED STATES DISTRICT COURT
 17 EASTERN DISTRICT OF CALIFORNIA

18 LEILANI KRYZHANOVSKIY and
 PATRICIA SALAZAR, individually, on
 19 behalf of all others similarly situated, and as a
 proxy for the LWDA,

20 Plaintiff,

21 v.

22 AMAZON.COM SERVICES, INC., a
 23 Delaware corporation; AMAZON.COM
 SERVICES, LLC, a Delaware limited liability
 24 company; and DOES 1-100, inclusive,

25 Defendants.

CASE NO. 2:21-cv-01292-BAM
**CLASS ACTION SETTLEMENT
 AGREEMENT AND RELEASE**

CLASS ACTION SETTLEMENT AND RELEASE

1
2 This Class Action Settlement Agreement and Release (“Settlement Agreement” or
3 “Agreement”), is made and entered into by, between, and among Plaintiffs Leilani Kryzhanovskiy
4 (“Kryzhanovskiy”) and Patricia Salazar (“Salazar”) (collectively, the “Named Plaintiffs”), on behalf of
5 themselves, the Settlement Class, as defined below, the State of California, and the PAGA Settlement
6 Members, as defined below, on the one hand, and Defendants Amazon.com Services, Inc. and
7 Amazon.com Services LLC (“Defendants” or “Amazon”) on the other.

8 Named Plaintiffs and Defendants (collectively, the “Parties”) enter into this Agreement to
9 effectuate a full and final settlement and preclusive judgment resolving completely and to the fullest
10 extent permitted by law the Released Class Claims and Released PAGA Claims, as defined below, and
11 brought against Defendants in *Kryzhanovskiy v. Amazon.com Services, Inc. et al.* (Case No. 2:21-cv-
12 01292-BAM) in the United States District Court for the Eastern District of California. This Agreement
13 is intended to fully and finally compromise, resolve, discharge, and settle the Released Class Claims
14 and Released PAGA Claims, as defined and on the terms set forth below, and to the full extent reflected
15 herein, subject to the approval of the Court.

I. RECITALS

16
17 WHEREAS, on July 22, 2021, Leilani Kryzhanovskiy filed a putative class action in the Eastern
18 District of California against Defendants alleging various wage-and-hour violations and asserting
19 individual claims for alleged violations of the Fair Employment Housing Act and Labor Code in the
20 matter *Kryzhanovskiy v. Amazon.com Services, Inc. et al.*, Case No. 2:21-cv-01292-BAM (the
21 “Action”);

22 WHEREAS, on August 20, 2021, Kryzhanovskiy amended her complaint to add claims under
23 the Private Attorneys General Act, codified in California Labor Code §§ 2698 *et seq.*, (“PAGA”);

24 WHEREAS, on August 31, 2023, the Parties attended a mediation session with experienced
25 professional mediator Lisa Klerman, and, in preparation for mediation, engaged in written discovery
26 and informal exchanges of information, documents, and voluminous data, which enabled a thorough
27 evaluation of the claims, and the likely outcomes, risks, and expense of pursuing litigation;

1 WHEREAS, on September 8, 2023, the Parties reached an agreement in principle to resolve the
2 Action;

3 WHEREAS, the Parties agree that Magistrate Judge Barbara McAuliffe will handle the review
4 and approval of the settlement;

5 WHEREAS, the Parties desire to fully, finally, and forever settle, compromise, and discharge
6 all disputes and claims that exist between them arising from the factual allegations that underlie the
7 Action concerning any and all claims asserted therein, including:

8 Named Plaintiffs’ class claims for: (1) failure to pay overtime under California Labor Code
9 §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor
10 Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, (3) unlawful business
11 practices under Unfair Competition Law including Business and Professions Code sections 17200 *et*
12 *seq.*, and (4) Plaintiff Salazar’s class claim for waiting time penalties in violation of Labor Code
13 §§ 201–203;

14 Named Plaintiffs’ PAGA claims for: (1) failure to pay overtime under California Labor Code
15 §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor
16 Code § 226, (3) failure to pay sick leave in violation of Labor Code § 248.5, and (4) Plaintiff Salazar’s
17 claim for waiting time penalties in violation of Labor Code §§ 201–203; and

18 Kryzhanovskiy’s individual claims for: (1) violation of California’s Equal Pay Act, codified in
19 Labor Code § 1197.5, (2) gender discrimination under California Government Code § 12940(a),
20 (3) retaliation under California Government Code § 12940(h), (4) retaliation under California Labor
21 Code § 1102.5, (5) failure to timely provide payroll records under California Labor Code §§ 226(b)–
22 (c), and (6) failure to timely provide personnel records under California Labor Code § 1198.5.

23 To achieve a full and complete release of the claims against Defendants (and the “Released
24 Parties” as defined in this Agreement), the Named Plaintiffs and Participating Settlement Class
25 Members, as defined in this Agreement (which include any legal heirs and/or successors-in-interest of
26 all Participating Settlement Class Members), through execution of the Agreement, acknowledge that
27 this Settlement Agreement is intended to include in its effect the entirety of the Released Claims, as
28 more fully described in Paragraphs 28, 29, and 62 of this Agreement.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Settlement Agreement, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

1. “Action” means *Kryzhanovskiy v. Amazon.com Services, Inc. et al.* (Case No. 2:21-cv-01292-BAM).

2. “Attorneys’ Fees and Costs” means attorneys’ fees sought by Class Counsel for litigation and resolution of the Action, and all reasonable costs incurred by Class Counsel in the Action as outlined in this Agreement. Subject to review and approval by the Court, Class Counsel has indicated that they intend to seek attorneys’ fees of not more than one third (1/3) of the Gross Settlement Fund, or One Million Dollars (\$1,000,000.00) plus reasonable costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), which shall be paid from the Gross Settlement Fund.

3. “Class Counsel” means and includes Robert J. Wassermann and Jenny D. Baysinger of Mayall Hurley, P.C. and Mark S. Adams of the Law Offices of Mark S. Adams.

4. “Class Counsel Award” means any attorneys’ fees, expenses, or costs awarded to Class Counsel by the Court.

5. “Class List” means a confidential list of all Settlement Class Members and PAGA Settlement Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty (30) calendar days after entry of an order granting Preliminary Approval of this Settlement. The Class List will include, to the extent available from Defendants’ records, each Class Member’s full name; most recent mailing address, and telephone number contained in Defendants’ personnel records; Social Security number; dates of employment; the number of “weeks worked” or “workweeks” that each Class Member worked during the Class Period according to Defendants’ records; and any other information needed to calculate Individual Settlement Payments. The data provided to the Settlement Administrator will be treated as confidential and will not be disclosed to anyone, except as may be required to applicable tax authorities, pursuant to Defendants’ express written consent, by order of the Court, or to carry out the reasonable steps described in this Settlement to locate missing Settlement Class Members. The data provided to the Settlement Administrator will not be shared with Class Counsel.

1 6. “Class Period” means the period from July 22, 2017 through November 7, 2023.

2 7. “Class Representative Enhancement Payment” means the amounts to be paid to Named
3 Plaintiffs, subject to final approval by the Court, in recognition of their effort and work in prosecuting
4 the Action on behalf of Settlement Class Members, and for their general release of claims under Civil
5 Code section 1542. Subject to the Court granting final approval of this Settlement Agreement and
6 subject to the exhaustion of any and all appeals, Named Plaintiffs have stated that they will request
7 Court approval of Class Representative Enhancement Payments of Seventeen Thousand Five Hundred
8 Dollars (\$17,500.00) total, representing Ten Thousand Dollars (\$10,000.00) to Kryzhanovskiy and
9 Seven Thousand Five Hundred Dollars (\$7,500.00) to Salazar.

10 8. “Court” or “Eastern District of California” means the U.S. District Court for the Eastern
11 District of California.

12 9. “Defendants” means Amazon.com Services LLC and Amazon.com Services, Inc.

13 10. “Effective Date” means the later of: (i) if no timely objections are filed, or if filed, are
14 withdrawn prior to final approval, the date upon which the Court enters an order granting Final
15 Approval of the Settlement Agreement; or (ii) if timely objections are filed and not withdrawn, then
16 either five (5) calendar days from the final resolution of any appeals timely filed or the expiration date
17 of the time for filing or noticing any such appeals, provided that the Settlement is finally approved
18 without material modification.

19 11. “Final Approval” means the entry of an order that the Named Plaintiffs and Defendants
20 will jointly seek from the Court, and the entry of which shall reflect the Court’s Judgment finally
21 approving the Settlement Agreement.

22 12. “Final Approval Hearing” means the hearing that is to take place after the entry of the
23 Preliminary Approval Order and after the date the Settlement Administrator sends Notice Packets to
24 Settlement Class Members for purposes of: (i) entering Final Approval; (ii) determining whether the
25 Settlement Agreement shall be approved as fair, reasonable, and adequate; and (iii) ruling upon an
26 application by Class Counsel for Attorneys’ Fees and Costs and Named Plaintiffs’ Class Representative
27 Enhancement Payments.

28 13. “Funding Date” means thirty (30) calendar days after the Effective Date.

1 14. “Gross Settlement Fund” means the non-reversionary amount of Three Million Dollars
2 (\$3,000,000.00), to be paid by Defendants in full satisfaction of all Released Claims, which includes
3 all Individual Settlement Payments to Participating Settlement Class Members, Participating
4 Settlement Class Members’ shares of applicable payroll tax payments (including FICA, FUTA, and
5 SDI contributions), the Class Representative Enhancement Payments to Named Plaintiffs, the PAGA
6 Settlement Amount for release of all PAGA claims, Attorneys’ Fees and Costs, and Settlement
7 Administration Costs. In addition to the amount provided as part of the Gross Settlement Fund,
8 Defendants agree to pay the employer’s share of applicable payroll tax payments (“Employer’s Payroll
9 Tax Payments”). Other than the Employer’s Payroll Tax Payments, in no event will Defendants be
10 liable in the Action for more than the Gross Settlement Fund set forth in this Paragraph, except as to
11 the settlement of Kryzhanovskiy’s individual claims and except as to the Escalation Clause, if triggered,
12 as set forth in Paragraph 60.

13 15. “Individual Settlement Payment” means each Participating Settlement Class Member’s
14 respective share of the Net Settlement Amount.

15 16. “Individual PAGA Payment” means each PAGA Settlement Member’s respective share
16 of the 25% of the PAGA Settlement Amount allocated to PAGA Settlement Members.

17 17. “Named Plaintiffs” means Leilani Kryzhanovskiy and Patricia Salazar.

18 18. “Net Settlement Amount” means the portion of the Gross Settlement Fund remaining
19 after deducting the Class Representative Enhancement Payment, the Class Counsel Award, Settlement
20 Administration Costs, and the PAGA Settlement Amount. The entirety of the Net Settlement Amount
21 will be distributed to Participating Settlement Class Members pro rata, on a per “weeks worked” or
22 “workweek” basis. Participating Settlement Class Members whose employment has ended will be
23 credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the Net
24 Settlement Amount. There will be no reversion of the Net Settlement Amount to Defendants.

25 19. “Notice of Objection” means a Settlement Class Member’s valid and timely written
26 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the
27 objector’s full name, address, and signature; (ii) the case name and case number; (iii) a written
28 statement of the grounds for the objection; and (iv) a statement whether the objector intends to appear

1 at the Final Approval Hearing. Unless the Court orders otherwise, any Settlement Class Member who
2 does not submit a timely written objection to the Settlement, who fails to appear at the Final Approval
3 Hearing to lodge his or her objection, or who fails to otherwise comply with the requirements of this
4 Paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review
5 of the Settlement, by appeal or otherwise.

6 20. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
7 attached as **Exhibit A**.

8 21. “PAGA Period” means the period from August 20, 2020 through November 7, 2023.

9 22. “PAGA Settlement Amount” means the amount that the Parties agree to allocate to the
10 PAGA Settlement Members and the California Labor and Workforce Development Agency (“LWDA”)
11 in connection with resolution of the PAGA claims in the Action. The Parties agree that One Hundred
12 Thousand Dollars (\$100,000.00) of the Gross Settlement Fund will be allocated to the resolution of
13 PAGA Settlement Members’ claims arising under PAGA. As required by PAGA, Seventy-Five
14 Percent (75%), or Seventy-Five Thousand Dollars (\$75,000.00), of the PAGA Settlement Amount will
15 be paid to the LWDA (“LWDA Payment”), and Twenty-Five Percent (25%), or Twenty-Five Thousand
16 Dollars (\$25,000.00), of the PAGA Settlement Amount will be distributed to PAGA Settlement
17 Members on a pro rata basis based on their respective number of “weeks worked” or “workweeks”
18 during the PAGA Period.

19 23. “PAGA Settlement Members” means all non-exempt employees of Defendants in
20 California during the PAGA Period who received a Signing and/or On Sign Bonus during a workweek
21 when he/she also worked overtime hours, including double-time.

22 24. “Participating Settlement Class Members” means all Settlement Class Members who do
23 not submit timely and valid Requests for Exclusion.

24 25. “Parties” means Named Plaintiffs and Defendants, collectively.

25 26. “Preliminary Approval” means the Court order granting preliminary approval of this
26 Settlement Agreement.

27
28

1 27. “Qualified Settlement Fund” means a fund, account, or trust satisfying the requirements
2 of 26 C.F.R. § 1.468B-1, established by the Settlement Administrator for the purpose of distributing
3 the Gross Settlement Fund according to the terms of this Settlement Agreement.

4 28. “Released Class Claims” means all claims, actions, demands, causes of action, suits,
5 debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and
6 legal theories asserted in the operative complaint of the Action, or which relate to the primary rights
7 asserted in the operative complaint, including without limitation claims for (1) failure to pay overtime
8 under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage
9 statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor
10 Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203, and (5) unlawful
11 business practices under Unfair Competition Law including Business and Professions Code sections
12 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.
13 The res judicata effect of the Judgment will be the same as that of the Release.

14 29. “Released PAGA Claims” means all claims for civil penalties pursuant to PAGA based
15 on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the
16 primary rights asserted in the operative complaint, including without limitation PAGA claims for (1)
17 failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish
18 accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in
19 violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201–
20 203. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res
21 judicata effect of the Judgment will be the same as that of the Release. Named Plaintiffs’ LWDA
22 notices are attached as **Exhibit B** to this Settlement Agreement.

23 30. “Released Claims” means the Released Class Claims and the Released PAGA Claims.

24 31. “Released Parties” means Defendants and each of their past, present, and/or future,
25 direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives,
26 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
27 affiliates, divisions, predecessors, successors, assigns, and joint ventures.

28

1 32. “Request for Exclusion” means a letter timely submitted by a Settlement Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth
3 the name and address of the Settlement Class Member requesting exclusion; (ii) include the case name
4 and case number (iii) be signed by the Settlement Class Member; (iv) be returned to the Settlement
5 Administrator; (v) clearly state that the Settlement Class Member does not wish to be included in the
6 Settlement; and (vi) be faxed or postmarked on or before the Response Deadline.

7 33. “Response Deadline” means the deadline by which Settlement Class Members must
8 postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or
9 disputes as to workweeks. The Response Deadline will be sixty (60) calendar days from the initial
10 mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) day falls on a
11 Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on
12 which the U.S. Postal Service is open.

13 34. “Settlement Administration Costs” means the reasonable fees and expenses payable
14 from the Gross Settlement Fund to the Settlement Administrator for administering this Settlement,
15 including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating
16 estimated amounts per Settlement Class Member, tax reporting, distributing the LWDA Payment,
17 Gross Settlement Fund, and Class Counsel Award, providing necessary reports and declarations, and
18 other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties.
19 The Parties have agreed to allocate up to Twenty Five Thousand Dollars (\$25,000.00) to Settlement
20 Administration Costs. The Settlement Administration Costs will be paid from the Gross Settlement
21 Fund. In the event the allocated Settlement Administration Costs exceed the actual costs incurred by
22 the Settlement Administrator, the difference shall be a part of the Net Settlement Amount and
23 distributed to the Participating Settlement Class Members.

24 35. “Settlement Administrator” means Atticus Class Action Administration, which the
25 Parties have agreed to, subject to approval by the Court for the purposes of administering this
26 Settlement. The Parties each represent that they do not have any financial interest in the Settlement
27 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
28 conflict of interest.

1 Motion for Preliminary Approval, including all executed and necessary exhibits, within thirty (30)
2 calendar days of executing this Settlement Agreement.

3 40. Funding of the Gross Settlement Fund and Employer's Payroll Tax Payments. By the
4 Funding Date, Defendants will make a one-time deposit of the Gross Settlement Fund of Three Million
5 Dollars (\$3,000,000.00) plus the Employer's Payroll Tax Payments into a Qualified Settlement Fund
6 to be established by the Settlement Administrator in exchange for the promises set forth in this
7 Settlement Agreement, including the Releases by the Participating Settlement Class Members, PAGA
8 Settlement Members, and Named Plaintiffs for the Released Claims. The Individual Settlement
9 Payments are not being made for any other purpose and will not be construed as compensation for
10 purposes of determining eligibility for any health and welfare benefits or unemployment compensation.
11 After the Effective Date, the Gross Settlement Fund will be used to pay: (i) Individual Settlement
12 Payments; (ii) the PAGA Settlement Amount; (iii) the Class Representative Enhancement Payment;
13 (iv) the Class Counsel Award; and (v) Settlement Administration Costs.

14 41. Non-Reversionary Settlement. Participating Settlement Class Members are entitled to
15 one hundred percent (100%) of the Net Settlement Amount, to be distributed as outlined in Paragraph
16 18. Defendants maintain no reversionary right to any portion of the Net Settlement Amount, including
17 any increase in the Net Settlement Amount resulting from a reduction in the Class Representative
18 Enhancement Payment, Class Counsel Award, the PAGA Settlement Amount, and/or the Settlement
19 Administration Costs. If there are any timely submitted opt outs or a reduction in the Class
20 Representative Enhancement Payments, Class Counsel Award, the PAGA Settlement Amount, and/or
21 the Settlement Administration Costs, the Settlement Administrator shall proportionately increase the
22 Individual Settlement Payments for each Participating Settlement Class Member so that the amount
23 actually distributed to Participating Settlement Class Members equals one hundred percent (100%) of
24 the corresponding Net Settlement Amount. If the amount of the Employer's Payroll Tax Payment is
25 overestimated, however, funds equivalent to the overestimated amount shall revert to Defendants.

26 42. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for attorneys' fees
27 of not more than one-third (1/3) of the Gross Settlement Fund, or One Million Dollars (\$1,000,000.00)
28 plus reasonable costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00)

1 subject to proof by Class Counsel. The Settlement Administrator (and not Amazon) shall issue an IRS
2 Form 1099 to Class Counsel reflecting the Class Counsel Award. Defendants will not be responsible
3 for attorneys' fees or costs and expenses incurred by any counsel for Named Plaintiffs that is not Class
4 Counsel.

5 43. Class Representative Enhancement Payments. In exchange for general releases of all
6 known and unknown claims that they may have against Defendants and Released Parties based on their
7 employment with Defendants (including a waiver of claims under Civil Code section 1542), and in
8 recognition of their service to the class, Named Plaintiffs shall jointly apply for Class Representative
9 Enhancement Payments of Seventeen Thousand Five Hundred Dollars (\$17,500.00) total, representing
10 Ten Thousand Dollars (\$10,000.00) to Kryzhanovskiy and Seven Thousand Five Hundred Dollars
11 (\$7,500.00) to Salazar. The Class Representative Enhancement Payments will be paid from the Gross
12 Settlement Fund and will be in addition to Named Plaintiffs' Individual Settlement Payments paid
13 pursuant to the Settlement Agreement. The Settlement Administrator (and not Amazon) shall issue an
14 IRS Form 1099 to each of the Named Plaintiffs reflecting their Class Representative Enhancement
15 Payments. Named Plaintiffs agree to assume responsibility for remitting to the Internal Revenue
16 Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts to be
17 deduced by law, if any, from their Class Representative Enhancement Payments. In addition, Named
18 Plaintiffs shall hold Defendants and the Released Parties harmless and indemnify and defend
19 Defendants and the Released Parties for all taxes, interest, penalties, and costs incurred by Defendants
20 or the Released Parties in connection with any claims relating to their non-withholding of taxes from
21 the Class Representative Enhancement Payments.

22 44. Kryzhanovskiy's Individual Settlement Agreement. In exchange for a release of her
23 individual claims for: (1) violation of California's Equal Pay Act, codified in California Labor Code
24 § 1197.5, (2) gender discrimination under California Government Code § 12940(a), (3) retaliation
25 under California Government Code § 12940(h), (4) retaliation under California Labor Code § 1102.5,
26 (5) failure to timely provide payroll records under California Labor Code § 226(b)-(c), and (6) failure
27 to timely provide personnel records under California Labor Code § 1198.5, Kryzhanovskiy will receive
28 from Defendants Twenty-Five Thousand Dollars (\$25,000.00) and an increase of her current hourly

1 wage from \$24.74 to \$25.86 (so as to equalize her base hourly rate of pay to the current pay of her
2 husband, Sergey Kryzhanovskiy).

3 45. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs it incurs for purposes of administering the Settlement and distributing payments from
5 the Gross Settlement Fund. These costs, which will be paid from the Gross Settlement Fund, will
6 include, inter alia, calculating, paying, and reporting the required tax payments on the Individual
7 Settlement Payments; the issuing and collection of 1099 and W-2 IRS Forms; distributing Notice
8 Packets; processing Requests for Exclusion, Notices of Objection, and workweek disputes; performing
9 skip trace on Notice Packets returned as undeliverable; calculating and distributing from the Gross
10 Settlement Fund all Individual Settlement Payments, the PAGA Settlement Amount, Class
11 Representative Enhancement Payments, and the Class Counsel Award; and providing necessary reports
12 and declarations, among other tasks that the parties may agree upon or as set forth in this Agreement.

13 46. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
14 of One Hundred Thousand Dollars (\$100,000.00) from the Gross Settlement Fund will be designated
15 for satisfaction of Named Plaintiffs' and PAGA Settlement Members' PAGA claims. Pursuant to
16 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000.00), of the PAGA
17 Settlement Amount will be paid to the LWDA, and Twenty-Five Percent (25%), or Twenty-Five
18 Thousand Dollars (\$25,000.00), will be distributed on a pro rata basis to the PAGA Settlement
19 Members based on the number of "weeks worked" or "workweeks" during the PAGA Period. This
20 amount will not revert to Defendants.

21 47. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
22 Participating Settlement Class Members as provided in Paragraphs 18 and 41. No portion of the Net
23 Settlement Amount will revert to or be retained by Defendants.

24 48. Individual Settlement Payment Calculations. Individual Settlement Payments will be
25 calculated and apportioned on a pro rata basis from the Net Settlement Amount to Settlement Class
26 Members who do not opt out depending on the number of "weeks worked" or "workweeks" (defined
27 as any calendar week during the Class Period) in which a Settlement Class Member performed at least
28 one day of work for Defendants. Participating Settlement Class Members whose employment has

1 ended will be credited an additional four (4) weeks worked for purposes of calculating their pro rata
2 share of the Net Settlement Amount. Settlement Class Members do not need to submit a claim to
3 participate and receive their Individual Settlement Payment.

4 49. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
5 and apportioned from the 25% portion of the PAGA Settlement Amount allocated to PAGA Settlement
6 Members on a pro rata basis depending on the number of “weeks worked” or “workweeks” in which a
7 PAGA Settlement Member performed at least one day of work for Defendants during the PAGA
8 Period. PAGA Settlement Members whose employment has ended will be credited an additional four
9 (4) weeks worked for purposes of calculating their pro rata share of the PAGA Settlement Amount.
10 PAGA Settlement Members do not need to submit a claim to participate in the PAGA portion of the
11 Settlement and also may not opt out of the resolution of the PAGA claim.

12 50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
13 Participating Settlement Class Members and Individual PAGA Payments made to PAGA Settlement
14 Members under this Settlement, as well as any other payments made pursuant to this Settlement, will
15 not be utilized to calculate any additional benefits under any benefit plans to which any Settlement
16 Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k)
17 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
18 Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Settlement Class Members may be entitled under any benefit
20 plans. For the avoidance of doubt, no Settlement Class Member shall be entitled to any additional
21 right, contribution, or amount under any benefit plan as a result of this Settlement or payments made
22 hereunder.

23 51. Administration Process. The Parties agree to cooperate in the administration of the
24 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
25 in the administration of the Settlement.

26 52. Notice to Labor and Workforce Development Agency. Upon the filing of the Motion
27 for Preliminary Approval, Class Counsel will notify the LWDA of this Settlement Agreement. Within
28 ten (10) calendar days of the entry of the Court’s order granting Preliminary Approval and of the

1 Court's entry of Judgment, Class Counsel will provide the LWDA with copies of that order and
2 Judgment, respectively, consistent with Paragraph 29 of this Agreement and California Labor Code
3 sections 2699(I)(1)–(3).

4 53. Preparation of the Class List. Within thirty (30) calendar days of the entry of the Court's
5 order granting Preliminary Approval, Defendants will provide the Class List to the Settlement
6 Administrator. Within fifteen (15) calendar days after the Response Deadline, the Settlement
7 Administrator will provide to counsel for Defendants the list of Participating Settlement Class
8 Members, which, unless the Court orders otherwise, shall exclude individuals who filed a timely
9 Request for Exclusion.

10 54. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the
11 Class List from Defendants, the Settlement Administrator will send a Notice Packet to all Settlement
12 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
13 identified in the Class List.

14 55. Confirmation of Contact Information in the Class Lists and Resending Notices Where
15 Initial Notice is Returned as Non-Deliverable. Prior to the initial distribution of Notice Packets, the
16 Settlement Administrator will perform a search based on the National Change of Address Database for
17 information to update and correct any known or identifiable address changes for those Settlement Class
18 Members who do not have a mailing address included in the Class List. Notice Packets sent via regular
19 First-Class U.S. Mail and returned to the Settlement Administrator as non-deliverable on or before the
20 Response Deadline, will be sent promptly via regular First-Class U.S. Mail within five (5) business
21 days of receipt to any forwarding address affixed thereto and the Settlement Administrator will indicate
22 the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
23 Administrator will promptly attempt to determine the correct address using a skip-trace or other search
24 using the name, address, and/or Social Security number of the Settlement Class Member involved, and
25 will then perform a single re-mailing within five (5) business days of receipt of the returned Notice
26 Packet. Settlement Class Members will have until the later of ten (10) calendar days from the date of
27 the re-mailing of the Notice Packet or the Response Deadline, to submit a Notice of Objection, Request
28 for Exclusion, or workweeks dispute.

1 56. Notice Packets. All Settlement Class Members will be sent a Notice Packet. Each
2 Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the
3 Settlement Agreement's principal terms; (iii) the Settlement Class definition; (iv) the number of
4 workweeks each respective Settlement Class Member worked for Defendants during the Class Period;
5 (v) each Settlement Class Member's estimated Individual Settlement Payment; (vi) each PAGA
6 Settlement Member's estimated Individual PAGA Payment; (vii) the dates comprising the Class Period
7 and the PAGA Period; (viii) instructions on how to submit Requests for Exclusion, Notices of
8 Objection, and workweeks disputes; (ix) the deadlines by which the Settlement Class Member must
9 postmark or fax Requests for Exclusion, Notices of Objection, and workweeks disputes; (x) the claims
10 to be released; and (xi) the Settlement Administrator's contact information, including the website
11 address where the electronic versions of the materials in the Notice Packet will be available. Settlement
12 Class Members and PAGA Settlement Members will be specifically informed that neither Defendants
13 nor Class Counsel make any representations regarding the tax implications of any amounts paid under
14 this Settlement Agreement and that if Settlement Class Members or PAGA Settlement Members have
15 any questions regarding those implications, they can and should consult a tax expert. The Parties'
16 proposed Notice Packet is attached hereto as **Exhibit A**.

17 57. Disputed Information in Notice Packets. Settlement Class Members will have an
18 opportunity to dispute the work week information provided in their Notice Packets. To the extent
19 Settlement Class Members dispute their employment dates or the number of workweeks on record,
20 Settlement Class Members may produce evidence to the Settlement Administrator by the Response
21 Deadline showing that such information is inaccurate. The Settlement Administrator will decide the
22 dispute. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate
23 the evidence submitted by the Settlement Class Member and will make the final decision as to the
24 merits of the dispute. All disputes will be decided by the Settlement Administrator within fifteen (15)
25 business days of the Response Deadline.

26 58. Request for Exclusion Procedures. Any Settlement Class Member wishing to opt out
27 of the Settlement Agreement must sign and fax or mail a written Request for Exclusion to the
28 Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are

1 mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine
2 whether a Request for Exclusion has been timely submitted. Consistent with California law, PAGA
3 Settlement Members may not opt out of the PAGA Settlement. Any Settlement Class Member who
4 timely submits a Request for Exclusion from the Settlement Class will still receive an Individual PAGA
5 Payment representing their portion of the PAGA Settlement Amount. All signatories and their counsel
6 must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly or indirectly,
7 through any means. Objective statements to Settlement Class Members who call Class Counsel with
8 inquiries regarding the Settlement Agreement, or the exercise of Class Counsel's ethical obligations,
9 shall not be deemed a violation of the prohibitions contained herein.

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

21 60. Escalation Clause. Defendants represent that, as of mediation, there were approximately
22 146,483 workweeks for all Class Members during the Class Period. Defendants further represent that
23 the number of Class Members through the date of mediation was 3,232. If either the actual number of
24 Class Members and/or workweeks for all Class Members during the Class Period should increase by
25 more than ten percent (10%), the Gross Settlement Fund shall be increased on a pro-rata basis equal to
26 the percentage increase in the number of Class Members or the number of workweeks worked by Class
27 Members above 10%, meaning Defendants will increase the Gross Settlement Fund by the percentage
28 amount above 10%. If both the number of Class Members and the number of workweeks exceed the

1 above numbers by more than 10%, the factor with the greatest numerical percentage increase shall
2 control. By way of example, if the total number of workweeks worked during the Class Period is
3 determined to be 11% higher than 146,483 and the number of Class Members is determined to be 13%
4 higher than 3,232, the Gross Settlement Fund will increase by 3%.

5 61. Cancellation of Settlement Agreement. Within fourteen (14) calendar days of the
6 Response Deadline, as defined in the Court's Order granting Preliminary Approval of the Settlement,
7 Defendants will have the option, in their sole discretion, to void the Settlement Agreement in its entirety
8 if three percent (3%) or more of all individuals eligible to become members of the Settlement Class
9 submit timely and valid Requests for Exclusion or are otherwise deemed by the Court not to be bound
10 by the Settlement. If Defendants exercises this option, they shall be responsible for all Settlement
11 Administration Costs incurred to the date of cancellation.

12 62. Releases.

13 a. Release of Class Claims by Participating Settlement Class Members. The
14 Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund,
15 it is their intent that the terms set forth in this Settlement Agreement will release any further attempt
16 by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action
17 of any kind by each and all of the Participating Settlement Class Members, who shall release their right
18 to pursue any and all claims against the Released Parties for the Released Class Claims, as fully
19 described in Paragraph 28, arising during the Class Period.

20 b. Release of PAGA Claims by PAGA Settlement Members. The Parties agree
21 that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent
22 that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit,
23 administrative claim or action, demand, claims for civil penalties, or other action of any kind by each
24 and all of the PAGA Settlement Members, who shall release their right to pursue any and all claims
25 against the Released Parties for the Released PAGA Claims, as fully described in Paragraph 29, arising
26 during the PAGA Period.

27 c. Release of Claims by Named Plaintiffs. Upon the Effective Date and
28 Defendants' full funding of the Gross Settlement Fund, in addition to the claims being released by all

1 Participating Settlement Class Members and PAGA Settlement Members, Named Plaintiffs will release
2 and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and
3 all claims, known and unknown, asserted and not asserted, which Named Plaintiffs have or may have
4 against the Released Parties based in any way on, or otherwise related to or arising from, their
5 employment with Defendants as of the date of execution of this Settlement Agreement. The releases
6 include, but are not limited to, all disputes relating to or arising out of any state, local, or federal statute,
7 ordinance, regulation, order, or common law, including, but not limited to, Title VII of the Civil Rights
8 Act of 1964, as amended, 42 U.S.C. §§ 2000(e) *et seq.*; the Civil Rights Act of 1866, as amended, 42
9 U.S.C. §§ 1981 *et seq.*; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor Standards
10 Act of 1938, as amended, 29 U.S.C. §§ 201 *et seq.* and Code of Federal Regulations; the Orders of the
11 California Industrial Welfare Commission regulating wages, hours and working conditions; the
12 California Fair Employment & Housing Act, as amended, Cal. Govt. Code §§ 12900 *et seq.*; the
13 California Family Rights Act of 1991, as amended; Cal. Govt. Code § 12945.2; the California Unruh
14 Civil Rights Act, as amended, Cal. Civ. Code §§ 51 *et seq.*; the California Labor Code (including any
15 claim for civil penalties under the California Labor Code Private Attorneys General Act); the California
16 Government Code; Article 1 of the California Constitution; the Rehabilitation Act of 1973, as amended,
17 29 U.S.C. §§ 701 *et seq.*; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12100, *et seq.*; the
18 Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq.* and any state law equivalent; the
19 Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; the National Labor
20 Relations Act, as amended, 29 U.S.C. §§ 151 *et seq.*; California Business and Professions Code
21 §§ 17200 *et seq.*; other statutory and common law claims; statutory or common law rights to attorneys'
22 fees and costs, penalties/fines, and/or punitive damages; any action based on contract, quasi-contract,
23 quantum meruit, implied contract, tort, wrongful or constructive discharge, breach of the covenant of
24 good faith and fair dealing, defamation, libel, slander, immigration issues, infliction of emotional
25 distress, negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any basis
26 prohibited by statute or public policy, conversion, any interference with business opportunity or with
27 contract or based upon any other theory; and/or similar causes of action.

28

1 d. Named Plaintiffs’ General Release. Upon the Effective Date, to the extent
2 allowed by California law, the Named Plaintiffs waive all rights and benefits afforded by section 1542
3 of the California Civil Code as to any Released Claims. Section 1542 provides:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
6 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
7 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
8 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9 63. Older Workers’ Benefit Protection Act Waiver.

10 a. Salazar specifically intends that the claims she is releasing herein include any
11 claims that Salazar may have under the Age Discrimination in Employment Act of 1967, as amended
12 by the Older Workers’ Benefit Protection Act of 1990.

13 b. Salazar is advised to consult with her counsel before signing this Settlement
14 Agreement because Salazar is permanently giving up significant legal rights. Salazar acknowledges
15 that she has been so advised.

16 c. Salazar acknowledges that she has been given at least twenty-one (21) calendar
17 days to execute and return this Settlement Agreement and has been advised that, after she executes this
18 Settlement Agreement, Salazar has seven (7) calendar days to reconsider and revoke the Settlement
19 Agreement, recognizing that Salazar will not be provided anything under this Settlement Agreement
20 until at least that seven (7)-day revocation period has expired. The general release will then become
21 effective on the eighth (8th) calendar day after it is signed, provided that Salazar does not revoke it.

22 d. In order to effectively revoke this general release, the Parties agree that Salazar
23 must provide written notice of such revocation via email within seven (7) calendar days after Salazar
24 executes this Agreement to counsel for Defendants, Bradley Hamburger and Lauren Blas, at
25 bhamburger@gibsondunn.com and lblas@gibsondunn.com.

26 64. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Settlement Class
27 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and
28 valid Request for Exclusion (*i.e.*, all Participating Settlement Class Members) will be bound by all of
its terms, including those pertaining to the Released Class Claims and Released PAGA Claims
(collectively, the “Released Claims”), as well as any Judgment that may be entered by the Court if it

1 grants final approval of the Settlement. The Settlement Agreement shall constitute, and may be pleaded
2 as, a complete and total defense to any Released Claims currently pending or raised in the future.
3 Notwithstanding the foregoing, this Settlement Agreement, if approved, precludes further PAGA
4 claims irrespective of whether a Request for Exclusion is submitted. As a result, all PAGA Settlement
5 Members—regardless of whether they submit a Request for Exclusion—shall receive a check for their
6 share of the PAGA Settlement Amount when settlement payments are delivered, and they will be bound
7 by a release of the PAGA claims as outlined in Paragraph 62(b).

8 65. Notice of Objection Procedures. To object to the Settlement Agreement, a Settlement
9 Class Member must mail or fax a valid Notice of Objection to the Settlement Administrator on or
10 before the Response Deadline. The Notice of Objection must be signed by the Settlement Class
11 Member and contain all information required by this Settlement Agreement. The postmark or fax-
12 stamp date will be deemed the exclusive means for determining that the Notice of Objection is timely.
13 The Settlement Administrator will notify any person from whom it receives a Notice of Objection that
14 is not timely and/or valid if, in fact, such Notice of Objection is not timely and/or valid. Any disputes
15 regarding the timeliness, validity, or effectiveness of a Notice of Objection shall be decided by the
16 Settlement Administrator consistent with the terms of this Agreement, and with the Parties' input, if
17 appropriate. Settlement Class Members who fail to object in the manner specified above will be
18 deemed to have waived all objections to the Settlement and will be foreclosed from making any
19 objections, whether by appeal or otherwise, to the Settlement Agreement, unless they appear at the
20 Final Approval Hearing and state their objection at that time. Settlement Class Members who submit
21 timely Notices of Objection may appear at the Final Approval Hearing in order to have their objections
22 heard by the Court. If the Court permits, Settlement Class Members who have not submitted a written
23 Notice of Objection in compliance with the Settlement Agreement may still appear at the Final
24 Approval Hearing and present their objections. At no time will any of the Parties or their counsel seek
25 to solicit or otherwise encourage Settlement Class Members to submit written objections to the
26 Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not
27 represent any Settlement Class Members with respect to any such objections to this Settlement.

28

1 66. Certification Reports Regarding Individual Settlement Payment Calculations. The
2 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
3 identifies the number of Settlement Class Members who have submitted valid Requests for Exclusion,
4 or objected to the Settlement, and whether any Settlement Class Member has submitted a challenge to
5 any information contained in his or her Notice Packet as provided in Paragraph 56. Additionally, the
6 Settlement Administrator will provide counsel for both Parties with any updated reports regarding the
7 administration of the Settlement Agreement as needed or requested, as consistent with the terms of the
8 Settlement Agreement.

9 67. Distribution Timing of Individual Settlement Payments. The Settlement Administrator
10 will distribute the funds in the Gross Settlement Fund within the time period set forth with respect to
11 each category of payment.

12 a. Class Counsel Award and Class Representative Enhancement Payments: Within
13 twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue payments
14 for the Class Counsel Award and Class Representative Enhancement Payments in the amounts awarded
15 by the Court.

16 b. Individual Settlement Payment and PAGA Settlement Amount: Within twenty-
17 one (21) calendar days of the Funding Date, the Settlement Administrator will issue the LWDA
18 Payment to the LWDA, the Individual Settlement Payments to the Participating Settlement Class
19 Members, and the Individual PAGA Payments to the PAGA Settlement Members. The Settlement
20 Administrator will also issue a payment to itself for Court-approved services performed in connection
21 with the Settlement in the amount approved by the Court.

22 c. Payroll Tax Payments and Penalties: The Settlement Administrator will also
23 transmit Defendants' share of applicable Employer's Payroll Tax Payments and penalties to the
24 appropriate government authorities.

25 68. Un-cashed Settlement Checks. Individual Settlement Payments and/or Individual
26 PAGA Payment checks remaining uncashed for more than one hundred eighty (180) calendar days
27 after issuance will be void. Funds from the uncashed checks shall be distributed to the Controller of
28 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code

1 Sections 1500 *et seq.*, for the benefits of those Participating Settlement Class Members and PAGA
2 Settlement Members who did not cash their checks, until such time they claim their property. The
3 Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code
4 Section 384, as the entire Net Settlement Amount (plus the PAGA Settlement Amount) will be paid to
5 the Participating Settlement Class Members and PAGA Settlement Members, whether or not they all
6 cash their Individual Settlement Payment and/or Individual PAGA Payment checks.

7 69. Certification of Completion. Upon completion of the administration of the Settlement,
8 the Settlement Administrator will provide a written declaration under oath to certify such completion
9 to the Court and counsel for all Parties.

10 70. Treatment of Individual Settlement Payments. For tax purposes, the Individual PAGA
11 Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported
12 on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (i) Fifty Percent
13 (50%) to settlement of wage claims and (ii) Fifty Percent (50%) to settlement of claims for interest and
14 statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the
15 portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement
16 Administrator. Named Plaintiffs and Participating Settlement Class Members shall be solely
17 responsible for taxes associated with the 1099 and W-2 payments, with the exception of employer
18 payroll taxes. Participating Settlement Class Members shall be responsible for remitting to state and/or
19 federal taxing authorities any applicable other taxes due. Neither this Agreement, nor any of its
20 attachments, should be interpreted to contain or constitute representations or advice regarding any U.S.
21 federal or state tax issue.

22 71. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator will be responsible for issuing to Named Plaintiffs, Participating Settlement Class
24 Members, PAGA Settlement Members, and Class Counsel any W-2, 1099, or other tax forms as may
25 be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will
26 also be responsible for forwarding Defendants’ share of applicable employer payroll tax payments and
27 penalties to the appropriate government authorities. All Settlement Class Members, including Named
28 Plaintiffs, Participating Settlement Class Members and PAGA Settlement Members, shall be solely and

1 exclusively responsible for remitting to state and/or federal taxing authorities any applicable other taxes
2 due and shall hold Defendants and the Released Parties harmless for any taxes, penalties, interest,
3 liabilities, costs, and expenses caused by any such taxing authority relating in any way to the Settlement
4 Class Members', including Named Plaintiffs', PAGA Settlement Members' and Participating
5 Settlement Class Members', tax treatment of payments made to them pursuant to this Settlement or
6 failure to timely or properly pay any taxes owed on their respective Individual Settlement Payment or
7 Individual PAGA Payment.

8 72. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
9 of the payments called for hereunder, and Named Plaintiffs, Participating Settlement Class Members,
10 and PAGA Settlement Members are not relying on any statement, representation, or calculation by
11 Defendants or by the Settlement Administrator in this regard.

12 73. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
13 OF THIS SECTION, THE "ACKNOWLEDGING PARTY," AND EACH PARTY TO THIS
14 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
15 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
16 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
17 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
18 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
20 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
22 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
23 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
24 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
25 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
26 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
27 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
28 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY

1 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
2 SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
3 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
4 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
5 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
6 AGREEMENT.

7 74. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
8 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
10 of action, or right herein released and discharged.

11 75. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
12 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
13 reason, then this Settlement Agreement will be null and void, and Kryzhanovskiy and Salazar may file
14 a third amended complaint that reinstates Kryzhanovskiy’s Fair Labor Standards Act claim. Any order
15 or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated
16 as void from the beginning.

17 76. Termination of Settlement Agreement. Named Plaintiffs and Defendants will each have
18 the right to unilaterally terminate this Settlement Agreement by providing written notice of their
19 election to do so (“Termination Notice”) to all other Parties hereto within ten (10) business days of any
20 of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to
21 address any issues the Court raises in connection with issuing Preliminary and/or Final Approval of the
22 Settlement:

- 23 a. three percent (3%) or more of the Settlement Class Members request exclusion
24 from the Settlement Class;
- 25 b. the Court rejects, materially modifies, materially amends or changes, or declines
26 to issue a Preliminary Approval Order or a Final Approval Order with respect to
27 the Settlement Agreement, but only if the Parties are not permitted to remedy
28 any deficiencies the Court identifies;

- 1 c. an appellate court reverses the Final Approval Order, and the Settlement
2 Agreement is not reinstated without material change by the Court on remand; or
3 d. any court incorporates terms into, or deletes or strikes terms from, or modifies,
4 amends, or changes the Preliminary Approval Order, the Final Approval Order,
5 or the Settlement Agreement in a way that Named Plaintiffs or Defendants
6 reasonably consider material, unless the modification or amendment is accepted
7 in writing by all Parties, except that, as provided above, the Court's approval of
8 Attorneys' Fees and Costs, Class Counsel Awards, and Class Representative
9 Enhancement Payments, or their amounts, is not a condition of the Settlement
10 Agreement.

11 77. Reversion *Nunc Pro Tunc*. If this Settlement Agreement is terminated pursuant to its
12 terms, or the Effective Date for any reason does not occur: (a) all Orders certifying the Settlement
13 Class for purposes of effectuating this Settlement, and all preliminary and/or final findings regarding
14 the Settlement Class, shall be void *ab initio* and automatically vacated upon notice to the Court, (b) the
15 Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement
16 Agreement and such findings had never been made, and (c) as provided in Paragraph 38,
17 Kryzhanovskiy and Salazar may file a third amended complaint that reinstates Kryzhanovskiy's Fair
18 Labor Standards Act claim.

19 78. Preliminary Approval Hearing. Named Plaintiffs will obtain a hearing date before the
20 Court to request the Preliminary Approval of the Settlement Agreement and the entry of an order:
21 (i) conditionally certifying the Settlement Class for settlement purposes only; (ii) granting preliminary
22 approval to the proposed Settlement Agreement; (iii) setting a deadline for Class Counsel to file an
23 application for Attorneys' Fees and Costs and an application for a Class Representative Enhancement
24 Payments for Named Plaintiffs; and (iv) setting a date for a Final Approval Hearing. The Preliminary
25 Approval Order will provide for the Notice Packet to be sent to all Settlement Class Members as
26 specified herein. In conjunction with the Preliminary Approval hearing, Named Plaintiffs will submit
27 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
28 Notice Packet, which will include the proposed Notice of Class Action Settlement, attached as

1 **Exhibit A.** Class Counsel will be responsible for drafting all documents necessary to obtain
2 preliminary approval.

3 79. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to
4 postmark Requests for Exclusion or Notices of Objection (and no earlier than one hundred (100)
5 calendar days after the date on which Named Plaintiffs file their Motion for Preliminary Approval) and
6 with the Court's permission, a Final Approval Hearing will be conducted to determine the Final
7 Approval of the Settlement Agreement along with the amounts properly payable for: (i) Individual
8 Settlement Payments (including all applicable taxes); (ii) the PAGA Settlement Amount; (iii) the Class
9 Representative Enhancement Payments; (iv) the Class Counsel Award; and (v) all Settlement
10 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain
11 final approval. Class Counsel will also be responsible for drafting the Class Counsel Award and Class
12 Representative Enhancement Payments application to be heard at the Final Approval Hearing, which
13 may be filed concurrently with a motion requesting final approval.

14 80. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
15 Court or after the Final Approval Hearing, Class Counsel will present a proposed form of Judgment to
16 the Court for its approval that (i) approves the Settlement Agreement, adjudging the terms thereof to
17 be fair, reasonable, adequate, and directing consummation of its terms and provisions; (ii) approving
18 Class Counsel's application for an award of Attorneys' Fees and Costs; (iii) approving the Class
19 Representative Enhancement Payments; (iv) approving the PAGA Settlement Amount; (v) approving
20 the Settlement Administrator's fees from the Gross Settlement Amount; and (vi) barring all
21 Participating Settlement Class Members and PAGA Settlement Members from prosecuting against the
22 Released Parties, or any of them, any of the Released Claims. After entry of the Judgment, the Court
23 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
24 enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-
25 Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

26 81. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
27 the terms set forth in any attached Exhibits, which are incorporated by reference as though fully set
28 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

1 82. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
2 entirety of the Parties' settlement terms and, should this Settlement Agreement receive Final Approval,
3 its terms will supersede all prior written or oral agreements between the Parties.

4 83. Amendment or Modification. No amendment, change, or modification to this
5 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

6 84. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
8 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
9 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
10 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
11 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
12 unable to reach agreement on the form or content of any document needed to implement the Settlement,
13 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
14 the Parties may seek the assistance of the Court to resolve such disagreement.

15 85. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties.

17 86. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
18 will be governed by and interpreted according to the laws of the State of California.

19 87. Execution and Counterparts. This Settlement Agreement is subject to the execution of
20 all Parties. The Settlement Agreement may be executed in one or more counterparts. All executed
21 counterparts and each of them, including facsimile and scanned copies of the signature page, will be
22 deemed to be one and the same instrument.

23 88. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
25 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
26 account all relevant factors, present and potential. The Parties further acknowledge that they are each
27 represented by competent counsel and that they have had an opportunity to consult with their counsel
28 regarding the fairness and reasonableness of this Settlement.

1 89. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

5 90. Waiver of Certain Appeals. With the exception of a right to appeal the reduction of any
6 award of attorneys' fees, costs, and expenses as provided herein, Named Plaintiffs and Defendants
7 hereby waive their right to appeal or seek other judicial review of any order that is materially consistent
8 with the terms of this Settlement Agreement.

9 91. Class Certification for Settlement Purposes Only. The Parties stipulate to class
10 certification of any claims not yet certified for purposes of implementing the Settlement only, and in
11 no way is that an admission by Defendants that class certification is proper. The Settlement will not
12 be admissible in any proceeding as evidence that (i) a class or collective should be certified as Named
13 Plaintiffs have proposed for any claims, including but not limited to any currently non-certified claims;
14 (ii) the Action should proceed on a representative basis pursuant to PAGA; or (iii) Defendants are liable
15 to Named Plaintiffs or any other individuals they claim to represent in the Action in connection with
16 any claims that were or could have been asserted in the Action.

17 92. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
18 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
19 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
20 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
21 or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
22 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
23 conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or
24 provisions, nor any of the negotiations connected with it, will be construed as an admission or
25 concession by Defendants of any such violations or failures to comply with any applicable law. Except
26 as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its
27 terms and provisions will not be offered or received as evidence in any action or proceeding to establish
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1 any liability or admission on the part of Defendants or to establish the existence of any condition
2 constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

3 93. Media Restrictions. The Parties and their counsel agree that they will not issue any
4 press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement.
5 Unless required by applicable law, neither the Named Plaintiffs nor Class Counsel shall publicize the
6 terms of this Settlement Agreement in any medium, or initiate or issue any press release or have any
7 communications to the press or media concerning the Action, the Settlement of the Action, and/or this
8 Settlement Agreement, except as posted by the Settlement Administrator as ordered by the Court. Class
9 Counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects
10 in any advertising, mass mailing, website, or other communication. If counsel for either Party receives
11 an inquiry about the Settlement from the media, counsel may respond only after the motion for
12 Preliminary Approval has been filed and only by confirming the terms of the Settlement.
13 Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating confidentially
14 with Settlement Class Members as necessary to fulfill their obligations as Class Counsel.

15 94. Waiver. No waiver of any condition or covenant contained in this Settlement
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
17 imply or constitute a further waiver by such party of the same or any other condition, covenant, right,
18 or remedy.

19 95. Enforcement Actions. In the event that one or more of the Parties institutes any legal
20 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
21 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
22 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
23 expert witness fees incurred in connection with any enforcement actions.

24 96. Disputes Regarding Settlement Agreement. In the event that there are any disputes
25 arising out of or relating to the implementation of this Settlement Agreement, any such dispute will be
26 submitted to Lisa Klerman, Esq. or a mutually agreeable mediator for mediation.

27 97. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be

1 construed more strictly against one party than another merely by virtue of the fact that it may have been
2 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
3 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
4 Agreement.

5 98. Representation by Counsel. The Parties acknowledge that they have been represented
6 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
7 that this Settlement Agreement has been executed with the advice of counsel. Further, Named Plaintiffs
8 and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

9 99. All Terms Subject to Final Court Approval. All amounts and procedures described in
10 this Settlement Agreement herein will be subject to final Court approval.

11 100. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
12 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
13 Settlement Agreement.

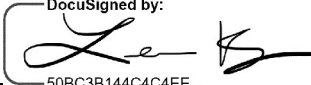
14 101. Binding Agreement. The Parties warrant that they understand and have full authority
15 to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
16 enforceable and binding on all parties, with retention of jurisdiction by the Court as provided therein,
17 and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

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19 SIGNATURE PAGES FOLLOW

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21 **READ CAREFULLY BEFORE SIGNING.**
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Dated: 12/11/2023

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Leilani Kryzhanovskiy
Named Plaintiff and Class Representative

Dated: 12/11/2023

DocuSigned by:

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Patricia Salazar
Named Plaintiff and Class Representative

Dated: December 12, 2023

DocuSigned by:

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Amazon.com Services LLC
Defendant

Dated: December 12, 2023


DocuSigned by:

DDF2145B9377491...
Amazon.com Services Inc.
Defendant

APPROVED AS TO FORM


Dated: December 12, 2023

Gibson, Dunn & Crutcher LLP

By: 
Bradley J. Hamburger
Attorneys for Defendants

Dated:

Mayall Hurley, P.C.

By: 
Robert J. Wassermann
Attorneys for Plaintiffs Leilani Kryzhanovskiy
and Patricia Salazar and the Class

Dated: 12/11/2023

Law Offices of Mark S. Adams

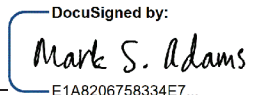
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Mark S. Adams
Attorneys for Plaintiffs Leilani Kryzhanovskiy
and Patricia Salazar and the Class

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR, individually and on behalf of all others similarly situated and as a proxy for the LWDA,

Plaintiffs,

v.

AMAZON.COM SERVICES, INC., a Delaware corporation; AMAZON.COM SERVICES, LLC, a Delaware limited liability company; and DOES 1-100, inclusive,

Defendants.

CASE NO. 2:21-cv-01292-BAM

NOTICE OF PENDENCY OF CLASS ACTION, PRELIMINARY APPROVAL OF SETTLEMENT, AND HEARING FOR FINAL APPROVAL

IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. YOU ARE NOT BEING SUED.

TO: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF DEFENDANTS IN CALIFORNIA BETWEEN JULY 22, 2017 AND NOVEMBER 7, 2023 WHO RECEIVED A SIGNING AND/OR ON SIGN BONUS IN THE SAME WORKWEEK HE/SHE WORKED OVERTIME, INCLUDING DOUBLE TIME

RE: Notice of settlement of a class action lawsuit for alleged California Labor Code violations and announcement of a court hearing that you may choose to attend. You are entitled to receive a payment under the terms of this class action settlement.

THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW. DEFENDANTS DENY THAT THEY VIOLATED THE LAW OR THAT THEY HARMED THEIR WORKERS IN ANY WAY. DEFENDANTS ARE SETTLING THIS LAWSUIT TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

NO SETTLEMENT CLASS MEMBER WILL BE SUBJECT TO RETALIATION IN ANY MANNER RELATED TO THIS LAWSUIT.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:	
DO NOTHING AND RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT	If you do nothing, you will receive a payment under the terms of the Settlement. You should ensure that the Settlement Administrator has your current mailing address on file if it changes from the address to which this Notice was mailed. Payment will be mailed to you after the Court grants final approval of the Settlement.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an "opt-out" within sixty (60) calendar days

FROM THE SETTLEMENT	after mailing of this Notice. If you opt out, you will not be bound by the Settlement and will not receive a payment. By submitting an opt-out request, you can only exclude yourself from the Class Settlement. You will still be bound by the PAGA Settlement and you will receive an Individual PAGA payment.
OBJECT TO THE SETTLEMENT	You may submit a signed written statement to the Settlement Administrator about why you do not like the Settlement or you may appear at the Final Approval Hearing. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
DISPUTE THE NUMBER OF WORKWEEKS	If you believe that the number of workweeks you were credited with working is incorrect, within sixty (60) calendar days after mailing of this Notice, you must notify the Settlement Administrator of your belief and provide supporting documentation

YOUR OPTIONS ARE MORE FULLY EXPLAINED BELOW.

THE DEADLINE TO OPT-OUT OR OBJECT TO THE SETTLEMENT IS _____, 2024.

1. WHY DID I RECEIVE THIS NOTICE?

Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar (“Plaintiffs”) and Defendants Amazon.com Services, Inc. and Amazon.com Services, LLC (“Defendants” or “Amazon”, collectively with Plaintiff, the “Parties”) have proposed to settle this class action lawsuit. Your employment records indicate that you are a member of the Settlement Class. If the Court approves the Settlement, your legal rights may be affected. This court-approved Notice of Pendency of Class Action, Preliminary Approval of Settlement, and Hearing for Final Approval (“Notice”), is only a summary. A more detailed document, called the “Class Action Settlement Agreement and Release” (the “Settlement”), containing the complete terms of the agreement is on file with the Court as part of the motion for preliminary approval, and is available for your review on the Court’s website and on the website relating to this Class Action that is maintained by the Settlement Administrator.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Kryzhanovskiy initially filed this lawsuit against Defendants on July 22, 2021, in the United States District Court, Eastern District of California. A First Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed August 20, 2021. On November 29, 2023, a Second Amended Class and Representative Action Complaint for Damages and Civil Penalties was filed which, among other things, added Plaintiff Salazar as a named plaintiff. Through the operative complaint, Plaintiffs allege: (1) failure to pay overtime; (2) failure to furnish accurate wage statements; (3) failure to timely pay all wages upon separation; (4) unlawful business practices in violation of Business & Professions Code § 17200; and (5) violation of the Private Attorneys’ General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Kryzhanovskiy also separately asserts individual claims for alleged violations of the California Fair Employment and Housing Act (Cal. Govt. Code §§ 12940, et al.), California’s Equal Pay Act, and failure to timely provide her copies of her personnel and payroll records (the “Kryzhanovskiy Individual Claims”).

Counsel for Plaintiffs, and the attorneys approved by the Court to represent the Settlement Class, Mayall Hurley P.C., Robert Wassermann and Jenny Baysinger, of Mayall Hurley P.C. and Mark S. Adams of the Law Office of Mark S. Adams (collectively “Class Counsel”), have investigated and researched the facts and

circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members and PAGA Settlement Members.

Defendants deny any liability or wrongdoing of any kind, maintain their practices were lawful, and believe that they have valid defenses to the asserted claims. The Court has made no determination about the strengths and weaknesses of the claims or contentions of either Plaintiffs or Defendants. By agreeing to settle this Action, Defendants do not admit liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class or representative action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

There are multiple ongoing cases against Defendants including the following:

- *Juan Trevino v. Golden State FC LLC* – a consolidated action pending in the Eastern District of California Case No. 1:18-cv-00120-DAD-BAM
- *Porter v. Amazon.com Services, LLC* – Central District of California Case No. 2:20-cv-09496-JVS-SHK
- *Clayborn v. Amazon.com Services, LLC* – Central District of California Case No. 5:20-02368-JVS-SHK

The plaintiffs in these other matters have alleged class claims against Defendants, some of which may overlap with the claims asserted in this Action and subject to the Settlement. To the extent claims in any of the above matters overlap with claims in this Action, they will be resolved along with the class claims in this Action upon the Court's final approval of the Settlement.

3. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement was agreed upon between Defendants and Plaintiffs following extensive litigation including formal discovery, informal information/data exchange, and months of negotiations. The Parties concluded, after taking into account the risks and costs attendant to further litigation and substantial benefits to be received pursuant to the Settlement, that the Settlement is fair, adequate, and in the best interest of the Settlement Class Members and the PAGA Settlement Members. The United States District Court, Eastern District of California, by and through the Honorable Barbara A. McAuliffe, approved the Settlement on a preliminary basis on [REDACTED], 2024.

A. Overall Summary of the Settlement Terms.

Defendants will pay \$3,000,000 to settle this case (referred to as the “Gross Settlement Fund” or “GSF”). The GSF includes payments to Participating Settlement Class Members and PAGA Settlement Members, the fees and costs of the Settlement Administrator, a service payment to Plaintiffs, Class Counsel's attorneys' fees and costs, as well as a payment to the State of California.

B. Costs of Settlement Administrator.

The Parties have agreed to employ Atticus Class Action Administration to serve as Settlement Administrator. The Settlement Administrator's fees and costs for administering the Settlement, estimated to be no more than \$25,000, if approved by the Court, will be paid out of the GSF.

C. PAGA Settlement.

The Parties will also seek approval for a PAGA settlement from the GSF in the amount of \$100,000, \$75,000 to be paid to the California Labor and Workforce Development Agency, and the remaining \$25,000 to be paid to all current and former non-exempt employees of Defendants in California during the PAGA Period who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including doubletime (“PAGA Settlement Members”). Each PAGA Settlement Member is entitled to a pro rata share of the PAGA Settlement allocated to the PAGA Settlement Members. Payments will be distributed to PAGA Settlement Members based on the number of workweeks he or she worked during the PAGA Period (August 20, 2020 to November 7, 2023). Each Individual PAGA Payment is to be calculated as follows: the number of the PAGA Settlement Member’s credited workweeks worked during the PAGA Period, divided by the total number of credited workweeks worked by all PAGA Settlement Members during the PAGA Period, multiplied by 25% of the PAGA Settlement. An additional four workweeks will be credited to any PAGA Settlement Member whose employment with Defendants has terminated since the beginning of the PAGA Period through November 7, 2023. The full amount of the PAGA Payment will be allocated as penalties on a Form 1099.

D. Enhancement Payments to Class Representatives.

Plaintiffs have each been approved by the Court to serve as a “Class Representative.” As Class Representatives, each Plaintiff is entitled to a payment for her services to the Class. The Parties have agreed, and the Court has preliminarily approved a payment of \$10,000, or 0.33% of the GSF, to Plaintiff Kryzhanovskiy and \$7,500, or 0.25% of the GSF, to Plaintiff Salazar for their respective service to the Class.

E. Class Counsel’s Fees and Costs.

Class Counsel is entitled to attorneys’ fees and costs for representing the Class Members. Class Counsel will request attorneys’ fees of one-third of the GSF, presently \$1,000,000, to be split 90% to Mayall Hurley, P.C. and 10% to the Law Offices of Mark S. Adams. Class Counsel will request reimbursement of actual litigation costs up to \$30,000. Defendants do not object to Class Counsel’s request. The Court has preliminarily approved payment to Class Counsel in the amounts and allocation set forth above.

F. Kryzhanovskiy’s Individual Settlement Agreement.

Separate and apart from the Class claims, Plaintiff Kryzhanovskiy also agreed to settle the Kryzhanovskiy Individual Claims for a separate amount of \$25,000. The resolution of those claims *is not* contingent on the Court approving the Class Settlement. Plaintiff Kryzhanovskiy has provided Defendants with a complete release broader than that impacting the Settlement Class, including a section 1542 waiver of her individual claims as well as all other claims, known or unknown which she may have against Defendants.

G. Expected Net Settlement Amount and Individual Settlement Payments.

The Net Settlement Amount is expected to be at least \$1,827,500. This amount will be distributed to Participating Settlement Class Members based on the number of workweeks he/she worked for Defendants between July 22, 2017 and November 7, 2023 (the “Class Period”). Participating Settlement Class Members whose employment with Defendants ended by November 7, 2023 will be credited with an additional four (4) workweeks for purposes of calculating his/her proportional Individual Settlement Payment.

H. What Can I Expect to Receive?

The payments to Participating Settlement Class Members (those who do not opt out) will be calculated as follows:

Individual Settlement Payments will be calculated and apportioned on a pro rata basis from the Net Settlement Amount to Participating Settlement Class Members who do not opt out depending on the number of “weeks worked” or “workweeks” (defined as any calendar week during the Class Period) in which a Participating Settlement Class Member performed at least one day of work for Defendants. Participating Settlement Class Members whose employment has ended by November 7, 2023 will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the Net Settlement Amount. Participating Settlement Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

The Parties estimate that the *average* payment to each Participating Settlement Member will be approximately \$[].

Defendants’ records indicate that you are a member of the Settlement Class. The records also indicate that you worked: (a) [] workweeks [and that you separated from employment with Defendants] during the Class Period. It is estimated that your Individual Settlement Payment will be \$ []. It will not be possible to know the exact amount of your payment until the deadline to opt out has passed and the Settlement Administrator knows the number of Participating Settlement Class Members.

50% of each Individual Settlement Payment will be treated as wages and reported on a W-2 Form, and the remaining 50% will be treated as penalties and interest and reported on a Form 1099.

Any and all employer tax obligations that Defendants would normally be responsible for paying will be paid by Defendants in addition to the Gross Settlement Fund. Participating Settlement Class Members are responsible for any other taxes owing on their settlement payment(s).

All checks will be voided 180 days after issuance. After the 180-day period, the associated funds from all uncashed or undeliverable Class Member Settlement Payments and PAGA Member Settlement Payments will be directed to the California State Controller and held in the name of the individual who did not cash those checks.

4. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?

The Settlement covers the claims of a number of current and former employees of Defendants (referred to as the “Class Members” and collectively as the “Class”) consisting of the following:

All current and former non-exempt employees of Defendants in California during the Class Period who received a Signing Bonus and/or On Sign Bonus in the same workweek as he/she worked overtime, including doubletime.

There are approximately 3,330 total Class Members.

If you are a Class Member as defined above, you are automatically a “Participating Settlement Class Member” unless you opt-out (i.e., exclude yourself from the Settlement by following the procedures set forth in this Notice). Participating Settlement Class Members are entitled to a share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Individuals who opt-out will not be bound by the Settlement and will not be eligible to receive a payment. However, all PAGA Settlement Members will receive a pro rata portion of the PAGA Settlement regardless of whether they opt out of the Settlement Class.

5. WHAT AM I GIVING UP IF I DO NOT OPT OUT OF THE SETTLEMENT?

Each Participating Settlement Class Member shall forever and completely release and discharge Defendants and Released Parties from the Released Class Claims and each PAGA Settlement Member shall forever and completely release and discharge Defendants and Released Parties from the Released PAGA Claims.

“Released Parties” means Defendants and each of their 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.

“Released Class Claims” means 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 complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, (4) waiting time penalties in violation of Labor Code §§ 201–203, and (5) unlawful business practices under Unfair Competition Law including Business and Professions Code sections 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.

“Released PAGA Claims” means all claims for civil penalties pursuant to PAGA based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation PAGA claims for (1) failure to pay overtime under California Labor Code §§ 510, 558, 1194, and 1198, (2) failure to furnish accurate wage statements under California Labor Code § 226(a), (3) failure to pay sick leave in violation of Labor Code § 248.5, and (4) waiting time penalties in violation of Labor Code §§ 201–203. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period.

If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released these claims.

6. HOW DO I RECEIVE A PAYMENT?

All Settlement Class Members will receive a payment under this Settlement unless they opt-out. The PAGA Settlement Payment will be paid to all PAGA Settlement Members regardless of whether a Settlement Class Member requests exclusion from the Settlement. If you are a Class Member and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to the Settlement Administrator, Atticus Class Action Administration, [ADDRESS].

7. WHAT ARE THE REASONS FOR THE SETTLEMENT?

Class Counsel and Plaintiffs agreed to enter into the proposed Settlement after weighing the risks and benefits of the Settlement when compared with those of continuing the litigation. The factors that Class Counsel and Plaintiffs considered included the strength of the Settlement Class Members’ claims, the uncertainty and delay associated with continued litigation, a trial, and appeals, and the uncertainty of particular legal issues yet to be determined, including whether the Class would be certified. Class Counsel and Plaintiffs balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of Settlement Class Members.

Although Defendants deny any liability or wrongdoing of any kind, they have agreed to the Settlement in order to avoid risks, costs, and disruption of business associated with protracted litigation.

8. **WHAT ARE MY RIGHTS AND OPTIONS?**

If you are a Settlement Class Member as defined above, you have the following rights and options under the proposed Settlement:

A. Participate in the Settlement, be represented by Class Counsel, and take no action.

If you take no further action, you will be a Participating Settlement Class Member, will be represented by Class Counsel, and will have the right to a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released the Released Class Claims against Defendants and the other Released Parties. As a Participating Settlement Class Member, you will not be charged for the services of Class Counsel.

B. Participate in the Settlement, but elect to hire your own attorney.

If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below no later than _____, _____ 2024, and must also file same with the Court. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Exclude yourself from the Settlement by opting out.

If you are a Settlement Class Member but **do not** want to participate in the Settlement, you may exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the Settlement and you will not be eligible to claim a share of the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Settlement Administrator in writing, at the address listed below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement Administrator no later than [60 calendar days from the mailing of the Class Notice], and must be signed, contain your full name, current home (or mailing) address, phone number, and written affirmation of your desire to opt-out containing the following, or substantially similar language:

“I elect to opt-out of the *Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement and will not receive a share of the settlement proceeds.”

If you do not comply with these procedures, you will lose any opportunity to exclude yourself from the Settlement, will be a Participating Settlement Class Member, will be represented by Class Counsel, and will receive a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released the Released Class Claims against Defendants and the other Released Parties.

D. Object to the terms of the Settlement.

If you are dissatisfied with the terms of the Settlement, you may, but are not required to, object to the Settlement. All objections and supporting papers must be written and shall (a) clearly identify the case name and number (*Kryzhanovskiy/Salazar v. Amazon.com Services, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:21-cv-01292-BAM); (b) include your full name and address; (c) concisely state each objection and the grounds therefore; (d) state whether you would like to appear at the Final Approval Hearing; and (e) be mailed or faxed to the Settlement Administrator. To be timely, your objection must be postmarked on or before [60 calendar days following the mailing of the Class Notice].

Objections not timely postmarked or delivered to the Settlement Administrator by [60 days after the mailing of the Notice Packet] may not be considered by the Court. If you have filed a timely and proper objection, you also may, but are not required to, appear and present argument at the Final Approval Hearing.

You may be represented by an attorney at the Final Approval Hearing.

9. WHEN IS THE FINAL APPROVAL HEARING AND WHAT IS IT FOR?

The Court will hold the Final Approval Hearing on _____, 2024, at _____ a.m./p.m. **with all participants appearing via Zoom**, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve the fees and costs of the Settlement Administrator, the payment to the State of California, the service payments to the Class Representatives, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to participate in the Settlement.** If you want to be heard orally in support of opposition to the Settlement, either personally or through counsel, you must comply with the procedures set forth above. All appearances at the final approval hearing will be by Zoom. If you wish to attend the Final Approval Hearing and comment upon the Settlement (other than objecting subject to the procedures above), you must notify the Settlement Administrator on or before _____, 2024, and must contact Class Counsel no later than _____, 2024 to obtain instructions regarding how to appear by Zoom for the hearing.

10. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action Settlement and Release. The Settlement, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Enhancement Payments, are available by accessing the Court docket in this case through the Court's Public Access to Electronic Records (Pacer) system at <https://ecf.caed.uscourts.gov>, or by visiting the Court Clerk at any time between 9:00 a.m. and 4:00 p.m., Monday through Friday, in the Clerk's Office located at 2500 Tulare Street, Fresno, California 93721. You may also view the Court's Order of Preliminary Approval and, once they are filed, the Motion for Attorneys' Fees, Costs and Enhancement Payments, Motion for Final Approval, and Order Granting Final Approval, online at www._____.settlement.com. The Motion for Attorneys' Fees, Costs and Enhancement Payments and the Motion for Final Approval will be filed on or before _____, 2024, will be available on the Court's website at that time, and will appear online on the settlement website within 24 hours.

If you have questions about the Settlement, you may contact Class Counsel or the Settlement Administrator. The contact information for Class Counsel and the Settlement Administrator are as follows:

Class Counsel:

Jenny D. Baysinger
Robert J. Wassermann
Mayall Hurley P.C.
112 S. Church Street
Lodi, CA 95240
Tel.: (209) 477-3833
Fax: (209) 473-4818
Email: rwassermann@mayallaw.com
jbaysinger@mayallaw.com
Website: www.mayallaw.com

Mark S. Adams
Law Offices of Mark S. Adams
3031 West March Lane, Suite 120
Stockton, CA 95219
Tel: 209-481-3485
Fax: 209-956-0640
Email:
madams@adamsemploymentlawyer.com
Website: www.adamsemploymentlawyer.com

Settlement Administrator

Atticus Class Action Administration
[INSERT ADDRESS AND PHONE NUMBER]

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

THE COURT HAS APPROVED THIS NOTICE.

EXHIBIT B

LAW OFFICES OF

MAYALL HURLEY

A PROFESSIONAL CORPORATION

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE P. HOOVER
KEVIN A. ARMONIO

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

May 27, 2021

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/266>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Amazon.com Services, Inc.
202 Westlake Ave N
Seattle, WA 98109

Re: Leilani Kryzhanovskiy (SSN: xxx-xx-3486; DOB: 02/18/1990)

To Whom It May Concern:

This firm represents Leilani Kryzhanovskiy. in relation to her employment with Amazon.com Services LLC and/or Amazon.com Services, Inc. (collectively, “Amazon”). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Kryzhanovskiy’s written notice to the Labor and Workforce Development Agency (“LWDA”) and Amazon regarding the following Labor Code violations, and the facts and theories supporting the same.

Ms. Kryzhanovskiy was hired by Amazon in January 2020 as an Onsite Medical Representative. See **Exhibit 1**.¹ Throughout her employment, Ms. Kryzhanovskiy was a non-exempt employee. As such, she was entitled to be paid for every hour worked and overtime as appropriate. Ms. Kryzhanovskiy was also entitled to off-duty meal and rest periods in accordance with California law.

Ms. Kryzhanovskiy and Amazon’s other non-exempt California employees are also eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation including, but not limited to, “Imputed Income”, “Shift Pay”, “Additionalpay”, “Guarantee Pay” and “On Sign Bonus”. **Exhibits 2-4**. Throughout her employment and before,

¹ Exhibits 1-5 are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

May 27, 2021

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however, Amazon failed to properly calculate and pay the overtime wages owed to Ms. Kryzhanovskiy and its other non-exempt California employees. Specifically, pursuant to its uniform policy, practice and procedure, Amazon a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime or b) miscalculated Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime.

For example, during the weekly pay period spanning from January 10, 2021 to January 16, 2021, Ms. Ms. Kryzhanovskiy received "Guarantee Pay" of \$375.09. See **Exhibit 3**. Pursuant to its uniform policy and practice, Amazon failed to include Ms. Kryzhanovskiy's "Guarantee Pay" when calculating her regular rate of pay. Instead, Amazon utilized only Ms. Kryzhanovskiy's base hourly rate and multiplied it by 1.5 to get the \$32.82 rate paid for overtime work performed. Ms. Kryzhanovskiy also received "Shift Pay" at the rate of \$0.60/hr for 36.60 hours worked, but only received "Shift Pay @O/T" at the rate of \$0.8889/hr. See *Id.* The "Shift Pay @O/T rate is less than 1.5x Ms. Kryzhanovskiy's base "Shift Pay" rate. Since Ms. Kryzhanovskiy's "Shift Pay @O/T rate was inaccurately low *and* her "Guarantee Pay" was not factored into the rate paid for her overtime hours *at all*, she was underpaid overtime wages.

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also entitled to sick pay pursuant to California Labor Code section 245, et seq. Although Labor Code section 248.5, subdivision (l)(1) mandates that paid sick leave for non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time", pursuant to its uniform policy, practice and procedure, Amazon failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt California employees' regular rate of pay for purposes of sick pay. As such, Amazon did not properly "provide" its California non-exempt employees with sick pay in violation of Labor Code section 233. See **Exhs. 2-4** (paying "personal time", which was used for qualifying sick leave, at Ms. Kryzhanovskiy's base hourly rate).

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. Amazon regularly required Ms. Kryzhanovskiy and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands. On the occasions that Ms. Kryzhanovskiy and Amazon's other California non-exempt employees were able to take their meal breaks, they routinely occurred after 5 hours of work. Further, Amazon frequently failed to relieve Ms. Kryzhanovskiy and its other non-exempt California employees of employer control during their meal and rest breaks. When Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were not provided compliant meal and rest breaks, Amazon routinely did not pay premiums as required by California law. There were some occasions, however, when Amazon did pay meal and rest period premiums to Ms. Kryzhanovskiy and its other California non-exempt employees, thereby acknowledging it had deprived them of the required meal and rest

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periods. Finally, when premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay. See **Exhs. 2, 4**.

Because of the violations set forth above, and as evidenced in the samples of Ms. Kryzhanovskiy's wage statements attached hereto as **Exhibits 2-4**, the wage statements furnished by Amazon to its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:

- a. The gross wages earned, in violation of section 226(a)(1);
- b. The net wages earned, in violation of section 226(a)(5); and
- c. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

Separate and independent from the foregoing, the wage statements Amazon furnishes to Ms. Kryzhanovskiy and its other non-exempt California employees violate Labor Code section 226(a)(2) and (9) insofar as they fail to accurately show the employee's total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Specifically, the total hours worked and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate never match Ms. Kryzhanovskiy's time records and, further, are confusing in that Amazon frequently purported to pay her "shift pay" for more hours than identified as her "total hours worked" in the separate "Information" section of the wage statements. See **Exhs. 2-4**.

For example, during the pay period of January 10 to January 16, 2021, Ms. Kryzhanovskiy's wage statement reflects 33.13 hours at "Regular" and .27 hours at "Overtime" for a total of 33.40 total hours worked. See **Exhibit 3**. During that same pay period, Ms. Kryzhanovskiy's wage statement also shows 36.60 hours of "Shift Pay" and 0.27 hours of "Shift Pay @ O/T." *Id.* Accordingly, either the total hours listed on her wage statement are inaccurate in violation of Labor Code section 226(a)(2) or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate are inaccurate in violation of Labor Code section 226(a)(9). Further, if the former, Amazon is also underpaying Ms. Kryzhanovskiy and its other non-exempt California employees in violation of Labor code section 510 and 1182.12 et. seq.

Because Amazon underpays its non-exempt California employees, fails to properly calculate and pay their overtime and sick pay, and because they are not provided compliant meal and rest breaks, or the premiums associated with missing the same, they are not timely paid all wages due and owing to them during each pay period and at the end of their employment in violation of Labor Code sections 204 and 201-203.

Also separate and independent from the foregoing, Amazon pays Ms. Kryzhanovskiy and its other female employees are paid at wage rates less than the rates paid to male employees for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and

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performed under similar working conditions in violation of Labor Code section 1197.5. Labor Code section 1197.5, subdivision (b) prohibits employers from compensating employees of different genders differently for substantially similar work. Despite this mandate, Amazon paid Ms. Kryzhanovskiy and its other current and former female employees within California at wage rates less than those paid to male employees for substantially similar work. Specifically, at the time Ms. Kryzhanovskiy was hired she was offered a base hourly wage of \$21.88 along with an initial signing bonus of \$8,000 and a bonus after one year in the amount of \$6,000. A male employee hired to the *exact* same position in the *exact* same physical location as Ms. Kryzhanovskiy in April 2020, however, was paid an initial base salary of \$23.80, provided an initial signing bonus of \$10,000 and a bonus after one year of \$7,000, all substantially more than Ms. Kryzhanovskiy was paid for performing the same job duties. See **Exhibit 5**. The male employee was initially paid a base hourly rate 8.7% more than his female counterpart and received a signing bonus and second sign-on payments that were 25% and 16.67% greater, respectively. See **Exhibits 1, 5**. Recently, Amazon adjusted the compensation of Ms. Kryzhanovskiy and her male contemporary, however the adjustment did not equalize the pay rates—Ms. Kryzhanovskiy continues to be paid more than 8% less (\$22.21 vs. \$24.08). Ms. Kryzhanovskiy is informed and believe Amazon routinely underpays its female employees as compared to male employees performing substantially similar job functions and that there are no bona fide factors, other than gender, that justify the widespread pay disparities.

Accordingly, and as set forth above, Ms. Ms. Kryzhanovskiy contends Amazon has violated Labor Code sections 201-204, 226, 226.7, 233, 246, 510, 512, 1197.5, and 1182.12, as well as and the applicable IWC Wage Orders.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Kryzhanovskiy intends to file a civil complaint, or amend a pre-existing civil complaint, against Amazon pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By



JENNY D. BAYSINGER

Enclosures

EXHIBIT 1



P.O. BOX 81226, SEATTLE, WA, 98108-1226

1/10/2020

Leilani Kryzhanovskiy

[REDACTED]
US

Dear Leilani:

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on January 20, 2020 ("Start Date"). Your salary will be \$21.88 per hour, (\$45,510.40 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$8,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2021. Ordinarily this process occurs each April.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Steven McCoy

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire December 29, 2019.

Leilani, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Steven McCoy
WHS Manager II

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

Jan 14, 2020

Date

Leilani Kryzhanovskiy

EXHIBIT 2

SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	65.27	1,428.11	4,751.90
Overtime	32.8200	1.83	60.06	262.23
Ca Meal Prem	21.8800	1.00	21.88	65.64
Imputed Income			0.51	1.02
Personal Time	21.8800	9.88	216.17	338.70
Shift Pay @O/T	0.9016	1.83	1.65	1.65
Shift Pay	0.6000	76.15	45.69	45.69
Signing Bonus				8,000.00
Gross Pay			\$1,774.07	13,466.83

Deductions	Statutory	Other
Federal Income Tax	-51.76	
Social Security Tax	-95.73	
Medicare Tax	-22.39	
CA State Income Tax	-1.77	
CA SUI/SDI Tax	-15.42	
Imputed	-0.51	
Pre-Tax Dental	-30.00*	
Pre-Tax Medical	-197.54*	
Pre-Tax Vision	-4.15*	
Slifcd	-0.70	
Slifsp	-0.34	
401K	-70.94*	
Net Pay	\$1,282.82	
Checking Dep.	-1,282.82	

LEILANI KRYZHANOVSKIY

Net Check **\$0.00**

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$1,471.44

Other Benefits and Information	this period	total to date
Group-term Life	1.52	4.56
Personal	5.62	
Tot Work Hours	67.10	
Vacation	4.65	

Important Notes

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
 DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Married
 Exemptions/Allowances:
 CA: 3

AMAZON.COM SERVICES INC.
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Advice number: 00000126196
 Pay date: 03/06/2020

Deposited to the account of	account number	transit ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx xxxx	\$1,282.82

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 3

SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	33.13	724.88	724.88
Overtime	32.8200	.27	8.86	8.86
Guarantee Pay			375.09	1,750.40
Imputed Income			0.20	0.60
Personal Time	21.8800	3.47	75.92	75.92
Shift Pay @O/T	0.8889	.27	0.24	0.24
Shift Pay	0.6000	36.60	21.96	26.76
Holiday Pay				175.04
Gross Pay			\$1,207.15	2,762.70

Deductions	Statutory	Other
Federal Income Tax	-58.56	136.52
Social Security Tax	-67.18	148.29
Medicare Tax	-15.71	34.68
CA State Income Tax	-38.64	91.49
CA SUI/SDI Tax	-12.99	28.67
Imputed	-0.20	0.60
Pre-Tax Dental	-15.69*	47.07
Pre-Tax Medical	-106.62*	319.86
Pre-Tax Vision	-2.08*	6.24
Slifcd	-0.35	1.05
Slifsp	-0.22	0.66
401K	-48.28*	110.48
Net Pay	\$840.63	
Checking Dep.	-840.63	

LEILANI KRYZHANOVSKIY

Net Check \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are \$1,034.48

Other Benefits and Information	this period	total to date
Group-term Life	0.76	2.28
Personal Balance	12.12	
Tot Work Hours	33.40	
Vacation Balance	23.78	

Important Notes
YOUR COMPANY PHONE NUMBER IS 888-892-7180

BASIS OF PAY: HOURLY
LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information
Taxable Marital Status: Single
CA: Single

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 0000070505
Pay date: 01/22/2021

Deposited to the account of LEILANI KRYZHANOVSKIY
account number xxx8957 transit ABA xxxx xxxx amount \$840.63

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO
Y1K 667495 129900 2136 000070505 1

Page 2 012-0208
AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Earnings Statement



Period Beginning: 01/10/2021
Period Ending: 01/16/2021
Pay Date: 01/22/2021

LEILANI KRYZHANOVSKIY

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

EXHIBIT 4

SEATTLE, WA 98109

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	21.8800	38.95	852.23	3,503.65
Overtime	32.8200	.25	8.21	292.10
Ca Meal Prem	21.8800	3.00	65.64	109.40
Imputed Income			0.20	110.25
O/T Premium 2	8.8900	.25	2.22	
On Sign Bonus			230.77	873.63
Personal Time	21.8800	1.85	40.48	282.69
Shift Pay @O/T	0.9200	.25	0.23	8.02
Shift Pay	0.6000	43.80	26.28	116.43
Guarantee Pay				1,750.40
Holiday Pay				350.08
Gross Pay			\$1,226.26	7,443.81

Deductions	Statutory	Other
Federal Income Tax	-42.17	Imputed -0.20
Social Security Tax	-60.66	Pre-Tax Dental -31.38*
Medicare Tax	-14.19	Pre-Tax Medical -213.24*
CA State Income Tax	-28.43	Pre-Tax Vision -4.16*
CA SDI Tax	-11.73	Slifcd -0.70
		Slifsp -0.44
		401K -79.62*

LEILANI KRYZHANOVSKIY

Net Pay	\$739.34
Checking Dep.	-739.34
Net Check	\$0.00

* Excluded from federal taxable wages
Your federal taxable wages this period are \$897.86

Other Benefits and Information	this period	total to date
GroupTerm Life	0.76	7.60
Personal Balnce	11.92	
Tot Work Hours	39.20	
Vacation Balnce	31.53	

Important Notes
YOUR COMPANY PHONE NUMBER IS 888-892-7180

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status: Single
CA: Single

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Advice number: 00000123651
Pay date: 03/12/2021

Deposited to the account of	account number	transit ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx xxxx	\$739.34

THIS IS NOT A CHECK
NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO
Y1K 667495 129900 2136 0000123651 1

Page 2 004-0208
AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 98109

Earnings Statement



Period Beginning: 02/28/2021
Period Ending: 03/06/2021
Pay Date: 03/12/2021

LEILANI KRYZHANOVSKIY

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

EXHIBIT 5



P.O. BOX 81226, SEATTLE, WA, 98108-1226

4/24/2020

Sergey Kryzhanovskiy

[REDACTED]
US

Dear Sergey:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on May 4, 2020 ("Start Date"). Your salary will be \$23.80 per hour, (\$49,504.00 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$10,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$7,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2022. Ordinarily this process occurs each April. Please note that the number of shares scheduled to vest on a particular vesting date will be rounded down to the nearest whole share, and if the number is less than one whole share, you will not receive any shares until the next scheduled vesting date.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Rick Borszcz

Shift Pattern: AAAA

Your shift or schedule may change in the future. Based on business need, Amazon.com Services LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access

to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire April 5, 2020.

Sergey, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Rick Borszcz
Regional WHS Manager

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.

Sergey Kryzhanovskiy

Signature

Apr 28, 2020

Date

Sergey Kryzhanovskiy

LAW OFFICES OF

MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
.....
360 EAST SECOND STREET, SUITE 800
LOS ANGELES, CA 90012

STOCKTON OFFICE
.....
2453 GRAND CANAL BLVD.
STOCKTON, CA 95207

LODI OFFICE
.....
118 W. OAK STREET
LODI, CA 95240

MAILING ADDRESS:
112 S CHURCH STREET
LODI, CA 95240

112 S CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

October 11, 2023

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/266>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA ELECTRONIC MAIL ONLY TO COUNSEL FOR AMAZON

nkhansari@gibsondunn.com; bhamburger@gibsondunn.com; lblas@gibsondunn.com

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Amazon.com Services, Inc.
202 Westlake Ave N
Seattle, WA 98109

Re: Patricia Salazar (DOB: 11/12/1949)

To Whom It May Concern:

This firm represents Patricia Salazar in relation to her employment with Amazon.com Services LLC and/or Amazon.com Services, Inc. (collectively, "Amazon"). Salazar was hired by Defendant Amazon.com Services, LLC on or around August 2, 2022 to work in the position of ERC HR Specialty. See **Exhibit 1**.¹ At all relevant times, Plaintiff was properly classified as a non-exempt hourly employees and were, thereby, entitled to be paid at least minimum wage for all hours worked and overtime/doubletime as appropriate. In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Salazar's written notice to the Labor and Workforce Development Agency ("LWDA") and Amazon regarding the following Labor Code violations, and the facts and theories supporting the same.

Employers have, within the last year and beyond, as to Ruiz and other current and former employees within California, failed to do the following:

¹ Exhibits 1-3 are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

October 11, 2023

Page 2 of 3

1. Properly Calculate and Pay Overtime. Ms. Salazar and Amazon's other non-exempt California employees are eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation including, but not limited to "Signing Bonus". **Exhibits 2.** Throughout her employment and before, however, Amazon failed to properly calculate and pay the overtime wages owed to Ms. Salazar and its other non-exempt California employees. Specifically, pursuant to its uniform policy, practice and procedure, Amazon a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Salazar and its other non-exempt employees' "regular rate of pay" for purposes of overtime or b) miscalculated Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime.
2. Failure to Properly Calculate and Pay Meal Period Premiums. – Ms. Salazar and Amazon's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. Amazon regularly required Ms. Salzar and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands. There were some occasions, however, when Amazon did pay meal and rest period premiums to Ms. Salzar and its other California non-exempt employees, thereby acknowledging it had deprived them of the required meal and rest periods. Finally, when premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay. See **Exhs. 2.**
3. Furnish Accurate Itemized Wage Statements – Because of the violations set forth above, and as evidenced in the samples of Ms. Salazar's wage statements attached hereto as **Exhibits 2-3**, the wage statements furnished by Amazon to its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:
 - a. The gross wages earned, in violation of section 226(a)(1);
 - b. The net wages earned, in violation of section 226(a)(5); and
 - c. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).
4. Timely Pay Wages – Because Employers failed to properly pay overtime premium wages when they became due, they necessarily violated the provisions of Labor Code section 204.
5. Pay All Wages on Separation – Because Employers failed, and continue to fail, to compensate properly for overtime wages due there are necessarily wages that remained outstanding at the time Ruiz and other California employees separate from employment with Employers that are not timely paid at the end of their employment.

Accordingly, and as set forth above, Ms. Salazar alleges Amazon has violated Labor Code sections 201-204, 226, 226.7, 510, and 512 as well as and the applicable IWC Wage Orders.

October 11, 2023
Page 3 of 3

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Salazar intends to file a civil complaint, or amend a pre-existing civil complaint, against Amazon pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By 

JENNY D. BAYSINGER

Enclosures

EXHIBIT 1



8/2/2022

Patricia Salazar

[REDACTED]
United States

Dear Patricia:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of ERC HR Specialty . This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on August 8, 2022 ("Start Date"). Your salary will be \$27.04 per hour, (\$56,243.20 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2024. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$7,200.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,600.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 228 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2024. Ordinarily this process occurs each April.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Background Check

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

A copy of the Agreement is provided in Appendix A at the end of this document. An identical Agreement will be sent separately for your signature.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire August 12, 2022.

Patricia, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Cheri Gould
HR Manager, US – ERC

EXHIBIT 2

W3K 017857 867800 VCA 0000350572 1
 Page 1(Cont Next Page)

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 981099

Earnings Statement



Period Beginning: 08/21/2022
 Period Ending: 08/27/2022
 Pay Date: 09/02/2022

Filing Status: Single/Married filing separately
 Exemptions/Allowances:
 Federal: Standard Withholding Table

PATRICIA J SALAZAR

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	38.78	1,048.61	3,108.52
Overtime	40.5600	4.22	171.16	186.57
Double Time	54.0800	.25	13.52	13.52
O/T Premium	5.7405	.38	2.18	2.18
Rest/Meal Prem				135.20
Signing Bonus				7,200.00
Gross Pay			\$1,235.47	10,645.99

Net Check \$0.00

Correction: .38 OT Hours for 08/21/22 - 08/27/22

*** Excluded from federal taxable wages**

Your federal taxable wages this period are \$1,075.44

Deductions	Statutory		year to date
Federal Income Tax	-97.52		1,856.48
Social Security Tax	-76.04		659.12
Medicare Tax	-17.79		154.15
CA State Income Tax	-39.93		845.57
CA SDI Tax	-13.46		116.85

Other Benefits and Information	this period	total to date
Ca Pto Balance	6.93	
Groupterm Life	2.85	8.55
Tot Work Hours	43.25	

Other		year to date
Accident Ins	-0.87	1.74
Grp Legal Plan	-3.48	6.96
Healthcare Fsa	-6.00*	12.00
Pre-Tax Dental	-2.08*	4.16
Pre-Tax Vision	-3.69*	7.38
Supp Ad/D	-0.12	0.24
Supp Life Ins	-8.28	16.56
401K-Roth	-61.77	61.77
401K-Trad	-148.26*	325.10
Net Pay	\$756.18	
Checking Acct 1	-756.18	

Important Notes
 BASIS OF PAY: HOURLY

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT [HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 981099

Advice number: 0000350572
 Pay date: 09/02/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	\$756.18

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 3

Earnings Statement



AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
[REDACTED]
SEATTLE, WA 981099

Period Beginning: 08/07/2022
Period Ending: 08/13/2022
Pay Date: 08/19/2022

PATRICIA J SALAZAR

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	40.00	1,081.60	1,081.60
Rest/Meal Prem	27.0400	1.00	27.04	27.04
Signing Bonus			7,200.00	7,200.00
Gross Pay			\$8,308.64	8,308.64

Other Benefits and Information	this period	total to date
Ca Pto Balance	2.31	
Groupterm Life	2.85	2.85
Tot Work Hours	40.00	

Deductions	Statutory		year to date
	Federal Income Tax	-1,672.56	1,672.56
	Social Security Tax	-515.31	515.31
	Medicare Tax	-120.52	120.52
	CA State Income Tax	-771.69	771.69
	CA SDI Tax	-91.40	91.40
	Other		
	401K-Trad	-88.69*	88.69
	Net Pay	\$5,048.47	
	Checking Acct 1	-5,048.47	
	Net Check	\$0.00	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT [HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are \$8,219.95

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Advice number: 0000330568
Pay date: 08/19/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	[REDACTED]

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 2

Jenny Baysinger

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, December 18, 2023 9:48 AM
To: Jenny Baysinger
Subject: Thank you for your Proposed Settlement Submission

12/18/2023 09:48:08 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cj%2Fbaysinger%40mayallaw.com%7Cee000d49961d4a7ae0af08dbfff189c4%7C05d52ced3a0f41ca99a7a9f9e83f079b%7C0%7C0%7C638385185107160818%7CUnknown%7CTWFpbGZsb3d8eyJWl%7CjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ikl1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=RRmWAZRg2uDG0csZjQUzddldk4hGN2o01woXuTE7A4%3D&reserved=0

EXHIBIT 3

Jenny Baysinger

From: Jenny Baysinger
Sent: Wednesday, May 1, 2024 3:41 PM
To: mgavron@diversitylaw.com lwlee@diversitylaw.com bill@polarislawgroup.com
c: Robert Assermann
Subject: Settlement of Kryzhanovskiy v. Amazon.com Services, Inc., et al., Central District Case No. 2:21-cv-01292-BAM
Attachments: Dkt 4 Unperfected Second Amended Complaint.pdf Final Class Notice.pdf

Dear Counsel:

Your case has been identified as a “related case” to the above referenced matter by Amazon.com Services, LLC and Amazon.com Services, Inc. A settlement was reached in the *Kryzhanovskiy/Salazar* matter, which was preliminarily approved on March 22, 2024. Judge McAuliffe requested that we reach out to notify you of our pending settlement as it may have some impact on your pending matter of *Clayborn v. Amazon.com Services, LLC, et al.*, Central District of California Case No. 5:20-cv-02368-JVS-SHK.

A copy of the operative complaint in our matter and a template of the approved Class Notice is attached for your reference. Should you have any questions, feel free to call or email me.

Thank you,

Jenny

Jenny D. Baysinger
Attorney at Law
Mayall Hurley, P.C.
112 S Church Street
Lodi, CA 95240

Main: (209) 477-3833
Direct: (209) 513-9310
Fax: (209) 473-4818

jbaysinger@mayalllaw.com
www.mayalllaw.com

EXHIBIT 4

LAW OFFICES

MAYALL HURLEY

A PROFESSIONAL CORPORATION

Voice (209) 477-3833
 Facsimile (209) 473-4818

2453 GRAND CANAL BOULEVARD
 SECOND FLOOR
 STOCKTON, CALIFORNIA 95207-8253

Tax ID No. 94-2190545

August 6, 2024

Invoice Number 0

LEILANI KRYZHANOVSKIY (CLASS ACTION)
 270 RAVENWOOD WAY
 LODI, CA 95240

In the matter of: KRYZHANOVSKIY V. AMAZON - CONTINGENCY

Our file number: WAS 20303

r r r d r d

Attorney	Date	Description	Rate	Hours	Amount	Total
RJW	03/31/2021		0.50	0.50	878.00	439.00
03/31/2021	RJW	Communications with Adams re potential client Kryzhanovskiy, facts, claims		0.50		\$439.00
RJW	04/01/2021		0.75	0.75	878.00	658.50
04/01/2021	RJW	Emails with Adams and Kryzhanovskiy re claims / setting up f/u call. Reviewed Internal Xfer / Offer Letter		0.75		\$658.50
RJW	04/02/2021		3.00	3.00	878.00	2,634.00
04/02/2021	RJW	Kryzhanovskaya. Research re Equal Pay Act. Application in Class and PAGA cases. Reviewed Arb Agreement and Class Waiver. Conference with Baysinger re facts/claims.		3.00		\$2,634.00
JDE	04/02/2021		0.80	0.80	878.00	702.40
04/02/2021	JDE	Confer with RJW and evaluate applicability of transportation worker exemption to all Amazon employees. Review offer letters and evaluate pay disparity and potential explanations.		0.80		\$702.40
JDE	04/02/2021		3.20	3.20	878.00	2,809.60
04/02/2021	JDE	Research regarding Equal Pay Act claims as class actions and disparate impact v. disparate treatment issues (relevance of statistical evidence) and scope of appropriate comparitors.		3.20		\$2,809.60
RJW	04/05/2021		1.75	1.75	878.00	1,536.50
04/05/2021	RJW	Began research re other cases		1.75		\$1,536.50
VJK	04/05/2021		2.10	2.10	878.00	1,843.80
04/05/2021	VJK	Conference with JDE re enforceability of arbitration agreement; research re same		2.10		\$1,843.80
JDE	04/05/2021		3.50	3.50	878.00	3,073.00
04/05/2021	JDE	Review arbitration agreement and evaluate. Research transportation worker FAA exemption as applied to Amazon non-drivers. Review Rittman case and scope of "engaged in interstate commerce" and evaluate applicability to warehouse workers.		3.50		\$3,073.00
RJW	04/06/2021		2.50	2.50	878.00	2,195.00
04/06/2021	RJW	Reviewed docs from Kryzhanovsky		2.50		\$2,195.00
RJW	04/08/2021		2.25	2.25	878.00	1,975.50

04/08/2021	RJW	Further review of Kryzhanovsky docs. Calculations re underpayments. Conference with Baysinger re claims/strategy. Drafted LSA, Auths, started file. Communications with Adams re status.	2.25			\$1,975.50
JDE	04/08/2021		0.40	0.40	878.00	351.20
04/08/2021	JDE	Further review of offer letters and confer with RJW regarding potential claims.	0.40			\$351.20
JDE	04/08/2021		0.60	0.60	878.00	526.80
04/08/2021	JDE	Review and evaluate wage statements. Attempt to determine how shift pay can be earned for more than actual hours worked.	0.60			\$526.80
RJW	04/09/2021		0.75	0.75	878.00	658.50
04/09/2021	RJW	Conference with Kryzhanovsky re facts, claims, status.	0.75			\$658.50
JDE	04/09/2021		1.50	1.50	878.00	1,317.00
04/09/2021	JDE	Review client documents/wage statements and conduct calculations regarding OT premiums potentially owed.	1.50			\$1,317.00
RJW	04/12/2021		0.20	0.20	878.00	175.60
04/12/2021	RJW	Communications re status	0.20			\$175.60
RJW	04/14/2021		0.50	0.50	878.00	439.00
04/14/2021	RJW	Drafted records request letters	0.50			\$439.00
RJW	04/15/2021		4.25	4.25	878.00	3,731.50
04/15/2021	RJW	Began drafting LWDA Letter / preparing exhibits. Research as necessary re alleged equal pay, sick pay, and regular rate violations.	4.25			\$3,731.50
RJW	04/16/2021		1.50	1.50	878.00	1,317.00
04/16/2021	RJW	Reviewed additional docs from Kryzhanovskiy	1.50			\$1,317.00
RJW	04/26/2021		0.20	0.20	878.00	175.60
04/26/2021	RJW	Emails re status.	0.20			\$175.60
RJW	04/29/2021		0.25	0.25	878.00	219.50
04/29/2021	RJW	Emails with Kryzhanovskiy re pay rate change.	0.25			\$219.50
JDE	04/29/2021		0.30	0.30	878.00	263.40
04/29/2021	JDE	Review email from client regarding raises, but ongoing failure to equalize her rate with rate of comparable male employees. Review updated docs from client.	0.30			\$263.40
RJW	05/03/2021		0.35	0.35	878.00	307.30
05/03/2021	RJW	Reviewed docs from Kryzhanovskiy. Set up f/u call for 5/4	0.35			\$307.30
RJW	05/07/2021		0.25	0.25	878.00	219.50
05/07/2021	RJW	Emails with Kryzhanovskiy re status	0.25			\$219.50
RJW	05/11/2021		0.50	0.50	878.00	439.00
05/11/2021	RJW	Emails with S. Kryzhanovskiy re issues at Amazon.	0.50			\$439.00
RJW	05/17/2021		0.20	0.20	878.00	175.60
05/17/2021	RJW	Emails with Kryzhanovskiy re status.	0.20			\$175.60
JDE	05/17/2021		0.40	0.40	878.00	351.20
05/17/2021	JDE	Reach out to client via telephone and email to further discuss strategy and scope of potential class claims.	0.40			\$351.20
RJW	05/19/2021		0.20	0.20	878.00	175.60
05/19/2021	RJW	Emails with Kryzhanovskiy re status / claims.	0.20			\$175.60
RJW	05/26/2021		0.35	0.35	878.00	307.30
05/26/2021	RJW	Conference with Baysinger re facts, claims, strategy.	0.35			\$307.30

JDE	05/26/2021		2.00	2.00	878.00		1,756.00
05/26/2021	JDE	Review file documents, prepare records request, and evaluate scope of claims to exhaust with LWDA. Research whether signing bonus must be included in regular rate of pay.			2.00		\$1,756.00
JDE	05/26/2021		0.50	0.50	878.00		439.00
05/26/2021	JDE	Conference with RJW regarding potential claims of Kryzhanovskiy. Research Amazon Equal Pay Act cases.			0.50		\$439.00
JDE	05/27/2021		1.50	1.50	878.00		1,317.00
05/27/2021	JDE	Finalize LWDA notification letter, submit via online filing, and prepare certified mailings to employer.			1.50		\$1,317.00
JDE	05/27/2021		1.00	1.00	878.00		878.00
05/27/2021	JDE	Further research regarding inclusion of signing bonus on regular rate when "earned" over time and clawback policy exists.			1.00		\$878.00
JDE	06/01/2021		0.30	0.30	878.00		263.40
06/01/2021	JDE	Communicate with client regarding strategy, status of records request, and next steps.			0.30		\$263.40
RJW	06/09/2021		0.50	0.50	878.00		439.00
06/09/2021	RJW	Conference with Baysinger re facts, claims, preparing draft, strategy.			0.50		\$439.00
JDE	06/09/2021		0.50	0.50	878.00		439.00
06/09/2021	JDE	Confer with RJW re: strategy and specific claims to include & exhaust with LWDA.			0.50		\$439.00
JDE	06/10/2021		0.50	0.50	878.00		439.00
06/10/2021	JDE	Communicate with client and provide advice.			0.50		\$439.00
JDE	06/24/2021		3.50	3.50	878.00		3,073.00
06/24/2021	JDE	Begin drafting class action complaint. Evaluate potential regular rate issue and incorporate claim.			3.50		\$3,073.00
JDE	06/25/2021		4.20	4.20	878.00		3,687.60
06/25/2021	JDE	Continue drafting class action and FEHA complaint and finalize initial draft.			4.20		\$3,687.60
JDE	06/25/2021		2.00	2.00	878.00		1,756.00
06/25/2021	JDE	Locate additional class actions against Amazon and evaluate scope of potential class claims to assert.			2.00		\$1,756.00
JDE	06/26/2021		0.80	0.80	878.00		702.40
06/26/2021	JDE	Communicate with client regarding potential retaliation issues and consider strategy.			0.80		\$702.40
JDE	06/28/2021		2.00	2.00	878.00		1,756.00
06/28/2021	JDE	Confer with client, prepare DFEH complaint and receive right-to-sue re: gender discrimination and retaliation claims.			2.00		\$1,756.00
JDE	07/01/2021		2.50	2.50	878.00		2,195.00
07/01/2021	JDE	Continue working on draft complaint, revise allegations, and research potential avenues of recovery.			2.50		\$2,195.00
JDE	07/06/2021		1.80	1.80	878.00		1,580.40
07/06/2021	JDE	Phone conference with client to go over complaint before filing and review draft DFEH complaint allegations.			1.80		\$1,580.40
WJG	07/07/2021		1.50	1.50	1,057.00		1,585.50
07/07/2021	WJG	Review, edit, and supplement class action complaint.			1.50		\$1,585.50
RJW	07/07/2021		3.50	3.50	878.00		3,073.00
07/07/2021	RJW	Reviewed client docs. Revised / edited draft complaint. Research			3.50		\$3,073.00

re claims as necessary. Conference with Baysinger re strategy.

JDE	07/07/2021		0.40	0.40	878.00	351.20
07/07/2021	JDE	Confer with RJW re: complaint allegations.			0.40	\$351.20
WJG	07/08/2021		0.50	0.50	1,057.00	528.50
07/08/2021	WJG	Conference with RJW regarding other pending Amazon cases and distinctions/differences with ours.			0.50	\$528.50
RJW	07/08/2021		2.50	2.50	878.00	2,195.00
07/08/2021	RJW	Research re other cases including, but not limited to Romanov, Gomez, Romero and Sanchez			2.50	\$2,195.00
JDE	07/09/2021		1.50	1.50	878.00	1,317.00
07/09/2021	JDE	Review order granting class certification in Oracle Equal Pay Act case and consider implications/strategy for instant action.			1.50	\$1,317.00
RJW	07/15/2021		1.10	1.10	878.00	965.80
07/15/2021	RJW	Reviewed updated complaint. Conference with Baysinger re filing / strategy.			1.10	\$965.80
JDE	07/15/2021		1.00	1.00	878.00	878.00
07/15/2021	JDE	Further revisions to class action complaint and review with client for final authorization to file.			1.00	\$878.00
RJW	07/22/2021		0.20	0.20	878.00	175.60
07/22/2021	RJW	Reviewed Dkt Nos. 1-4 issued by Court			0.20	\$175.60
JDE	07/22/2021		2.50	2.50	878.00	2,195.00
07/22/2021	JDE	Finale revisions to class action complaint and file.			2.50	\$2,195.00
RJW	07/23/2021		0.25	0.25	878.00	219.50
07/23/2021	RJW	Emails with with Valpro re service			0.25	\$219.50
RJW	07/26/2021		0.20	0.20	878.00	175.60
07/26/2021	RJW	Reviewed Dkt No.s 5-6 by Court			0.20	\$175.60
JDE	08/03/2021		0.10	0.10	878.00	87.80
08/03/2021	JDE	Receipt and review of email from Lauren Blas regarding representation and request for extension of time to respond.			0.10	\$87.80
RJW	08/04/2021		0.20	0.20	878.00	175.60
08/04/2021	RJW	Emails with OPC re status. Set f/u for 8/6			0.20	\$175.60
RJW	08/04/2021		0.20	0.20	878.00	175.60
08/04/2021	RJW	Inquiry from Leglaist			0.20	\$175.60
RJW	08/05/2021		1.25	1.25	878.00	1,097.50
08/05/2021	RJW	Research re OPC			1.25	\$1,097.50
RJW	08/06/2021		0.25	0.25	878.00	219.50
08/06/2021	RJW	Reviewed Rule 26(f) updates			0.25	\$219.50
VJK	08/06/2021		0.50	0.50	878.00	439.00
08/06/2021	VJK	Conference w JDE re Equal Pay Act claims			0.50	\$439.00
JDE	08/06/2021		0.40	0.40	878.00	351.20
08/06/2021	JDE	Telephone conference with OPC regarding claims, potential issues, and stipulation to extend time to respond and contemplated amended complaint.			0.40	\$351.20
JDE	08/06/2021		1.20	1.20	878.00	1,053.60
08/06/2021	JDE	Review case citation provided by OPC and evaluate pleading requirements for Equal Pay Act claim.			1.20	\$1,053.60
RJW	08/09/2021		0.00	0.75	878.00	658.50

08/09/2021	RJW	Reviewed email/docs from Kryzhanovskiy. Conference with Baysinger re strategy.	0.75		878.00	\$658.50
RJW	08/09/2021		0.20	0.20	878.00	175.60
08/09/2021	RJW	Emails with OPC re status / EOT	0.20		878.00	\$175.60
JDE	08/09/2021		0.60	0.60	878.00	526.80
08/09/2021	JDE	Review email from client regarding ongoing mistreatment at workplace, evaluate potential legal claims, and prepare detailed formal response with advice.	0.60		878.00	\$526.80
RJW	08/11/2021		0.50	0.50	878.00	439.00
08/11/2021	RJW	Reviewed stip / joint statement	0.50		878.00	\$439.00
JDE	08/12/2021		0.30	0.30	878.00	263.40
08/12/2021	JDE	Review stipulation to extend deadline to file responsive pleading and authorize electronic filing.	0.30		878.00	\$263.40
RJW	08/20/2021		0.20	0.20	878.00	175.60
08/20/2021	RJW	Emails with OPC re status	0.20		878.00	\$175.60
VJK	08/20/2021		0.50	0.50	878.00	439.00
08/20/2021	VJK	Conf with JDE re Equal Pay Act claims	0.50		878.00	\$439.00
JDE	08/20/2021		4.00	4.00	878.00	3,512.00
08/20/2021	JDE	Review documents and confer with client. Further research on pleading standards for Equal Pay Act Claim. Draft FAC and finalize exhibits for filing.	4.00		878.00	\$3,512.00
RJW	08/23/2021		0.35	0.35	878.00	307.30
08/23/2021	RJW	Reviewed Joint Statement. Emails with OPC re same	0.35		878.00	\$307.30
JDE	08/23/2021		0.20	0.20	878.00	175.60
08/23/2021	JDE	Review joint statement identifying case as class action, make edits, and authorize filing.	0.20		878.00	\$175.60
JDE	08/24/2021		0.30	0.30	878.00	263.40
08/24/2021	JDE	Communicate with OPC regarding transmission of documents and access/download documents furnished.	0.30		878.00	\$263.40
RJW	08/25/2021		2.75	2.75	878.00	2,414.50
08/25/2021	RJW	Began reviewing docs from OPC. Emails with OPC re facts / calcs.	2.75		878.00	\$2,414.50
JDE	08/25/2021		2.50	2.50	878.00	2,195.00
08/25/2021	JDE	Review personnel and payroll records provided by Amazon and calculate whether timecards match wage statements.	2.50		878.00	\$2,195.00
JDE	08/25/2021		0.40	0.40	878.00	351.20
08/25/2021	JDE	Reach out to OPC regarding questions/issues identified on wage statements and potential regular rate problems. Identify specific factual questions to assist in evaluation of potential class claims.	0.40		878.00	\$351.20
RJW	08/30/2021		2.00	2.00	878.00	1,756.00
08/30/2021	RJW	Continued reviewing docs from OPC. Conducting calcs	2.00		878.00	\$1,756.00
JDE	09/02/2021		0.20	0.20	878.00	175.60
09/02/2021	JDE	Confer with RJW re: amending complaint and equal pay act allegations.	0.20		878.00	\$175.60
RJW	09/03/2021		0.50	0.50	878.00	439.00
09/03/2021	RJW	Prepared for / participated in conference call with OPC re facts / status.	0.50		878.00	\$439.00
JDE	09/03/2021		0.40	0.40	878.00	351.20
09/03/2021	JDE	Telephone conference with OPC.	0.40		878.00	\$351.20

RJW	09/07/2021		0.25	0.25	878.00		219.50
09/07/2021	RJW	Emails with OPC re responsive pleading. Conference with Baysinger re strategy.				0.25	\$219.50
WJG	09/10/2021		0.50	0.50	1,057.00		528.50
09/10/2021	WJG	Conference with RJW regarding Amazon 12b6 motions and strengths/weaknesses, and approach to opposing same.				0.50	\$528.50
RJW	09/10/2021		0.20	0.20	878.00		175.60
09/10/2021	RJW	Emails re status				0.20	\$175.60
RJW	09/10/2021		0.25	0.25	878.00		219.50
09/10/2021	RJW	Emails re from LK re info leak. Conference with Baysinger re strategy.				0.25	\$219.50
RJW	09/10/2021		1.50	1.50	878.00		1,317.00
09/10/2021	RJW	Reviewed Amazon's 12(b)(6) motion.				1.50	\$1,317.00
JDE	09/10/2021		0.80	0.80	878.00		702.40
09/10/2021	JDE	Communicate with client regarding continued retaliation issues, evaluate breach of medical privacy, and strategize avenues to address issue.				0.80	\$702.40
JDE	09/10/2021		0.10	0.10	878.00		87.80
09/10/2021	JDE	Review OPC's further request to extend response deadline and respond.				0.10	\$87.80
RJW	09/13/2021		0.20	0.20	878.00		175.60
09/13/2021	RJW	Emails with OPC re Rule 26 conference				0.20	\$175.60
RJW	09/16/2021		0.20	0.20	878.00		175.60
09/16/2021	RJW	Emails with OPC re Rule 26 Conference				0.20	\$175.60
JDE	09/16/2021		0.20	0.20	878.00		175.60
09/16/2021	JDE	Communicate with OPC regarding Rule 26 conference and joint statement/discovery plan.				0.20	\$175.60
JDE	09/17/2021		5.20	5.20	878.00		4,565.60
09/17/2021	JDE	Review motion to dismiss, pull all cases cited by defendants and review. Begin outlining opposition.				5.20	\$4,565.60
JDE	09/20/2021		0.20	0.20	878.00		175.60
09/20/2021	JDE	Rule 26(f) conference call.				0.20	\$175.60
RJW	09/24/2021		0.35	0.35	878.00		307.30
09/24/2021	RJW	Reviewed draft joint discovery plan				0.35	\$307.30
JDE	09/28/2021		2.40	2.40	878.00		2,107.20
09/28/2021	JDE	Begin drafting opposition to motion to dismiss.				2.40	\$2,107.20
RJW	09/30/2021		1.00	1.00	878.00		878.00
09/30/2021	RJW	Reviewed Opposition to 12(b)(6)				1.00	\$878.00
JDE	09/30/2021		3.50	3.50	878.00		3,073.00
09/30/2021	JDE	Finalize opposition to motion to dismiss and file.				3.50	\$3,073.00
RJW	10/01/2021		0.25	0.25	878.00		219.50
10/01/2021	RJW	Emails re joint discovery plan / 12(b)(6)				0.25	\$219.50
JDE	10/01/2021		0.40	0.40	878.00		351.20
10/01/2021	JDE	Review joint discovery plan and make necessary edits.				0.40	\$351.20
RJW	10/02/2021		0.35	0.35	878.00		307.30
10/02/2021	RJW	Reviewed OPC's changes to joint discovery plan. Emails re 26(f) conference				0.35	\$307.30

RJW	10/04/2021		0.20	0.20	878.00	175.60
10/04/2021	RJW	Emails with OPC re joint discovery plan			0.20	\$175.60
JDE	10/04/2021		0.30	0.30	878.00	263.40
10/04/2021	JDE	Review joint discovery plan, make edits, and authorize filing.			0.30	\$263.40
RJW	10/07/2021		0.20	0.20	878.00	175.60
10/07/2021	RJW	Emails re Rule 26 Conference			0.20	\$175.60
RJW	10/07/2021		0.50	0.50	878.00	439.00
10/07/2021	RJW	Reviewed Amazon's Reply to 12(b)(6) Opp			0.50	\$439.00
RJW	10/11/2021		0.20	0.20	878.00	175.60
10/11/2021	RJW	Emails with OPC re status			0.20	\$175.60
JDE	10/11/2021		0.20	0.20	878.00	175.60
10/11/2021	JDE	Communicate with OPC regarding Rule 26 conference scheduling.			0.20	\$175.60
RJW	10/13/2021		0.25	0.25	878.00	219.50
10/13/2021	RJW	Emails with Kryzhanovskiy re status			0.25	\$219.50
JDE	10/13/2021		0.80	0.80	878.00	702.40
10/13/2021	JDE	Communicate with client regarding transfer to Texas and evaluate impact on claims moving forward.			0.80	\$702.40
RJW	11/02/2021		0.20	0.20	878.00	175.60
11/02/2021	RJW	Emails with OPC re Rule 26			0.20	\$175.60
JDE	11/02/2021		0.20	0.20	878.00	175.60
11/02/2021	JDE	Communicate with OPC regarding further Rule 26 conference scheduling.			0.20	\$175.60
RJW	11/05/2021		0.50	0.50	878.00	439.00
11/05/2021	RJW	Conference with Baysinger			0.50	\$439.00
JDE	11/05/2021		0.30	0.30	878.00	263.40
11/05/2021	JDE	Participate in Rule 26(f) conference with OPC.			0.30	\$263.40
JDE	11/05/2021		0.50	0.50	878.00	439.00
11/05/2021	JDE	Confer with RJW re: Rule 26 and general strategy.			0.50	\$439.00
RJW	11/19/2021		1.20	1.20	878.00	1,053.60
11/19/2021	RJW	Reviewed Rule 26(f)			1.20	\$1,053.60
RJW	11/19/2021		0.75	0.75	878.00	658.50
11/19/2021	RJW	Reviewed Amazon's initial disclosures			0.75	\$658.50
VJK	11/19/2021		0.80	0.80	878.00	702.40
11/19/2021	VJK	Conference with JDE re related cases and effect of same on asserted claims			0.80	\$702.40
JDE	11/19/2021		1.40	1.40	878.00	1,229.20
11/19/2021	JDE	Review Rule 26 conference report prepared by Defendants and make necessary edits. Locate cases identified as related and compare/evaluate allegations.			1.40	\$1,229.20
JDE	11/19/2021		2.10	2.10	878.00	1,843.80
11/19/2021	JDE	Review file and prepare initial disclosures.			2.10	\$1,843.80
RJW	11/22/2021		0.35	0.35	878.00	307.30
11/22/2021	RJW	Reviewed Kryzhanovskiy's initial disclosures			0.35	\$307.30
JDE	11/22/2021		0.60	0.60	878.00	526.80
11/22/2021	JDE	Review Amazon's initial disclosures.			0.60	\$526.80
JDE	01/14/2022		0.35	0.35	878.00	307.30

01/14/2022	JDE	Confer with RJW re discovery and sampling status.			0.35	\$307.30
RJW	02/02/2022		1.20	1.20	878.00	1,053.60
02/02/2022	RJW	Reviewed payroll records. Conference with Baysigner re claims / strategy / expert analysis			1.20	\$1,053.60
RJW	02/15/2022		1.50	1.50	878.00	1,317.00
02/15/2022	RJW	Reviewed Notice of Related Cases. Began research re other cases.			1.50	\$1,317.00
JDE	02/16/2022		3.50	3.50	878.00	3,073.00
02/16/2022	JDE	Begin drafting written discovery requests.			3.50	\$3,073.00
JDE	02/23/2022		5.20	5.20	878.00	4,565.60
02/23/2022	JDE	Review client's time records, calculate all time recorded, and begin comparing to wage statements to determine/identify inaccuracies to use in written discovery.			5.20	\$4,565.60
RJW	03/16/2022		0.20	0.20	878.00	175.60
03/16/2022	RJW	Reviewed DKt No. 19 - Order of related case.			0.20	\$175.60
RJW	04/15/2022		0.20	0.20	878.00	175.60
04/15/2022	RJW	Emails with Kryzhanovskiy re status / issues on site			0.20	\$175.60
JDE	04/17/2022		0.20	0.20	878.00	175.60
04/17/2022	JDE	Provide status update to client.			0.20	\$175.60
RJW	04/18/2022		0.20	0.20	878.00	175.60
04/18/2022	RJW	Emails with OPC re discovery			0.20	\$175.60
JDE	04/18/2022		5.30	5.30	878.00	4,653.40
04/18/2022	JDE	Finalize initial written discovery to Services,, LLC and Services, Inc. and serve.			5.30	\$4,653.40
RJW	04/22/2022		1.00	1.00	878.00	878.00
04/22/2022	RJW	Reviewed Amazon's RFP and SI.			1.00	\$878.00
RJW	05/13/2022		0.25	0.25	878.00	219.50
05/13/2022	RJW	Emails with OPC re discovery extension.			0.25	\$219.50
JDE	05/13/2022		0.20	0.20	878.00	175.60
05/13/2022	JDE	Communicate with OPC regarding extension of D's time to respond to initial written discovery.			0.20	\$175.60
JDE	05/23/2022		2.40	2.40	878.00	2,107.20
05/23/2022	JDE	Review initial discovery propounded by Amazon, begin outlining responses, and communicate with client.			2.40	\$2,107.20
RJW	06/07/2022		0.50	0.50	878.00	439.00
06/07/2022	RJW	Emails with OPC re status. Reviewed draft protective order.			0.50	\$439.00
JDE	06/10/2022		0.50	0.50	878.00	439.00
06/10/2022	JDE	Review stipulated protective order provided by OPC and evaluate/make necessary edits.			0.50	\$439.00
RJW	06/13/2022		1.50	1.50	878.00	1,317.00
06/13/2022	RJW	Reviewed Amazon's responses to RFA-1, SI-1, and RFP-1			1.50	\$1,317.00
JDE	06/14/2022		1.30	1.30	878.00	1,141.40
06/14/2022	JDE	Receipt and initial review of initial written discovery responses from Defendants.			1.30	\$1,141.40
JDE	06/28/2022		0.10	0.10	878.00	87.80
06/28/2022	JDE	Communicate with OPC regarding extension of P's deadline to respond to discovery.			0.10	\$87.80
WJG	06/29/2022		0.50	0.50	1,057.00	528.50

06/29/2022	WJG	Review order on 12b6 motion to dismiss.			0.50	\$528.50
RJW	06/29/2022		0.50	0.50	878.00	439.00
06/29/2022	RJW	Reviewed Court's Order on Motion to Dismiss. Conference with Baysinger re same.			0.50	\$439.00
JDE	06/29/2022		0.50	0.50	878.00	439.00
06/29/2022	JDE	Receipt and review of Court's ruling denying motion to dismiss in its entirety.			0.50	\$439.00
JDE	07/12/2022		2.80	2.80	878.00	2,458.40
07/12/2022	JDE	Begin working on discovery responses. Confer with client regarding same.			2.80	\$2,458.40
WJG	07/13/2022		0.50	0.50	1,057.00	528.50
07/13/2022	WJG	Review Amazon's answer/compare with complaint.			0.50	\$528.50
RJW	07/13/2022		1.25	1.25	878.00	1,097.50
07/13/2022	RJW	Reviewed Answer			1.25	\$1,097.50
JDE	07/13/2022		0.50	0.50	878.00	439.00
07/13/2022	JDE	Communicate with client regarding discovery requests and substantive responsive information.			0.50	\$439.00
JDE	07/15/2022		1.00	1.00	878.00	878.00
07/15/2022	JDE	Continue working on Plaintiff's initial discovery responses. Provide draft to client and confer regarding accuracy.			1.00	\$878.00
RJW	07/18/2022		1.00	1.00	878.00	878.00
07/18/2022	RJW	Reviewed Kryzhanovskiy's responses to FI-1 and RFP-1			1.00	\$878.00
JDE	07/18/2022		1.80	1.80	878.00	1,580.40
07/18/2022	JDE	Finalize discovery responses and document production. Organize and redact documents as necessary.			1.80	\$1,580.40
RJW	07/28/2022		0.20	0.20	878.00	175.60
07/28/2022	RJW	Emails with OPc re status.			0.20	\$175.60
RJW	08/01/2022		1.25	1.25	878.00	1,097.50
08/01/2022	RJW	Reviewed / approved Joint Statement. Emails with OPC re same. Conference with Baysinger re strategy.			1.25	\$1,097.50
JDE	08/01/2022		0.80	0.80	878.00	702.40
08/01/2022	JDE	Review joint scheduling conference statement and make necessary edits.			0.80	\$702.40
JDE	08/01/2022		1.50	1.50	878.00	1,317.00
08/01/2022	JDE	Initial research regarding FLSA claims for out-of-state workers based on issue raised in joint scheduling report. Confer with RJW regarding conditional cert and scope of regular rate claim based on signing bonuses.			1.50	\$1,317.00
JDE	08/01/2022		0.30	0.30	878.00	263.40
08/01/2022	JDE	Confer with RJW re: strategy to move litigation forward.			0.30	\$263.40
RJW	08/02/2022		0.50	0.50	878.00	439.00
08/02/2022	RJW	Reviewed / approved protective order. Emails with OPC re same.			0.50	\$439.00
VJK	08/02/2022		2.20	2.20	878.00	1,931.60
08/02/2022	VJK	Research re: lack of standing for FLSA claims in re out of state class members/conference with JDE re same			2.20	\$1,931.60
JDE	08/02/2022		1.00	1.00	878.00	878.00
08/02/2022	JDE	Review proposed protective order and make suggested edits.			1.00	\$878.00
RJW	08/03/2022		0.25	0.25	878.00	219.50

08/03/2022	RJW	Reviewed final protective order			0.25	\$219.50
JDE	08/03/2022		1.60	1.60	878.00	1,404.80
08/03/2022	JDE	Review discovery responses, outline issues for M&C, and begin 30(b)(6) topic list.			1.60	\$1,404.80
RJW	08/04/2022		0.20	0.20	878.00	175.60
08/04/2022	RJW	Emails with OPC re M&C re plaintiffs discovery responses			0.20	\$175.60
JDE	08/04/2022		0.40	0.40	878.00	351.20
08/04/2022	JDE	Review meet and confer email from McKonly and provide detailed response addressing each issue.			0.40	\$351.20
RJW	08/09/2022		0.75	0.75	878.00	658.50
08/09/2022	RJW	Conference with Baysinger re conference / consent to magistrate. Research re magistrate			0.75	\$658.50
JDE	08/09/2022		0.80	0.80	878.00	702.40
08/09/2022	JDE	Appear for scheduling conference.			0.80	\$702.40
RJW	08/25/2022		0.20	0.20	878.00	175.60
08/25/2022	RJW	Emails re consent to magistrate			0.20	\$175.60
RJW	08/31/2022		0.20	0.20	878.00	175.60
08/31/2022	RJW	Dkt. No. 31 re reassignment			0.20	\$175.60
RJW	09/01/2022		0.20	0.20	878.00	175.60
09/01/2022	RJW	Emails re magistrate consent / filed consent			0.20	\$175.60
VJK	09/01/2022		0.50	0.50	878.00	439.00
09/01/2022	VJK	Conference with JDE re scope of claims in light of defense arguments re standing and discussion of meet/confer matters			0.50	\$439.00
JDE	09/01/2022		0.50	0.50	878.00	439.00
09/01/2022	JDE	Prepare consent to magistrate judge and email addressing status of doc production.			0.50	\$439.00
JDE	09/01/2022		0.50	0.50	878.00	439.00
09/01/2022	JDE	Prepare consent to magistrate and prepare limited meet and confer email.			0.50	\$439.00
JDE	09/06/2022		0.20	0.20	878.00	175.60
09/06/2022	JDE	Communicate with client and provide status update.			0.20	\$175.60
RJW	09/09/2022		0.20	0.20	878.00	175.60
09/09/2022	RJW	Emails with Counsel in Valencia. Set F/U call			0.20	\$175.60
RJW	09/12/2022		0.20	0.20	878.00	175.60
09/12/2022	RJW	Emails with OPC re production			0.20	\$175.60
JDE	09/12/2022		1.20	1.20	878.00	1,053.60
09/12/2022	JDE	Review and evaluate complaints filed in Christopher Valencia matter.			1.20	\$1,053.60
RJW	09/13/2022		0.20	0.20	878.00	175.60
09/13/2022	RJW	Emails with OPC re status			0.20	\$175.60
JDE	09/13/2022		0.10	0.10	878.00	87.80
09/13/2022	JDE	Communicate with OPC regarding provision of documents and conference call scheduling.			0.10	\$87.80
RJW	09/14/2022		0.20	0.20	878.00	175.60
09/14/2022	RJW	Emails with OPC re production and accessing / interpreting same. Set F/U call			0.20	\$175.60
JDE	09/16/2022		1.00	1.00	878.00	878.00

09/16/2022	JDE	Review file and discovery responses in preparation for M&C call.	1.00			\$878.00
JDE	09/16/2022		0.50	0.50	878.00	439.00
09/16/2022	JDE	Telephone conference with Amber McKonley M&C.	0.50			\$439.00
RJW	09/19/2022		0.20	0.20	878.00	175.60
09/19/2022	RJW	Emails with counsel in Valencia re status	0.20			\$175.60
WJG	09/20/2022		0.25	0.25	1,057.00	264.25
09/20/2022	WJG	Conference/confer with RJW and JDB re retaining economist.	0.25			\$264.25
RJW	09/20/2022		1.50	1.50	878.00	1,317.00
09/20/2022	RJW	Reviewed pleadings in Valencia. Prepared for / participated in conference call with Valencia counsel re claims / status.	1.50			\$1,317.00
RJW	09/20/2022		1.25	1.25	878.00	1,097.50
09/20/2022	RJW	Reviewed LWDA Letter and FAC. Conference with Baysinger re claims / possible amendments	1.25			\$1,097.50
JDE	09/20/2022		0.40	0.40	878.00	351.20
09/20/2022	JDE	Conference call with plaintiff's counsel for Christopher Valencia matters.	0.40			\$351.20
JDE	09/20/2022		1.50	1.50	878.00	1,317.00
09/20/2022	JDE	Communicate with expert regarding matter and scope of retention. Review records and LWDA letter to determine scope of exhaustion and evaluate strength of claims.	1.50			\$1,317.00
RJW	09/21/2022		0.35	0.35	878.00	307.30
09/21/2022	RJW	Emails with Expert re case / analysis / assignment. Conference with Baysinger re same	0.35			\$307.30
VJK	09/21/2022		1.10	1.10	878.00	965.80
09/21/2022	VJK	Review/conference with JDB re analysis of male/female pay rates	1.10			\$965.80
JDE	09/21/2022		1.00	1.00	878.00	878.00
09/21/2022	JDE	Communiante with expert, provide records for analysis, and outline scope of evaluation at this stage.	1.00			\$878.00
JDE	09/21/2022		2.80	2.80	878.00	2,458.40
09/21/2022	JDE	Conduct calculations regarding Plaintiff's damages and evaluate impact of offset for overpayments in workweeks when On Sign Bonus was credited against workweeks when On Sign bonus was not credited (but was earned).	2.80			\$2,458.40
JDE	09/21/2022		2.50	2.50	878.00	2,195.00
09/21/2022	JDE	Review rates paid to male v. female employees at STK1 site and evaluate for Equal Pay Act claim on classwide basis. Determine average rates for males and females each year and compare with Oracle case and other Equal Pay Act claims.	2.50			\$2,195.00
JDE	09/21/2022		0.20	0.20	878.00	175.60
09/21/2022	JDE	Confer with RJW re: expert analysis and scope of review.	0.20			\$175.60
RJW	09/23/2022		0.50	0.50	878.00	439.00
09/23/2022	RJW	Reviewed / approved Expert retainer	0.50			\$439.00
RJW	09/25/2022		0.20	0.20	878.00	175.60
09/25/2022	RJW	Emails with OPC re data. Set up f/u call	0.20			\$175.60
RJW	09/26/2022		0.50	0.50	878.00	439.00
09/26/2022	RJW	Emails with Expert re analysis / assignment / claims. Set up f/u call	0.50			\$439.00
JDE	09/26/2022		0.60	0.60	878.00	526.80
09/26/2022	JDE	Correspond with expert regarding data issues. Locate additional	0.60			\$526.80

data and provide.

RJW	09/28/2022		0.50	0.50	878.00	439.00
09/28/2022	RJW	Prepared for / participated in conference calls with OPC and Baysinger re discovery / mediation / status.			0.50	\$439.00
JDE	09/28/2022		0.50	0.50	878.00	439.00
09/28/2022	JDE	Conference call with OPC re discovery and mediation issues.			0.50	\$439.00
JDE	09/29/2022		1.80	1.80	878.00	1,580.40
09/29/2022	JDE	Review second batch of records provided by Amazon.			1.80	\$1,580.40
JDE	09/29/2022		0.50	0.50	878.00	439.00
09/29/2022	JDE	Further discussion with expert regarding analysis of OT issues.			0.50	\$439.00
RJW	09/30/2022		0.20	0.20	878.00	175.60
09/30/2022	RJW	Emails with Expert re analysis			0.20	\$175.60
RJW	09/30/2022		0.20	0.20	878.00	175.60
09/30/2022	RJW	Emails with Cleabrief re case			0.20	\$175.60
JDE	09/30/2022		2.30	2.30	878.00	2,019.40
09/30/2022	JDE	Calculate all potentially unpaid/underpaid OT of Plaintiff Kryzhanovskiy based on signing and on-sign bonuses to compare with expert analysis being conducted.			2.30	\$2,019.40
RJW	10/03/2022		0.20	0.20	878.00	175.60
10/03/2022	RJW	Dkt. No. 33 re reassignment			0.20	\$175.60
RJW	10/03/2022		0.35	0.35	878.00	307.30
10/03/2022	RJW	Emails with OPC re mediation, doc production, discovery, and Belaire-West			0.35	\$307.30
RJW	10/04/2022		0.20	0.20	878.00	175.60
10/04/2022	RJW	Emails with Expert re analysis of Plaintiff's records			0.20	\$175.60
RJW	10/07/2022		1.50	1.50	878.00	1,317.00
10/07/2022	RJW	Emails with OPC re additional doc/data production. Reviewed the dame.			1.50	\$1,317.00
RJW	10/10/2022		0.75	0.75	878.00	658.50
10/10/2022	RJW	Reviewed analysis of Plaintiffs' records. Emails with Baysinger re same / strategy.			0.75	\$658.50
RJW	10/10/2022		0.20	0.20	878.00	175.60
10/10/2022	RJW	Emails with OPC re status			0.20	\$175.60
JDE	10/10/2022		1.60	1.60	878.00	1,404.80
10/10/2022	JDE	Prepare draft Belaire West and respond to McKonley's email offering payroll data for 25/1084 employees. Draft additional SI to obtain class contact information.			1.60	\$1,404.80
JDE	10/10/2022		0.80	0.80	878.00	702.40
10/10/2022	JDE	Review data analysis prepared by expert and evaluate.			0.80	\$702.40
JDE	10/10/2022		1.70	1.70	878.00	1,492.60
10/10/2022	JDE	Confer with RJW regarding net OT wage loss and evaluate potential offset arguments; associated research regarding offset.			1.70	\$1,492.60
RJW	10/18/2022		0.20	0.20	878.00	175.60
10/18/2022	RJW	Dkt Entries re adjusted schedule. Updated Calendar			0.20	\$175.60
RJW	10/19/2022		0.25	0.25	878.00	219.50
10/19/2022	RJW	Emails with OPC re discovery, data, sampling.			0.25	\$219.50
RJW	11/09/2022		0.50	0.50	878.00	439.00

11/09/2022	RJW	Reviewed Amazon's responses to SI2			0.50	\$439.00
RJW	11/14/2022		0.25	0.25	878.00	219.50
11/14/2022	RJW	Emails with OPC re sampling / data production			0.25	\$219.50
RJW	11/14/2022		0.35	0.35	878.00	307.30
11/14/2022	RJW	Conference with Baysinger re discovery / status.			0.35	\$307.30
JDE	11/14/2022		1.20	1.20	878.00	1,053.60
11/14/2022	JDE	Research appropriate pre-certification sampling sizes and prepare substantive email to OPC reiterating request for 25% sampling.			1.20	\$1,053.60
RJW	11/23/2022		0.20	0.20	878.00	175.60
11/23/2022	RJW	Emails with OPC re sample size / outstanding docs, data, info needed			0.20	\$175.60
RJW	11/28/2022		0.20	0.20	878.00	175.60
11/28/2022	RJW	Emails with OPC re sampling.			0.20	\$175.60
RJW	01/17/2023		0.50	0.50	878.00	439.00
01/17/2023	RJW	Emails with OPC re discovery / sampling. Conference with Baysinger re claims / strategy.			0.50	\$439.00
RJW	01/17/2023		1.00	1.00	878.00	878.00
01/17/2023	RJW	Reviewed second set of discovery to Amazon			1.00	\$878.00
JDE	01/17/2023		1.50	1.50	878.00	1,317.00
01/17/2023	JDE	Research status of other potentially related cases and summarize. Evaluate strategy.			1.50	\$1,317.00
JDE	01/17/2023		1.20	1.20	878.00	1,053.60
01/17/2023	JDE	Prepare SI 3 and RFPD 2 and communicate with OPC regarding status of sampling and other outstanding discovery responses. Research scope of personal jurisdiction for non-CA resident class members.			1.20	\$1,053.60
RJW	01/19/2023		0.25	0.25	878.00	219.50
01/19/2023	RJW	Emails with Counsel in Valencia re status. Conference with Baysinger re strategy.			0.25	\$219.50
JDE	01/19/2023		0.30	0.30	878.00	263.40
01/19/2023	JDE	Communicate with counsel in Valencia matter and provide update on status.			0.30	\$263.40
JDE	01/19/2023		1.50	1.50	878.00	1,317.00
01/19/2023	JDE	Further research regarding standing issues for non-CA plaintiffs under FLSA.			1.50	\$1,317.00
RJW	01/25/2023		2.00	2.00	878.00	1,756.00
01/25/2023	RJW	Emails with OPC re discovery / status / FLSA claims. Research re FLSA PJ Issue. Conference with Baysinger re strategy.			2.00	\$1,756.00
VJK	01/25/2023		3.20	3.20	878.00	2,809.60
01/25/2023	VJK	Analyze and research arguments from Amazon in re personal jurisdiction and collective action claims			3.20	\$2,809.60
JDE	01/25/2023		2.70	2.70	878.00	2,370.60
01/25/2023	JDE	Research standing/due proces issue sand out-of-state resident plaintiffs in FLSA case and prepare outline.			2.70	\$2,370.60
JDE	01/25/2023		0.60	0.60	878.00	526.80
01/25/2023	JDE	Prepare correspondence to OPC regarding status of outstanding document/data production and personal jurisdiction issues.			0.60	\$526.80
JDE	01/25/2023		0.40	0.40	878.00	351.20
01/25/2023	JDE	Confer with RJW re strategy and FLSA claim.			0.40	\$351.20

RJW	01/31/2023		0.25	0.25	878.00	219.50
01/31/2023	RJW	Emails with OPC re discovery / status			0.25	\$219.50
RJW	01/31/2023		0.25	0.25	878.00	219.50
01/31/2023	RJW	Emails with Valencia counsel re status			0.25	\$219.50
JDE	01/31/2023		0.30	0.30	878.00	263.40
01/31/2023	JDE	Reach out to OPC regarding status of sampling production and communicate with counsel for Valencia regarding status.			0.30	\$263.40
WJG	02/01/2023		0.50	0.50	1,057.00	528.50
02/01/2023	WJG	Conference/confer with RJW regarding the status of the competing Amazon cases.			0.50	\$528.50
RJW	02/01/2023		2.50	2.50	878.00	2,195.00
02/01/2023	RJW	Research status of Valencia and other Amazon cases. Emails with Baysinger and counsel in other cases re status.			2.50	\$2,195.00
RJW	02/01/2023		0.20	0.20	878.00	175.60
02/01/2023	RJW	Emails with Valencia counsel re status / possible association			0.20	\$175.60
JDE	02/01/2023		0.50	0.50	878.00	439.00
02/01/2023	JDE	Communicate with counsel in related case to provide update and re-evaluate potential cooperation.			0.50	\$439.00
RJW	02/02/2023		0.20	0.20	878.00	175.60
02/02/2023	RJW	Emails with OPC re sampling			0.20	\$175.60
JDE	02/02/2023		0.80	0.80	878.00	702.40
02/02/2023	JDE	Communicate with OPC regarding outstanding discovery and affirmative obligations to provide agreed upon sampling.			0.80	\$702.40
RJW	02/03/2023		0.20	0.20	878.00	175.60
02/03/2023	RJW	Emails with OPC re 2/3 call.			0.20	\$175.60
JDE	02/03/2023		0.70	0.70	878.00	614.60
02/03/2023	JDE	Telephone conference with counsel in Valencia matter to discuss potential of working together. Review substance of class previously settled by counsel for Valencia.			0.70	\$614.60
RJW	02/10/2023		0.25	0.25	878.00	219.50
02/10/2023	RJW	Emails with OPC re sampling / mediation.			0.25	\$219.50
JDE	02/10/2023		0.40	0.40	878.00	351.20
02/10/2023	JDE	Further research regarding affirmative discovery obligations.			0.40	\$351.20
WJG	02/13/2023		0.50	0.50	1,057.00	528.50
02/13/2023	WJG	Conference/confer with RJW/JDB re mediation.			0.50	\$528.50
RJW	02/13/2023		0.50	0.50	878.00	439.00
02/13/2023	RJW	Emails with OPC re mediation. Conference with Baysinger re other cases, mediation, strategy. Began updating mediator availability.			0.50	\$439.00
JDE	02/13/2023		0.60	0.60	878.00	526.80
02/13/2023	JDE	Communicate with OPC regarding potential mediation. Review and update mediator availability and provide suggestions to OPC.			0.60	\$526.80
RJW	02/15/2023		0.50	0.50	878.00	439.00
02/15/2023	RJW	Emails with OPC re mediation / mediators. Additional research re mediators / availability.			0.50	\$439.00
RJW	02/16/2023		0.20	0.20	878.00	175.60
02/16/2023	RJW	Email from OPC re discovery			0.20	\$175.60
RJW	02/17/2023		0.50	0.50	878.00	439.00

02/17/2023	RJW	Reviewed Amazon's responses to SI and RFP. Conference with Baysinger re same.	0.50		878.00	\$439.00
JDE	02/17/2023		0.20	0.20	878.00	175.60
02/17/2023	JDE	Communicate with RJW re: Amazon's discovery responses.	0.20		878.00	\$175.60
RJW	02/21/2023		1.00	1.00	878.00	878.00
02/21/2023	RJW	Reviewed Amazon's answer to FAC	1.00		878.00	\$878.00
RJW	02/24/2023		0.20	0.20	878.00	175.60
02/24/2023	RJW	Emails with OPC re mediation / 10 Sampling	0.20		878.00	\$175.60
RJW	03/13/2023		0.20	0.20	878.00	175.60
03/13/2023	RJW	Emails with OPC re acceptable mediator / status	0.20		878.00	\$175.60
JDE	03/13/2023		0.80	0.80	878.00	702.40
03/13/2023	JDE	Review recent case law regarding FLSA and jurisdiction over out-of-state claims and prepare correspondence to OPC regarding mediation, outstanding discovery, and status of sampling.	0.80		878.00	\$702.40
JDE	03/13/2023		0.40	0.40	878.00	351.20
03/13/2023	JDE	Contact Lisa Klerman's office to identify available mediation dates in July/August and provide same to OPC.	0.40		878.00	\$351.20
RJW	03/14/2023		0.25	0.25	878.00	219.50
03/14/2023	RJW	Emails with OPC and mediator re mediation	0.25		878.00	\$219.50
JDE	03/14/2023		0.30	0.30	878.00	263.40
03/14/2023	JDE	Communicate with OPC and mediator Lisa Klerman to schedule mediation.	0.30		878.00	\$263.40
RJW	03/15/2023		0.15	0.15	878.00	131.70
03/15/2023	RJW	Emails with OPC and mediator re mediation	0.15		878.00	\$131.70
RJW	03/21/2023		0.50	0.50	878.00	439.00
03/21/2023	RJW	Emails with Mediator re mediation. Reviewed retention letter, invoices, etc.	0.50		878.00	\$439.00
RJW	03/22/2023		0.25	0.25	878.00	219.50
03/22/2023	RJW	Conference with Baysinger re discovery, mediation, strategy.	0.25		878.00	\$219.50
RJW	03/22/2023		0.20	0.20	878.00	175.60
03/22/2023	RJW	Emails with OPC re production	0.20		878.00	\$175.60
JDE	03/22/2023		0.25	0.25	878.00	219.50
03/22/2023	JDE	Confer with RJW re mediation scheduling and strategy.	0.25		878.00	\$219.50
RJW	03/23/2023		0.00	0.50	878.00	439.00
03/23/2023	RJW	Emails re data extraction	0.50		878.00	\$439.00
JDE	03/23/2023		1.80	1.80	878.00	1,580.40
03/23/2023	JDE	Preliminarily review documents/data provided by Amazon.	1.80		878.00	\$1,580.40
JDE	03/24/2023		6.50	6.50	878.00	5,707.00
03/24/2023	JDE	Conduct calculations of underpaid/unpaid OT for 3 specific members of sampling to determine/evaluate scope of underpayments. Attempt to determine what certain "OT Premium" and "OT Premium 2" payments are related to.	6.50		878.00	\$5,707.00
RJW	03/27/2023		0.20	0.20	878.00	175.60
03/27/2023	RJW	Emails from OPC re proposed stip and order to continue	0.20		878.00	\$175.60
JDE	03/27/2023		2.50	2.50	878.00	2,195.00
03/27/2023	JDE	Continue evaluating data and calculating net OT deficiencies based on signing and on-sign bonuses.	2.50		878.00	\$2,195.00

RJW	03/28/2023		0.50	0.50	878.00	439.00
03/28/2023	RJW	Reviewed proposed stip and order to continue. Conference with Baysinger re strategy.			0.50	\$439.00
RJW	03/29/2023		3.50	3.50	878.00	3,073.00
03/29/2023	RJW	Began reviewing Amazon data.			3.50	\$3,073.00
RJW	03/31/2023		3.00	3.00	878.00	2,634.00
03/31/2023	RJW	Continued reviewing pre-mediation data.			3.00	\$2,634.00
RJW	04/03/2023		0.20	0.20	878.00	175.60
04/03/2023	RJW	Emails with OPC re proposed order to continue			0.20	\$175.60
JDE	04/03/2023		0.50	0.50	878.00	439.00
04/03/2023	JDE	Communicate with client regarding status, upcoming mediation, and general mediation process/strategy.			0.50	\$439.00
RJW	04/04/2023		4.50	4.50	878.00	3,951.00
04/04/2023	RJW	Continued data review.			4.50	\$3,951.00
RJW	04/07/2023		2.75	2.75	878.00	2,414.50
04/07/2023	RJW	Continued data review / cross-checking			2.75	\$2,414.50
RJW	04/10/2023		1.50	1.50	878.00	1,317.00
04/10/2023	RJW	Research re experts. Conference / emails with Berger Consultants			1.50	\$1,317.00
RJW	04/10/2023		0.35	0.35	878.00	307.30
04/10/2023	RJW	Emails with OPC re joint stip / timing. Conference with Baysinger re strategy.			0.35	\$307.30
JDE	04/10/2023		0.40	0.40	878.00	351.20
04/10/2023	JDE	Review proposed stipulation to modify scheduling order, make edits, and provide to OPC for review. Communicate regarding stay of FLSA SOL.			0.40	\$351.20
RJW	04/11/2023		2.00	2.00	878.00	1,756.00
04/11/2023	RJW	Continued data review.			2.00	\$1,756.00
RJW	04/17/2023		0.20	0.20	878.00	175.60
04/17/2023	RJW	Email with Expert re retention / status.			0.20	\$175.60
RJW	04/24/2023		1.50	1.50	878.00	1,317.00
04/24/2023	RJW	Research re Experts.			1.50	\$1,317.00
RJW	04/25/2023		0.50	0.50	878.00	439.00
04/25/2023	RJW	Emails with OPC re meditation. Stip to continue dates. Conference with Baysinger re strategy.			0.50	\$439.00
JDE	04/25/2023		0.30	0.30	878.00	263.40
04/25/2023	JDE	Review updated version of request to modify scheduling order, approve, and authorize filing.			0.30	\$263.40
JDE	04/25/2023		0.20	0.20	878.00	175.60
04/25/2023	JDE	Confer with RJW re: strategy.			0.20	\$175.60
WJG	04/27/2023		0.25	0.25	1,057.00	264.25
04/27/2023	WJG	Conference/confer with RJW/JDB re FLSA sampling.			0.25	\$264.25
RJW	04/27/2023		0.50	0.50	878.00	439.00
04/27/2023	RJW	Prepared for / participated in conference with OPC re scope of mediation			0.50	\$439.00
RJW	04/27/2023		0.50	0.50	878.00	439.00
04/27/2023	RJW	Emails with expert re pre-mediation data / status.			0.50	\$439.00
RJW	04/27/2023		0.50	0.50	878.00	439.00

04/27/2023	RJW	Began drafting stip to toll. Conference with Baysinger re strategy.	0.50		878.00	\$439.00
JDE	04/27/2023		0.30	0.30	878.00	263.40
04/27/2023	JDE	Pre-mediation telephone conference with OPC to discuss scope of claims/potential resolution.	0.30		878.00	\$263.40
JDE	04/27/2023		0.70	0.70	878.00	614.60
04/27/2023	JDE	Communicate with expert regarding sampling data, mediation date, and scope of analysis (similar to that already completed as to Kryzhanovskiy individually)	0.70		878.00	\$614.60
JDE	04/27/2023		0.20	0.20	878.00	175.60
04/27/2023	JDE	Confer with RJW re: tolling strategy.	0.20		878.00	\$175.60
RJW	04/28/2023		0.50	0.50	878.00	439.00
04/28/2023	RJW	Conference with Expert re facts, claims, data, assignment, assumptions.	0.50		878.00	\$439.00
RJW	04/28/2023		1.75	1.75	878.00	1,536.50
04/28/2023	RJW	Doc re view in prep for conference with Expert	1.75		878.00	\$1,536.50
RJW	04/28/2023		0.20	0.20	878.00	175.60
04/28/2023	RJW	Dkt. No. 35 - Stip and proposed Order	0.20		878.00	\$175.60
RJW	05/01/2023		0.20	0.20	878.00	175.60
05/01/2023	RJW	Minute Order re stip and new deadlines.	0.20		878.00	\$175.60
JDE	05/01/2023		0.10	0.10	878.00	87.80
05/01/2023	JDE	Receipt and review of minute order.	0.10		878.00	\$87.80
RJW	05/04/2023		0.20	0.20	878.00	175.60
05/04/2023	RJW	Emails with court clerk re 5/10 Status Conference	0.20		878.00	\$175.60
RJW	05/10/2023		0.50	0.50	878.00	439.00
05/10/2023	RJW	Conference with Baysinger re conference, stip, strategy. Reviewed revised stip.	0.50		878.00	\$439.00
RJW	05/10/2023		0.20	0.20	878.00	175.60
05/10/2023	RJW	Minute Order following Status Conference	0.20		878.00	\$175.60
RJW	05/10/2023		0.50	0.50	878.00	439.00
05/10/2023	RJW	Emails with OPC re status / mediation / scope	0.50		878.00	\$439.00
JDE	05/10/2023		0.30	0.30	878.00	263.40
05/10/2023	JDE	Appear for status/scheduling conference via Zoom.	0.30		878.00	\$263.40
JDE	05/10/2023		1.20	1.20	878.00	1,053.60
05/10/2023	JDE	Review file and associated communications and revise joint stipulation to modify scheduling order.	1.20		878.00	\$1,053.60
JDE	05/10/2023		0.40	0.40	878.00	351.20
05/10/2023	JDE	Reach out to OPC regarding scope of mediation and mutual desire to limit scope to only CA employees who received signing bonuses and regular rate/derivative claims available to those individuals.	0.40		878.00	\$351.20
JDE	05/10/2023		0.30	0.30	878.00	263.40
05/10/2023	JDE	Confer with RJW re: strategy	0.30		878.00	\$263.40
RJW	05/11/2023		0.20	0.20	878.00	175.60
05/11/2023	RJW	Emails with OPC re status	0.20		878.00	\$175.60
RJW	05/12/2023		0.20	0.20	878.00	175.60
05/12/2023	RJW	Emails with OPC re Stip	0.20		878.00	\$175.60
RJW	05/12/2023		0.35	0.35	878.00	307.30
05/12/2023	RJW	Reviewed changes to stip. Emails with OPC re same.	0.35		878.00	\$307.30

JDE	05/12/2023		0.40	0.40	878.00	351.20
05/12/2023	JDE	Review suggested edits to revised stipulation, make additional edits, and communicate with OPC re filing.			0.40	\$351.20
RJW	05/16/2023		0.20	0.20	878.00	175.60
05/16/2023	RJW	Emails with Expert re status / scheduling of F/U call			0.20	\$175.60
RJW	05/17/2023		0.20	0.20	878.00	175.60
05/17/2023	RJW	Emails with Expert re analysis, f/iu meeting.			0.20	\$175.60
RJW	05/22/2023		0.25	0.25	878.00	219.50
05/22/2023	RJW	Reviewed Court Order re class cert deadline. Emails with Baysinger re same.			0.25	\$219.50
JDE	05/22/2023		0.20	0.20	878.00	175.60
05/22/2023	JDE	Receipt and review of order modifying scheduling order.			0.20	\$175.60
RJW	05/23/2023		0.50	0.50	878.00	439.00
05/23/2023	RJW	Prepared for / participated in Conference Call with Expert re data, analysis, assignment, etc.			0.50	\$439.00
JDE	05/23/2023		0.30	0.30	878.00	263.40
05/23/2023	JDE	Telephone conference with expert to discuss analysis parameters for mediation.			0.30	\$263.40
RJW	06/05/2023		0.35	0.35	878.00	307.30
06/05/2023	RJW	Emails from Expert re questions			0.35	\$307.30
RJW	06/06/2023		0.20	0.20	878.00	175.60
06/06/2023	RJW	Emails with expert re assignment			0.20	\$175.60
RJW	06/12/2023		0.20	0.20	878.00	175.60
06/12/2023	RJW	Emails with Expert re F/U call			0.20	\$175.60
RJW	06/13/2023		0.50	0.50	878.00	439.00
06/13/2023	RJW	Emails with Expert re assignment / assumptions			0.50	\$439.00
JDE	06/13/2023		0.60	0.60	878.00	526.80
06/13/2023	JDE	Review email from expert and prepare substantive responses to questions and guidance on analysis.			0.60	\$526.80
JDE	06/19/2023		0.60	0.60	878.00	526.80
06/19/2023	JDE	Communicate with client regarding status of employment and wages.			0.60	\$526.80
RJW	06/29/2023		1.00	1.00	878.00	878.00
06/29/2023	RJW	Conference with Gorham re strategy. Reviewed / approved interview questions for class members.			1.00	\$878.00
JDE	06/29/2023		0.80	0.80	878.00	702.40
06/29/2023	JDE	Confer with AG regarding reaching out to potential class members to evaluate claims. Prepare outline for communications.			0.80	\$702.40
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Alejandro Gonzales re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Michael May re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Steve Tao re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80

07/06/2023	AJG	T/C class member Jenny Salindong re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Jan Hernandez re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Sean Liske re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Michael Sansonetti re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Shaan Patel re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Mason Porta re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/06/2023		0.20	0.20	239.00	47.80
07/06/2023	AJG	T/C class member Rita Magliocco re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
RJW	07/06/2023		0.20	0.20	878.00	175.60
07/06/2023	RJW	Conference re status / strategy	0.20		878.00	175.60
JDE	07/06/2023		1.00	1.00	878.00	878.00
07/06/2023	JDE	Revise outline of preliminary questions to ask individuals on class list.	1.00		878.00	878.00
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member Jeremy Rodriguez re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member John Perry re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member Noreen Ioapo re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member Leodisha Butler re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member Nathan Evens re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member James Kukat re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member Anthony Romero re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80
AJG	07/07/2023		0.20	0.20	239.00	47.80
07/07/2023	AJG	T/C class member Carlee Gnos re investigation of how many people have been affected by underpaid OT.	0.20		239.00	47.80

AJG	07/07/2023		0.20	0.20	239.00		47.80
07/07/2023	AJG	T/C class member Michele Penilla re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Kate Watts re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.30	0.30	239.00		71.70
07/08/2023	AJG	T/C class member Victoria Urteaga re investigation of how many people have been affected by underpaid OT. Ms. Urteaga provided responses to a series of questions about her bonuses and overtime pay while working for Amazon.				0.30	\$71.70
AJG	07/08/2023		0.30	0.30	239.00		71.70
07/08/2023	AJG	T/C class member Samantha South re investigation of how many people have been affected by underpaid OT. Ms. South provided responses to a series of questions about her bonuses and overtime pay while working for Amazon.				0.30	\$71.70
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Victoria Lacasse re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Jessica Higdon re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.30	0.30	239.00		71.70
07/08/2023	AJG	T/C class member Christian Andrade re investigation of how many people have been affected by underpaid OT. Mr. Andrade provided responses to a series of questions about her bonuses and overtime pay while working for Amazon.				0.30	\$71.70
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Carrie Cassidy re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Ciara Norman re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Gabrielle Snyder re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Veronica Jiminez-Lu re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Janet Gomez re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Francisco Villatoro re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Prital Patel re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00		47.80
07/08/2023	AJG	T/C class member Raveen Rhone re investigation of how many people have been affected by underpaid OT.				0.20	\$47.80

AJG	07/08/2023		0.20	0.20	239.00	47.80
07/08/2023	AJG	T/C class member Alex Phongchareon re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00	47.80
07/08/2023	AJG	T/C class member Shirley Payan re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00	47.80
07/08/2023	AJG	T/C class member Erenpreet Nijjar re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00	47.80
07/08/2023	AJG	T/C class member Shidana Chung re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/08/2023		0.20	0.20	239.00	47.80
07/08/2023	AJG	T/C class member Justin Johnson re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Liseth Perez-Leguizamo re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.30	0.30	239.00	71.70
07/10/2023	AJG	T/C class member Jeremy Conley re investigation of how many people have been affected by underpaid OT. He relayed that he was a salaried employee who received a lump sum sign-on bonus.			0.30	\$71.70
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Mikayla Browne re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Krashindina Jarigue re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Pricilla Jeon re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.40	0.40	239.00	95.60
07/10/2023	AJG	T/C and email to class member Jenny Yap re investigation of how many people have been affected by underpaid OT. Ms. Yap provided responses to series of questions regarding bonuses she received and overtime worked.			0.40	\$95.60
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Barbara Andersen re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member William Simmons re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Mario Watson re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Mario Watson re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Michael DeHart re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80

people have been affected by underpaid OT.

AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Nicholas Henderson re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/10/2023		0.20	0.20	239.00	47.80
07/10/2023	AJG	T/C class member Kathryn Stephens re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/10/2023		0.30	0.30	239.00	71.70
07/10/2023	AJG	T/C class member Selina Reyes re investigation of how many people have been affected by underpaid OT. Ms. Reyes provided responses to series of questions regarding bonuses she received and overtime worked.		0.30		\$71.70
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Sara Scott re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.30	0.30	239.00	71.70
07/11/2023	AJG	T/C class member Laura Davis re investigation of how many people have been affected by underpaid OT. Ms. Davis provided responses to series of questions regarding bonuses she received and overtime worked.		0.30		\$71.70
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Adriana Cruz re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Sara Alarcon re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Mariam Salameh re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Clarence Patrick re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Antonio Ruiz re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Joseph Roberts re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Gregory Dollar re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Aranjeet Litt re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Cheyenne Payton re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Nathaniel Gonzalez re investigation of how many people have been affected by underpaid OT.		0.20		\$47.80

AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member Collin Shelby re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/11/2023		0.20	0.20	239.00	47.80
07/11/2023	AJG	T/C class member David Palmer re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
RJW	07/11/2023		0.50	0.50	878.00	439.00
07/11/2023	RJW	Reviewed info from CM. Evaluated for fitness.			0.50	\$439.00
JDE	07/11/2023		0.60	0.60	878.00	526.80
07/11/2023	JDE	Review summaries of class members contacted by Anita on 7/10.			0.60	\$526.80
AJG	07/12/2023		0.20	0.20	239.00	47.80
07/12/2023	AJG	T/C class member Abigail Van Wagner re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/12/2023		0.20	0.20	239.00	47.80
07/12/2023	AJG	T/C class member Nicole Forsander re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/12/2023		0.20	0.20	239.00	47.80
07/12/2023	AJG	T/C class member Roger Zlotolow re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
AJG	07/12/2023		0.30	0.30	239.00	71.70
07/12/2023	AJG	T/C class member Luis Carrillo re investigation of how many people have been affected by underpaid OT. Mr. Carrillo answered a series of questions about bonuses and overtime.			0.30	\$71.70
AJG	07/12/2023		0.30	0.30	239.00	71.70
07/12/2023	AJG	T/C class member Ahtisham Khan re investigation of how many people have been affected by underpaid OT. Mr. Khan provided responses to series of questions regarding bonuses she received and overtime worked.			0.30	\$71.70
RJW	07/13/2023		0.50	0.50	878.00	439.00
07/13/2023	RJW	Reviewed CM info re claims			0.50	\$439.00
JDE	07/14/2023		1.80	1.80	878.00	1,580.40
07/14/2023	JDE	Review notes of Anita's contacts with putative class members 7-12 to 7-14.			1.80	\$1,580.40
RJW	07/17/2023		1.50	1.50	878.00	1,317.00
07/17/2023	RJW	Reviewing Class Member inquiries			1.50	\$1,317.00
RJW	07/18/2023		0.25	0.25	878.00	219.50
07/18/2023	RJW	Emails with Expert re assignment / analysis.			0.25	\$219.50
RJW	07/21/2023		0.20	0.20	878.00	175.60
07/21/2023	RJW	Emails with Expert re questions			0.20	\$175.60
RJW	07/21/2023		1.75	1.75	878.00	1,536.50
07/21/2023	RJW	Reviewing additional Class Member inquiries			1.75	\$1,536.50
JDE	07/23/2023		2.50	2.50	878.00	2,195.00
07/23/2023	JDE	Review notes of Anita's contact with putative class members 7-15 to 7-22. Identify potential follow-up questions.			2.50	\$2,195.00
JDE	07/27/2023		5.80	5.80	878.00	5,092.40
07/27/2023	JDE	Continue with spot check calculations of underpaid OT/meal premiums/sick leave to compare against eventual expert analysis.			5.80	\$5,092.40
RJW	07/28/2023		0.20	0.20	878.00	175.60
07/28/2023	RJW	Emails with Expert re status			0.20	\$175.60

RJW	08/02/2023		0.50	0.50	878.00	439.00
08/02/2023	RJW	Emails with OPC and Expert re data, assumptions, analysis, scope.			0.50	\$439.00
JDE	08/02/2023		1.70	1.70	878.00	1,492.60
08/02/2023	JDE	Review file and reach out to OPC regarding mediation issues (0.7). Communicate with expert regarding questions of pay codes and review documents (1.0).			1.70	\$1,492.60
AJG	08/03/2023		0.20	0.20	239.00	47.80
08/03/2023	AJG	T/C class member Nicole Forsander re investigation of how many people have been affected by underpaid OT.			0.20	\$47.80
RJW	08/04/2023		0.75	0.75	878.00	658.50
08/04/2023	RJW	Revised / edited updated data request to Amazon. Conference with Baysinger re facts, claims, request, strategy.			0.75	\$658.50
RJW	08/04/2023		1.50	1.50	878.00	1,317.00
08/04/2023	RJW	Reviewing data. Emails with Experts re questions / analysis. Conference with Baysinger re same.			1.50	\$1,317.00
JDE	08/04/2023		1.20	1.20	878.00	1,053.60
08/04/2023	JDE	Review file and identify data points needed for mediation. Evaluate whether meal period regular rate claim is implicated by factual allegations pled. Communicate with expert regarding scope of analysis.			1.20	\$1,053.60
JDE	08/04/2023		0.60	0.60	878.00	526.80
08/04/2023	JDE	Prepare email to OPC identifying data points needed for mediation and confirming limited scope of claims to be discussed at mediation.			0.60	\$526.80
JDE	08/04/2023		0.30	0.30	878.00	263.40
08/04/2023	JDE	Confer with RJW re: strategy issues.			0.30	\$263.40
RJW	08/07/2023		0.35	0.35	878.00	307.30
08/07/2023	RJW	Emails with Expert re assignment			0.35	\$307.30
JDE	08/07/2023		1.20	1.20	878.00	1,053.60
08/07/2023	JDE	Review records and communicate with expert.			1.20	\$1,053.60
VJK	08/11/2023		1.30	1.30	878.00	1,141.40
08/11/2023	VJK	Research re: FLSA/OT credit issue, conference with JDE re same			1.30	\$1,141.40
JDE	08/11/2023		4.00	4.00	878.00	3,512.00
08/11/2023	JDE	Begin researching issue of credits for overpaid OT under FLSA and CA law. Evaluate time period over which credits may be applied and specific categories of overpayments creditable.			4.00	\$3,512.00
WJG	08/15/2023		0.25	0.25	1,057.00	264.25
08/15/2023	WJG	Conference/confer with RJW/JDB re expert's preliminary analysis.			0.25	\$264.25
RJW	08/15/2023		1.50	1.50	878.00	1,317.00
08/15/2023	RJW	Emails with Expert re assignment Reviewed first draft of analysis			1.50	\$1,317.00
JDE	08/15/2023		3.50	3.50	878.00	3,073.00
08/15/2023	JDE	Begin reviewing and evaluating damages model. Identify questions and potential arguments/issues to further discuss with expert. Review client records to identify client damages.			3.50	\$3,073.00
JDE	08/15/2023		0.50	0.50	878.00	439.00
08/15/2023	JDE	Telephone conference with client to discuss mediation issues and provide status update.			0.50	\$439.00
RJW	08/16/2023		0.50	0.50	878.00	439.00
08/16/2023	RJW	Emails with Expert re status. Set F/U for 8/18. Conference with			0.50	\$439.00

Baysinger re strategy.

JDE	08/16/2023		0.20	0.20	878.00	175.60
08/16/2023	JDE	Confer with RJW re: strategy.			0.20	\$175.60
RJW	08/17/2023		0.50	0.50	878.00	439.00
08/17/2023	RJW	`Emails with expert re status / 8/18 call			0.50	\$439.00
RJW	08/17/2023		4.75	4.75	878.00	4,170.50
08/17/2023	RJW	Doc review and cross checking.			4.75	\$4,170.50
JDE	08/17/2023		4.00	4.00	878.00	3,512.00
08/17/2023	JDE	Begin drafting mediation brief and associated research.			4.00	\$3,512.00
JDE	08/17/2023		1.50	1.50	878.00	1,317.00
08/17/2023	JDE	Receipt and review of numerical data points and compare to expert extrapolations. Confirm small margin of differential further underscoring propriety/accuracy of expert analysis.			1.50	\$1,317.00
JDE	08/17/2023		4.80	4.80	878.00	4,214.40
08/17/2023	JDE	Continue researching potential offset issue and impact of claimed offsets on waiting time penalty recovery. Review and evaluate federal OT regulations and application authority.			4.80	\$4,214.40
RJW	08/18/2023		1.00	1.00	878.00	878.00
08/18/2023	RJW	Reviewing data from OPC. Conference with Baysinger re same.			1.00	\$878.00
RJW	08/18/2023		1.50	1.50	878.00	1,317.00
08/18/2023	RJW	Prepared for / participated in meeting with Expert re analysis / assumptions / strategy.			1.50	\$1,317.00
RJW	08/18/2023		4.25	4.25	878.00	3,731.50
08/18/2023	RJW	Contacting CM re facts, claims, status			4.25	\$3,731.50
JDE	08/18/2023		0.80	0.80	878.00	702.40
08/18/2023	JDE	Telephone conference with Melissa regarding analysis issues, formulas, etc.			0.80	\$702.40
JDE	08/18/2023		0.50	0.50	878.00	439.00
08/18/2023	JDE	Communicate with Nasim regarding meal break claims issues.			0.50	\$439.00
JDE	08/18/2023		0.40	0.40	878.00	351.20
08/18/2023	JDE	Confer with RJW re: data issues.			0.40	\$351.20
RJW	08/21/2023		5.75	5.75	878.00	5,048.50
08/21/2023	RJW	Doc / Data review and cross checking			5.75	\$5,048.50
RJW	08/21/2023		2.25	2.25	878.00	1,975.50
08/21/2023	RJW	Contacting CM re facts, claims, status.			2.25	\$1,975.50
RJW	08/22/2023		0.50	0.50	878.00	439.00
08/22/2023	RJW	Reviewed new analysis from Expert.			0.50	\$439.00
RJW	08/22/2023		5.50	5.50	878.00	4,829.00
08/22/2023	RJW	Contacting CM re facts, claims, status			5.50	\$4,829.00
RJW	08/22/2023		1.25	1.25	878.00	1,097.50
08/22/2023	RJW	Doc / Data review and cross checking			1.25	\$1,097.50
JDE	08/22/2023		7.50	7.50	878.00	6,585.00
08/22/2023	JDE	Continue reviewing calculations and sampling documents to spot check calculations and evaluate net underpayments.			7.50	\$6,585.00
JDE	08/22/2023		1.80	1.80	878.00	1,580.40
08/22/2023	JDE	Communicate with expert regarding "OT Premium" and "OT Premium 2" paycodes and impact on analysis. Evaluate			1.80	\$1,580.40

meaning/definitions of those pay codes.

RJW	08/23/2023		3.00	3.00	878.00	2,634.00
08/23/2023	RJW	Contacting CM re facts, claims, status			3.00	\$2,634.00
RJW	08/23/2023		1.00	1.00	878.00	878.00
08/23/2023	RJW	Prepared for / participated in conference call with Expert re claims, analysis, methodology.			1.00	\$878.00
RJW	08/23/2023		3.25	3.25	878.00	2,853.50
08/23/2023	RJW	Telephone conferences with / reviewed docs from P. Salazar. Evaluted claims / fitness. Conference with Baysinger re claims / strategy. Drafted LSA.			3.25	\$2,853.50
JDE	08/23/2023		0.50	0.50	878.00	439.00
08/23/2023	JDE	Zoom meeting with expert regarding damages calculations.			0.50	\$439.00
JDE	08/23/2023		5.00	5.00	878.00	4,390.00
08/23/2023	JDE	Continue working on mediation brief and data analysis.			5.00	\$4,390.00
JDE	08/23/2023		0.30	0.30	878.00	263.40
08/23/2023	JDE	Telephone call with Leilani regarding status and strategy.			0.30	\$263.40
JDE	08/23/2023		0.80	0.80	878.00	702.40
08/23/2023	JDE	Review data for EID 118 and attempt to determine what "OT premium" is and calculate whether such equates to a "trueup" for sign on bonuses credited the previous pay period.			0.80	\$702.40
RJW	08/24/2023		1.25	1.25	878.00	1,097.50
08/24/2023	RJW	Telephone conferences with P. Salazar re facts, claims, strategy. Drafted Records Request. Created file. Finalized LSA.			1.25	\$1,097.50
RJW	08/24/2023		1.25	1.25	878.00	1,097.50
08/24/2023	RJW	Reviewed updated damages model from Expert. Emails re new assignment / assumptions / etc.			1.25	\$1,097.50
RJW	08/24/2023		3.50	3.50	878.00	3,073.00
08/24/2023	RJW	Reviewing, revising, editing mediation brief. Conference with Baysinger re edits / strategy.			3.50	\$3,073.00
RJW	08/24/2023		2.00	2.00	878.00	1,756.00
08/24/2023	RJW	Contacting CM re facts, claims, status			2.00	\$1,756.00
RJW	08/24/2023		0.50	0.50	878.00	439.00
08/24/2023	RJW	Emails with OPC re under payments			0.50	\$439.00
JDE	08/24/2023		2.00	2.00	878.00	1,756.00
08/24/2023	JDE	Review pay records from Salazar and evaluate whether underpaid wages exist.			2.00	\$1,756.00
JDE	08/24/2023		1.50	1.50	878.00	1,317.00
08/24/2023	JDE	Review revised/updated damages workbook from expert and evaluate			1.50	\$1,317.00
JDE	08/24/2023		1.80	1.80	878.00	1,580.40
08/24/2023	JDE	Review explanation of "OT Premium" provided by OPC and attempt to apply/check it with Kryzhanovskiy's records. Prepare follow-up questions based on continuing discrepancy and confusion by explanation.			1.80	\$1,580.40
JDE	08/24/2023		2.30	2.30	878.00	2,019.40
08/24/2023	JDE	Revise and finalize mediation brief and submit to Klerman.			2.30	\$2,019.40
RJW	08/25/2023		5.00	5.00	878.00	4,390.00
08/25/2023	RJW	Reviewing CM docs. Analyzing damages. Conference with Baysinger re same / strategy.			5.00	\$4,390.00

RJW	08/25/2023		2.00	2.00	878.00	1,756.00
08/25/2023	RJW	Contacting CM re facts, claims, status			2.00	\$1,756.00
JDE	08/25/2023		4.50	4.50	878.00	3,951.00
08/25/2023	JDE	Further review of Amazon records and review wage statements from additional class members contacted. Evaluate what "O/T Premium" wages are being paid for and whether they are true-ups for Signing/On Sign Bonuses.			4.50	\$3,951.00
JDE	08/26/2023		5.00	5.00	878.00	4,390.00
08/26/2023	JDE	Review records provided by putative class member Robinson and calculate regular rate wage loss suffered.			5.00	\$4,390.00
RJW	08/28/2023		1.00	1.00	878.00	878.00
08/28/2023	RJW	Reviewing documents from class members			1.00	\$878.00
RJW	08/29/2023		0.35	0.35	878.00	307.30
08/29/2023	RJW	Emails with Mediator / Client re mediation procedures.			0.35	\$307.30
RJW	08/29/2023		0.50	0.50	878.00	439.00
08/29/2023	RJW	Prepared for / participated in conference with Expert re analysis, assignment, assumptions, etc.			0.50	\$439.00
RJW	08/29/2023		0.75	0.75	878.00	658.50
08/29/2023	RJW	Emails from OPC re contentions / calculations. Emails with Expert re analysis, specific calcs, OPC's contentions			0.75	\$658.50
JDE	08/29/2023		0.50	0.50	878.00	439.00
08/29/2023	JDE	Zoom meeting with expert regarding mediation analysis.			0.50	\$439.00
WJG	08/30/2023		1.25	1.25	1,057.00	1,321.25
08/30/2023	WJG	Review brief and evidence: conference with RJW/JDB to prepare for mediator and settlement strategy.			1.25	\$1,321.25
RJW	08/30/2023		3.50	3.50	878.00	3,073.00
08/30/2023	RJW	Reviewing brief / Mediation Prep			3.50	\$3,073.00
VJK	08/30/2023		0.80	0.80	878.00	702.40
08/30/2023	VJK	Conferences with JDE re mediation analysis/strategy and status			0.80	\$702.40
JDE	08/30/2023		2.50	2.50	878.00	2,195.00
08/30/2023	JDE	Review calculation explanation from OPC re: "O/T Premiums" paid to plaintiff in June 2021, research, conduct individual calculations, and outline continued confusion/issues/errors to OPC.			2.50	\$2,195.00
JDE	08/30/2023		3.00	3.00	878.00	2,634.00
08/30/2023	JDE	Review updated workbook from expert and evaluate with various parameter modifications in preparation for mediation. Evaluate maximum and realistic exposure and appropriate opening demand and target settlement range numbers.			3.00	\$2,634.00
WJG	08/31/2023		1.00	1.00	1,057.00	1,057.00
08/31/2023	WJG	Participate in mediation discussions with JDB/RJW/client and settlement strategy/positions.			1.00	\$1,057.00
RJW	08/31/2023		9.00	9.00	878.00	7,902.00
08/31/2023	RJW	Prepared for / participated in mediation			9.00	\$7,902.00
JDE	08/31/2023		8.80	8.80	878.00	7,726.40
08/31/2023	JDE	Attend mediation session via Zoom.			8.80	\$7,726.40
WJG	09/01/2023		0.25	0.25	1,057.00	264.25
09/01/2023	WJG	Analysis/assessment of mediator's proposal; confer with JDB/RJW re same.			0.25	\$264.25

RJW	09/01/2023		0.50	0.50	878.00	439.00
09/01/2023	RJW	Emails from Mediator re mediator's proposal. Conference with Baysinger re same strategy.			0.50	\$439.00
RJW	09/01/2023		0.20	0.20	878.00	175.60
09/01/2023	RJW	Emails with Expert re status			0.20	\$175.60
VJK	09/01/2023		0.20	0.20	878.00	175.60
09/01/2023	VJK	Communications re mediators proposal			0.20	\$175.60
JDE	09/01/2023		1.00	1.00	878.00	878.00
09/01/2023	JDE	Receipt and review of mediator's proposal. Telephone conference with RJW, research other settlements, and initial consideration of proposal.			1.00	\$878.00
RJW	09/05/2023		0.50	0.50	878.00	439.00
09/05/2023	RJW	Communications with Class Members re claims, docs, etc.			0.50	\$439.00
JDE	09/05/2023		0.50	0.50	878.00	439.00
09/05/2023	JDE	Draft correspondence to client outlining mediator's proposal in advance of discussion of same.			0.50	\$439.00
RJW	09/07/2023		1.00	1.00	878.00	878.00
09/07/2023	RJW	Prepared for / participated in conferences with Kryzhanovskiy and Salazar re mediator's proposal, damages analysis, merits of settlement and continuing with litigation. Conference with Baysinger re strategy.			1.00	\$878.00
JDE	09/07/2023		0.60	0.60	878.00	526.80
09/07/2023	JDE	Telephone conference with Leilani regarding mediator's proposal.			0.60	\$526.80
JDE	09/07/2023		0.30	0.30	878.00	263.40
09/07/2023	JDE	Telephone conference with Salazar regarding mediator's proposal.			0.30	\$263.40
RJW	09/08/2023		0.50	0.50	878.00	439.00
09/08/2023	RJW	Emails with Mediator re proposal / status			0.50	\$439.00
RJW	09/11/2023		0.75	0.75	878.00	658.50
09/11/2023	RJW	Reviewed / revised / edited MOU. Emails with OPC re same.			0.75	\$658.50
JDE	09/11/2023		1.50	1.50	878.00	1,317.00
09/11/2023	JDE	Prepare draft MOU for review by RJW.			1.50	\$1,317.00
JDE	09/12/2023		0.70	0.70	878.00	614.60
09/12/2023	JDE	Communicate with Leilani regarding acceptance of mediator's proposal and expected timeline for approval process.			0.70	\$614.60
RJW	09/13/2023		0.35	0.35	878.00	307.30
09/13/2023	RJW	Emails with OPC re MOU, terms, procedure, status.			0.35	\$307.30
JDE	09/13/2023		0.50	0.50	878.00	439.00
09/13/2023	JDE	Communicate with OPC regarding adding Patricia Salazar as named plaintiff to represent as to waiting time penalty claims.			0.50	\$439.00
RJW	09/19/2023		1.00	1.00	878.00	878.00
09/19/2023	RJW	Reviewed OPC's changes to MOU. Emails with Baysinger re same.			1.00	\$878.00
RJW	09/19/2023		0.50	0.50	878.00	439.00
09/19/2023	RJW	Reviewed / approved notice of settlement / stip to stay			0.50	\$439.00
JDE	09/19/2023		0.40	0.40	878.00	351.20
09/19/2023	JDE	Communicate with OPC regarding Salazar and specific details of former employment.			0.40	\$351.20
RJW	09/20/2023		0.25	0.25	878.00	219.50

09/20/2023	RJW	Emails with OPC re stip			0.25	\$219.50
RJW	09/21/2023		0.20	0.20	878.00	175.60
09/21/2023	RJW	Reviewed Dkt. No. 42			0.20	\$175.60
RJW	09/21/2023		0.50	0.50	878.00	439.00
09/21/2023	RJW	Conference with Baysinger re Amazon's edits to MOU / strategy			0.50	\$439.00
JDE	09/21/2023		1.00	1.00	878.00	878.00
09/21/2023	JDE	Review MOU prepared by Amazon's counsel and make necessary edits.			1.00	\$878.00
JDE	09/21/2023		0.50	0.50	878.00	439.00
09/21/2023	JDE	Confer with RJW re: MOU edits and excise of escalator.			0.50	\$439.00
RJW	09/22/2023		0.20	0.20	878.00	175.60
09/22/2023	RJW	Reviewed Dkt. No. 43			0.20	\$175.60
RJW	09/22/2023		1.25	1.25	878.00	1,097.50
09/22/2023	RJW	Further revision / editing of MOU. Conference with Baysinger re terms / strategy. Communications with Adams re same.			1.25	\$1,097.50
JDE	09/22/2023		1.80	1.80	878.00	1,580.40
09/22/2023	JDE	Prepare draft FAC			1.80	\$1,580.40
RJW	09/25/2023		1.00	1.00	878.00	878.00
09/25/2023	RJW	Emails with Adams re status, negotiations, approval process, requisite submissions. Research as necessary re disclosures, etc.			1.00	\$878.00
JDE	09/25/2023		1.20	1.20	878.00	1,053.60
09/25/2023	JDE	Research regarding approval issues.			1.20	\$1,053.60
JDE	09/25/2023		0.60	0.60	878.00	526.80
09/25/2023	JDE	Confer with RJW and Mark Adams regarding approval process.			0.60	\$526.80
RJW	09/26/2023		0.35	0.35	878.00	307.30
09/26/2023	RJW	Emails with OPC re MOU, terms, status.			0.35	\$307.30
JDE	09/26/2023		0.80	0.80	878.00	702.40
09/26/2023	JDE	Further review of MOU and make additional edits and provide to OPC.			0.80	\$702.40
RJW	09/27/2023		2.00	2.00	878.00	1,756.00
09/27/2023	RJW	Reviewing / revising / editing SAC			2.00	\$1,756.00
RJW	09/29/2023		0.35	0.35	878.00	307.30
09/29/2023	RJW	Emails with OPC re status / MOU. Conference with Baysinger re same/ strategy.			0.35	\$307.30
JDE	09/29/2023		0.35	0.35	878.00	307.30
09/29/2023	JDE	Confer with RJW re: status and strategy.			0.35	\$307.30
RJW	09/30/2023		0.20	0.20	878.00	175.60
09/30/2023	RJW	Communications with MSA re status			0.20	\$175.60
RJW	10/02/2023		0.50	0.50	878.00	439.00
10/02/2023	RJW	Prepared template for MSA dec. Emails re same.			0.50	\$439.00
RJW	10/02/2023		0.50	0.50	878.00	439.00
10/02/2023	RJW	Prepared pleading for MSA dec. Emails with Admas re status.			0.50	\$439.00
RJW	10/03/2023		1.00	1.00	878.00	878.00
10/03/2023	RJW	Reviewed / approved additional edits to MOU and SAC. Emails with OPC re MOU / SAC / Status.			1.00	\$878.00
RJW	10/03/2023		0.20	0.20	878.00	175.60
10/03/2023	RJW	Emails with MSA re status			0.20	\$175.60

JDE	10/03/2023		0.50	0.50	878.00	439.00
10/03/2023	JDE	Review MOU and provide additional edits.			0.50	\$439.00
JDE	10/03/2023		2.50	2.50	878.00	2,195.00
10/03/2023	JDE	Prepare draft SAC to add Salazar and facilitate settlement.			2.50	\$2,195.00
WJG	10/06/2023		0.25	0.25	1,057.00	264.25
10/06/2023	WJG	Review/assess memorandum of understanding re settlement.			0.25	\$264.25
RJW	10/06/2023		0.35	0.35	878.00	307.30
10/06/2023	RJW	Emails with OPC re status / settlement docs			0.35	\$307.30
JDE	10/06/2023		0.50	0.50	878.00	439.00
10/06/2023	JDE	Review MOU, finalize, and distribute to clients.			0.50	\$439.00
RJW	10/09/2023		0.25	0.25	878.00	219.50
10/09/2023	RJW	Received executed MOU from OPC. Emails re same / status.			0.25	\$219.50
JDE	10/09/2023		0.40	0.40	878.00	351.20
10/09/2023	JDE	Communicate with MSA regarding MOU and secure signature.			0.40	\$351.20
RJW	10/11/2023		0.25	0.25	878.00	219.50
10/11/2023	RJW	Emails with OPC re MOU.			0.25	\$219.50
JDE	10/11/2023		1.20	1.20	878.00	1,053.60
10/11/2023	JDE	Prepare LWDA notification letter regarding Patricia Salazar and file.			1.20	\$1,053.60
RJW	10/13/2023		0.20	0.20	878.00	175.60
10/13/2023	RJW	Reviewed admin estimate from Atticus			0.20	\$175.60
JDE	10/13/2023		0.80	0.80	878.00	702.40
10/13/2023	JDE	Reach out to administrators to solicit administration bids (Atticus, Phoenix, Simpluris, ILYM).			0.80	\$702.40
RJW	10/26/2023		0.25	0.25	878.00	219.50
10/26/2023	RJW	Emails with OPC re settlement agreement, stip, status.			0.25	\$219.50
RJW	11/06/2023		0.25	0.25	878.00	219.50
11/06/2023	RJW	Emails with OPC re settlement / status.			0.25	\$219.50
RJW	11/06/2023		0.50	0.50	878.00	439.00
11/06/2023	RJW	Emails with OPC re status. Reviewed Stip re SAC.			0.50	\$439.00
JDE	11/06/2023		0.50	0.50	878.00	439.00
11/06/2023	JDE	Prepare draft stipulation regarding SAC.			0.50	\$439.00
RJW	11/13/2023		1.00	1.00	878.00	878.00
11/13/2023	RJW	Reviewing Settlement Agreements and edits to stip. Conference with Baysinger re same.			1.00	\$878.00
JDE	11/13/2023		1.00	1.00	878.00	878.00
11/13/2023	JDE	Review long form draft and make suggested edits.			1.00	\$878.00
JDE	11/13/2023		0.80	0.80	878.00	702.40
11/13/2023	JDE	Finalize SAC and exhibits. Review suggested edits to Stip re SAC, make final suggested edits and return to OPC.			0.80	\$702.40
JDE	11/13/2023		0.40	0.40	878.00	351.20
11/13/2023	JDE	Communicate with Atticus regarding bid and request addition of static website.			0.40	\$351.20
RJW	11/16/2023		0.50	0.50	878.00	439.00
11/16/2023	RJW	Emails with OPC re Stip for SAC, Settlement Agreement, Status.			0.50	\$439.00
RJW	11/20/2023		0.50	0.50	878.00	439.00

11/20/2023	RJW	Reviewed / approved final edits to settlement agreement. Emails with OPC re same / stip / SAC	0.50		878.00	\$439.00
JDE	11/20/2023		0.30	0.30	878.00	263.40
11/20/2023	JDE	Provide copy of updated SAC to OPC as well as revised long form.	0.30		878.00	\$263.40
RJW	11/25/2023		0.20	0.20	878.00	175.60
11/25/2023	RJW	Communications with MSA re status	0.20		878.00	\$175.60
RJW	11/27/2023		0.20	0.20	878.00	175.60
11/27/2023	RJW	Emails with OPC re stip and SAC	0.20		878.00	\$175.60
RJW	11/28/2023		0.75	0.75	878.00	658.50
11/28/2023	RJW	Reviewed / approved individual settlement agreement.	0.75		878.00	\$658.50
RJW	11/28/2023		0.75	0.75	878.00	658.50
11/28/2023	RJW	Reviewed / approved of Class Notice. Emails with OPC re same.	0.75		878.00	\$658.50
JDE	11/28/2023		1.60	1.60	878.00	1,404.80
11/28/2023	JDE	Prepare draft class notice and provide to OPC.	1.60		878.00	\$1,404.80
RJW	11/29/2023		0.20	0.20	878.00	175.60
11/29/2023	RJW	Reviewed Dkt Nos. 45-46.	0.20		878.00	\$175.60
RJW	11/29/2023		0.20	0.20	878.00	175.60
11/29/2023	RJW	Emails with OPC re allocations.	0.20		878.00	\$175.60
JDE	11/29/2023		6.40	6.40	878.00	5,619.20
11/29/2023	JDE	Begin drafting Kullar for preliminary approval motion. Research other recent Amazon wage and hour settlements to reference.	6.40		878.00	\$5,619.20
RJW	12/01/2023		0.20	0.20	878.00	175.60
12/01/2023	RJW	Emails with OPC re additional edits / status	0.20		878.00	\$175.60
JDE	12/01/2023		0.60	0.60	878.00	526.80
12/01/2023	JDE	Communicate with client Kryzhanovskiy regarding status of settlement and ongoing work issues.	0.60		878.00	\$526.80
JDE	12/01/2023		0.30	0.30	878.00	263.40
12/01/2023	JDE	Communicate with administrator (Atticus) to advise of selection and general expected timeline for approval.	0.30		878.00	\$263.40
JDE	12/01/2023		0.20	0.20	878.00	175.60
12/01/2023	JDE	Communicate with OPC regarding class notice.	0.20		878.00	\$175.60
RJW	12/04/2023		0.20	0.20	878.00	175.60
12/04/2023	RJW	Emails with OPC re status.	0.20		878.00	\$175.60
JDE	12/04/2023		0.50	0.50	878.00	439.00
12/04/2023	JDE	Telephone conference with Kryzhanovskiy regarding settlement issues.	0.50		878.00	\$439.00
RJW	12/05/2023		0.50	0.50	878.00	439.00
12/05/2023	RJW	Emails with OPC re class notice, related cases, etc.	0.50		878.00	\$439.00
RJW	12/05/2023		0.20	0.20	878.00	175.60
12/05/2023	RJW	Emails re status	0.20		878.00	\$175.60
JDE	12/05/2023		1.00	1.00	878.00	878.00
12/05/2023	JDE	Communicate with OPC regarding class notice, research, and provide authority for inclusion/identification of other pending cases in the notice.	1.00		878.00	\$878.00
JDE	12/05/2023		2.30	2.30	878.00	2,019.40
12/05/2023	JDE	Continue working on declaration in support of preliminary	2.30		878.00	\$2,019.40

approval.

RJW	12/07/2023		0.50	0.50	878.00	439.00
12/07/2023	RJW	Reviewed / approved changes to Class Notice			0.50	\$439.00
JDE	12/07/2023		0.50	0.50	878.00	439.00
12/07/2023	JDE	Further edits to class notice and provide to OPC for final approval of format/language.			0.50	\$439.00
JDE	12/07/2023		4.20	4.20	878.00	3,687.60
12/07/2023	JDE	Continue working on declaration in support of preliminary approval and outlining Kullar.			4.20	\$3,687.60
JDE	12/08/2023		3.80	3.80	878.00	3,336.40
12/08/2023	JDE	Begin working on points and authorities in support of preliminary approval.			3.80	\$3,336.40
WJG	12/11/2023		0.75	0.75	1,057.00	792.75
12/11/2023	WJG	Review/assess long form settlement agreement; confer with RJW re same.			0.75	\$792.75
RJW	12/11/2023		2.50	2.50	878.00	2,195.00
12/11/2023	RJW	Revising / editing JDB Dec ISO Motion for Preliminary Approval.			2.50	\$2,195.00
JDE	12/11/2023		1.00	1.00	878.00	878.00
12/11/2023	JDE	Finalize long form and necessary exhibits and send to clients for signature. Communicate with Kryzhanovskiy regarding settlement.			1.00	\$878.00
JDE	12/11/2023		3.80	3.80	878.00	3,336.40
12/11/2023	JDE	Finalize declaration in support of preliminary approval and confer with RJW regarding same.			3.80	\$3,336.40
JDE	12/11/2023		0.50	0.50	878.00	439.00
12/11/2023	JDE	Telephone conference with Plaintiff Salazar regarding settlement and long form agreement.			0.50	\$439.00
RJW	12/12/2023		0.75	0.75	878.00	658.50
12/12/2023	RJW	Prepared fully executed settlement agreement. Emails with OPC re executed settlement agreement, MPA, Stip re filing of MPA			0.75	\$658.50
JDE	12/12/2023		2.60	2.60	878.00	2,282.80
12/12/2023	JDE	Continue working on preliminary approval documents and supporting documents.			2.60	\$2,282.80
RJW	12/13/2023		0.50	0.50	878.00	439.00
12/13/2023	RJW	Reviewed / approved Stip for time			0.50	\$439.00
RJW	12/13/2023		0.20	0.20	878.00	175.60
12/13/2023	RJW	Eimails re Kry individual settlement			0.20	\$175.60
JDE	12/13/2023		4.50	4.50	878.00	3,951.00
12/13/2023	JDE	Continue working on motion for preliminary approval.			4.50	\$3,951.00
RJW	12/18/2023		2.00	2.00	878.00	1,756.00
12/18/2023	RJW	Reviewing / revising / editing Memo ISO MPA			2.00	\$1,756.00
JDE	12/18/2023		5.00	5.00	878.00	4,390.00
12/18/2023	JDE	Finalize motion for preliminary approval papers, including tables and exhibits, and prepare for filing.			5.00	\$4,390.00
RJW	12/19/2023		0.50	0.50	878.00	439.00
12/19/2023	RJW	Emails with OPC re revisions / edits to MPA and JDB Dec.			0.50	\$439.00
JDE	12/19/2023		0.80	0.80	878.00	702.40
12/19/2023	JDE	Review and consider OPC's suggested edits to motion for			0.80	\$702.40

preliminary approval and provide substantive response. Final revisions to incorporate some of OPC's suggested edits and file.

RJW	12/21/2023		0.20	0.20	878.00	175.60
12/21/2023	RJW	Emails re settlement agreement.			0.20	\$175.60
RJW	12/21/2023		0.25	0.25	878.00	219.50
12/21/2023	RJW	Emails with OPC re distribution			0.25	\$219.50
RJW	12/22/2023		0.20	0.20	878.00	175.60
12/22/2023	RJW	Emails with OPC re distribution			0.20	\$175.60
RJW	12/27/2023		0.20	0.20	878.00	175.60
12/27/2023	RJW	Emails with OPC re status			0.20	\$175.60
RJW	12/28/2023		0.25	0.25	878.00	219.50
12/28/2023	RJW	Emails with OPC re distribution			0.25	\$219.50
RJW	12/29/2023		0.20	0.20	878.00	175.60
12/29/2023	RJW	Emails re distribution timeline			0.20	\$175.60
RJW	12/30/2023		0.20	0.20	878.00	175.60
12/30/2023	RJW	Emails re EOT of distribution timeline			0.20	\$175.60
RJW	01/03/2024		0.20	0.20	878.00	175.60
01/03/2024	RJW	Emails with OPC re settlement / status			0.20	\$175.60
RJW	01/08/2024		0.20	0.20	878.00	175.60
01/08/2024	RJW	Emails with Kryhanovskiy re rate of pay / status			0.20	\$175.60
JDE	01/08/2024		0.30	0.30	878.00	263.40
01/08/2024	JDE	Communicate with client regarding settlement payment timeline and other issues.			0.30	\$263.40
RJW	01/09/2024		0.20	0.20	878.00	175.60
01/09/2024	RJW	Emails with OPC re status / tax records			0.20	\$175.60
JDE	01/09/2024		0.30	0.30	878.00	263.40
01/09/2024	JDE	Communicate with OPC regarding payment issues with individual settlement payment.			0.30	\$263.40
RJW	01/11/2024		0.20	0.20	878.00	175.60
01/11/2024	RJW	Emails with OPC re settlement / disbursement			0.20	\$175.60
JDE	01/11/2024		0.30	0.30	878.00	263.40
01/11/2024	JDE	Communicate with Kryzhanovskiy regarding settlement approval status and timeline.			0.30	\$263.40
RJW	01/16/2024		0.20	0.20	878.00	175.60
01/16/2024	RJW	Court notice re consents			0.20	\$175.60
JDE	01/16/2024		0.40	0.40	878.00	351.20
01/16/2024	JDE	Review court's minute order regarding PA hearing and prepare consents to Magistrate for both Plaintiffs.			0.40	\$351.20
RJW	01/18/2024		0.20	0.20	878.00	175.60
01/18/2024	RJW	Filed Consent			0.20	\$175.60
RJW	01/25/2024		0.25	0.25	878.00	219.50
01/25/2024	RJW	Conference with Baysinger re status / contacted court re hearing			0.25	\$219.50
RJW	01/25/2024		0.25	0.25	878.00	219.50
01/25/2024	RJW	Emails with court re status. Filed additional consent			0.25	\$219.50
JDE	01/25/2024		0.20	0.20	878.00	175.60
01/25/2024	JDE	Confer with RJW re: status and court taking hearing off calendar.			0.20	\$175.60

RJW	01/26/2024		0.20	0.20	878.00	175.60
01/26/2024	RJW	Minute Order re rescheduled preliminary approval hearing			0.20	\$175.60
RJW	02/20/2024		0.20	0.20	878.00	175.60
02/20/2024	RJW	Emails from Clerk re 2/23 hearing.			0.20	\$175.60
RJW	02/22/2024		2.00	2.00	878.00	1,756.00
02/22/2024	RJW	Reviewing preliminary approval docs / preparing for hearing.			2.00	\$1,756.00
JDE	02/22/2024		1.50	1.50	878.00	1,317.00
02/22/2024	JDE	Review Boone settlement and evaluate its impact on this matter (none).			1.50	\$1,317.00
RJW	02/23/2024		1.00	1.00	878.00	878.00
02/23/2024	RJW	Prepared for / participated in preliminary approval hearing.			1.00	\$878.00
RJW	02/23/2024		2.50	2.50	878.00	2,195.00
02/23/2024	RJW	Reviewing Boone Settlement Docs, pleadings, etc.			2.50	\$2,195.00
WJG	02/24/2024		0.50	0.50	1,057.00	528.50
02/24/2024	WJG	Confereces with RJW re preliminary approval strategies/requests for additional informaiton from court.			0.50	\$528.50
RJW	02/26/2024		0.35	0.35	878.00	307.30
02/26/2024	RJW	Communications with Adams re preliminary approval hearing / additional requirements of court			0.35	\$307.30
RJW	02/27/2024		0.35	0.35	878.00	307.30
02/27/2024	RJW	Emails with Adams re status			0.35	\$307.30
RJW	02/28/2024		2.50	2.50	878.00	2,195.00
02/28/2024	RJW	Research re Judge McAuliffe's prior class action settlement approval orders, criteria, briefing expectations, etc.			2.50	\$2,195.00
RJW	02/28/2024		0.35	0.35	878.00	307.30
02/28/2024	RJW	Conference with Adams re info sought by Judge McAuliffe			0.35	\$307.30
RJW	02/28/2024		0.50	0.50	878.00	439.00
02/28/2024	RJW	Reviewed Adams' dec. Emails re same.			0.50	\$439.00
JDE	02/28/2024		3.00	3.00	878.00	2,634.00
02/28/2024	JDE	Research regarding approval issues and work on supplemental declaration requested by Court.			3.00	\$2,634.00
RJW	03/01/2024		0.20	0.20	878.00	175.60
03/01/2024	RJW	Emails with Adams re status			0.20	\$175.60
JDE	03/01/2024		2.20	2.20	878.00	1,931.60
03/01/2024	JDE	Continue working on supplemental declaration. Further research other wage and hour settlements approved against Amazon.			2.20	\$1,931.60
RJW	03/04/2024		0.25	0.25	878.00	219.50
03/04/2024	RJW	Conference with Adams re status / submission deadline			0.25	\$219.50
RJW	03/04/2024		0.50	0.50	878.00	439.00
03/04/2024	RJW	Reviewed / approved Supp Admin dec.			0.50	\$439.00
RJW	03/04/2024		1.50	1.50	878.00	1,317.00
03/04/2024	RJW	Reviewing / revising / editing JDB Supp Dec ISO preliminary approval			1.50	\$1,317.00
JDE	03/04/2024		1.20	1.20	878.00	1,053.60
03/04/2024	JDE	Coordinate with Leilani to prepare declaration regarding time spent in support of service award request. Draft declaration and confer with client for accuracy and to finalize.			1.20	\$1,053.60

JDE	03/04/2024		0.60	0.60	878.00	526.80
03/04/2024	JDE	Review declaration of administrator and make comments/edits. Finalize for Longley signature.			0.60	\$526.80
RJW	03/05/2024		4.25	4.25	878.00	3,731.50
03/05/2024	RJW	Research re other Amazon class action settlements in comparison to Kryzhanovskiy. Conference with Baysinger re same / strategy.			4.25	\$3,731.50
RJW	03/06/2024		1.25	1.25	878.00	1,097.50
03/06/2024	RJW	Reviewed / revised / edited Kryzhanovskiy dec. Conference with Baysinger re same.			1.25	\$1,097.50
RJW	03/06/2024		0.50	0.50	878.00	439.00
03/06/2024	RJW	Revising / editing Class Notice			0.50	\$439.00
RJW	03/06/2024		0.25	0.25	878.00	219.50
03/06/2024	RJW	Emails with OPC re Spanish translation issue			0.25	\$219.50
RJW	03/06/2024		1.25	1.25	878.00	1,097.50
03/06/2024	RJW	Further revision / editing of JBD Dec ISO preliminary approval.			1.25	\$1,097.50
RJW	03/06/2024		0.25	0.25	878.00	219.50
03/06/2024	RJW	Emails with OPC re further submission / status			0.25	\$219.50
JDE	03/06/2024		2.00	2.00	878.00	1,756.00
03/06/2024	JDE	Review time records for accuracy and review file/correspondence to ensure all time has been captured.			2.00	\$1,756.00
JDE	03/06/2024		0.50	0.50	878.00	439.00
03/06/2024	JDE	Telephone conference with client regarding her declaration and status of approval process.			0.50	\$439.00
RJW	03/07/2024		0.35	0.35	878.00	307.30
03/07/2024	RJW	Emails with Adams re dec / supplemental submissions. Status.			0.35	\$307.30
RJW	03/07/2024		2.50	2.50	878.00	2,195.00
03/07/2024	RJW	Drafted Salazar dec. Conference / emails with Salazar re same Conference with Baysinger re strategy.			2.50	\$2,195.00
JDE	03/07/2024		0.60	0.60	878.00	526.80
03/07/2024	JDE	Receipt and review of Kryzhanovskiy's signed declaration and incorporate into supplemental submission. Confer with RJW regarding status of Salazar declaration. Telephone conference with Salazar (0.3).			0.60	\$526.80
RJW	03/08/2024		0.20	0.20	878.00	175.60
03/08/2024	RJW	Emails with Admin re dec.			0.20	\$175.60
RJW	03/08/2024		0.20	0.20	878.00	175.60
03/08/2024	RJW	Emails with Salazar re dec.			0.20	\$175.60
RJW	03/08/2024		0.50	0.50	878.00	439.00
03/08/2024	RJW	Final review / edit of JDB dec.			0.50	\$439.00
VJK	03/08/2024		0.30	0.30	878.00	263.40
03/08/2024	VJK	Draft/revise preliminary approval motion			0.30	\$263.40
JDE	03/08/2024		2.80	2.80	878.00	2,458.40
03/08/2024	JDE	Finalize supplemental documents in support of preliminary approval and file.			2.80	\$2,458.40
RJW	03/22/2024		0.50	0.50	878.00	439.00
03/22/2024	RJW	Reviewed Order Granting Preliminary Approval. Conference with Baysinger, Kozina and Gorham re same / strategy			0.50	\$439.00
JDE	03/22/2024		0.70	0.70	878.00	614.60

03/22/2024	JDE	Receipt, review, and evaluation of preliminary approval order. Confer with RJW regarding same.			0.70	\$614.60
JDE	04/10/2024		0.60	0.60	878.00	526.80
04/10/2024	JDE	Telephone conference with Leilani regarding status and communications with former co-workers in CA facility.			0.60	\$526.80
RJW	04/15/2024		0.50	0.50	878.00	439.00
04/15/2024	RJW	Reviewed / approved notice to court			0.50	\$439.00
JDE	04/15/2024		0.50	0.50	878.00	439.00
04/15/2024	JDE	Prepare draft request for authorization regarding modified class notice.			0.50	\$439.00
JDE	04/19/2024		0.20	0.20	878.00	175.60
04/19/2024	JDE	Communicate with administration regarding status of class data provision and need to revise class notice to conform with preliminary approval order.			0.20	\$175.60
RJW	04/22/2024		0.35	0.35	878.00	307.30
04/22/2024	RJW	Emails with Admin re website / doc posting			0.35	\$307.30
RJW	04/22/2024		0.25	0.25	878.00	219.50
04/22/2024	RJW	Emails with Admin re timeline. Reviewed / approved same.			0.25	\$219.50
JDE	04/22/2024		0.80	0.80	878.00	702.40
04/22/2024	JDE	Communicate with administrator and provide documents to include in static website.			0.80	\$702.40
RJW	04/23/2024		0.35	0.35	878.00	307.30
04/23/2024	RJW	Emails with Admin and OPC re timeline / revised calcs. Reviewed / approved same.			0.35	\$307.30
JDE	04/23/2024		0.60	0.60	878.00	526.80
04/23/2024	JDE	Communicate with settlement administrator and OPC regarding appropriate response timeline and review and approve revised administration timeline.			0.60	\$526.80
RJW	04/24/2024		0.50	0.50	878.00	439.00
04/24/2024	RJW	Reviewed Dkt. No. 60. Emails with Admin re status / timeline / distribution / website / email			0.50	\$439.00
JDE	04/24/2024		0.50	0.50	878.00	439.00
04/24/2024	JDE	Review order regarding class notice and confer with OPC and administrator to coordinate finalizing formatting and mailing.			0.50	\$439.00
JDE	04/24/2024		0.30	0.30	878.00	263.40
04/24/2024	JDE	Consider URLs for settlement website and communicate with OPC and administrator regarding same.			0.30	\$263.40
RJW	04/25/2024		0.50	0.50	878.00	439.00
04/25/2024	RJW	Reviewed / approved final Class Notice. Emails with OPC and Admin re same.			0.50	\$439.00
RJW	04/25/2024		0.20	0.20	878.00	175.60
04/25/2024	RJW	Emails with Admin and OPC re website			0.20	\$175.60
JDE	04/25/2024		0.20	0.20	878.00	175.60
04/25/2024	JDE	Review and approve class notice for mailing.			0.20	\$175.60
RJW	04/29/2024		0.50	0.50	878.00	439.00
04/29/2024	RJW	Emails with OPC and Admin re edits to notice.			0.50	\$439.00
JDE	04/29/2024		0.40	0.40	878.00	351.20
04/29/2024	JDE	Review and approve revised notice with updated average payment amounts and communicate with OPC to update language regarding			0.40	\$351.20

objections and right to appear at final approval.

RJW	05/06/2024		0.20	0.20	878.00	175.60
05/06/2024	RJW	Emails with Admin re mailing / website / status.			0.20	\$175.60
JDE	05/06/2024		0.20	0.20	878.00	175.60
05/06/2024	JDE	Communicate with administrator regarding confirmation of mailing.			0.20	\$175.60
RJW	05/08/2024		0.35	0.35	878.00	307.30
05/08/2024	RJW	Emails with OPC re Notice to Related Cases			0.35	\$307.30
RJW	05/08/2024		0.50	0.50	878.00	439.00
05/08/2024	RJW	Emails with class member and Admin re status / workweek issue.			0.50	\$439.00
JDE	05/08/2024		0.20	0.20	878.00	175.60
05/08/2024	JDE	Review email from class member Grant regarding workweek dispute, evaluate, and connect her with administrator.			0.20	\$175.60
JDE	05/08/2024		0.30	0.30	878.00	263.40
05/08/2024	JDE	Compose draft email notification to Plaintiff's counsel in related cases and confer with RJW and opposing counsel regarding language.			0.30	\$263.40
RJW	05/09/2024		0.20	0.20	878.00	175.60
05/09/2024	RJW	Emails with Admin re workweek issue			0.20	\$175.60
RJW	05/09/2024		0.20	0.20	878.00	175.60
05/09/2024	RJW	Emails with OPC re notice to related cases			0.20	\$175.60
JDE	05/10/2024		0.20	0.20	878.00	175.60
05/10/2024	JDE	Review correspondence between administrator and class member regarding workweek dispute and evaluate explanation for accuracy.			0.20	\$175.60
RJW	05/13/2024		0.50	0.50	878.00	439.00
05/13/2024	RJW	Reviewed draft CAFA letter			0.50	\$439.00
RJW	05/13/2024		0.20	0.20	878.00	175.60
05/13/2024	RJW	Weekly Report			0.20	\$175.60
JDE	05/13/2024		0.10	0.10	878.00	87.80
05/13/2024	JDE	Review weekly status report.			0.10	\$87.80
RJW	05/15/2024		0.25	0.25	878.00	219.50
05/15/2024	RJW	Emails with attorneys for other plaintiffs' cases vs. Amazon re settlement.			0.25	\$219.50
JDE	05/15/2024		0.50	0.50	878.00	439.00
05/15/2024	JDE	Review draft CAFA notice and make suggested edits.			0.50	\$439.00
JDE	05/15/2024		0.30	0.30	878.00	263.40
05/15/2024	JDE	Communicate with counsel for plaintiffs in related cases and provide requested documents (settlement agreement and complaints).			0.30	\$263.40
JDE	05/15/2024		1.00	1.00	878.00	878.00
05/15/2024	JDE	Research attorneys representing plaintiffs in "related cases" and compose email to counsel for each case with copy of operative complaint and class notice. Communicate with Peter Dion-Kindem and provide copy of fully executed settlement agreement.			1.00	\$878.00
RJW	05/16/2024		0.25	0.25	878.00	219.50
05/16/2024	RJW	Emails with attorneys for other plaintiffs' cases vs. Amazon re settlement.			0.25	\$219.50

RJW	05/16/2024		1.00	1.00	878.00	878.00
05/16/2024	RJW	Reviewed / approved OPC's edits to CAFA letter. Emails with OPC and Admin re same.			1.00	\$878.00
JDE	05/16/2024		0.30	0.30	878.00	263.40
05/16/2024	JDE	Review CAFA notice revisions from OPC and attached documents and confirm propriety to send.			0.30	\$263.40
JDE	05/16/2024		0.30	0.30	878.00	263.40
05/16/2024	JDE	Communicate with counsel for plaintiffs in related cases and administrator regarding ascertaining whether plaintiff are on class list. Obtain consent from defense counsel for administrator to provide that information.			0.30	\$263.40
RJW	05/20/2024		0.20	0.20	878.00	175.60
05/20/2024	RJW	Weekly Report			0.20	\$175.60
RJW	05/20/2024		0.25	0.25	878.00	219.50
05/20/2024	RJW	Emails with Admin and OPC re CAFA			0.25	\$219.50
RJW	05/20/2024		0.20	0.20	878.00	175.60
05/20/2024	RJW	Emails with OPC and Admin re CAFA letter / breakdowns			0.20	\$175.60
JDE	05/20/2024		0.10	0.10	878.00	87.80
05/20/2024	JDE	Receipt and review of weekly status report			0.10	\$87.80
RJW	05/28/2024		0.50	0.50	878.00	439.00
05/28/2024	RJW	Reviewed tentative in Boone			0.50	\$439.00
JDE	05/28/2024		0.50	0.50	878.00	439.00
05/28/2024	JDE	Review and evaluate preliminary approval order in Boone v. Amazon and confer with RJW regarding same.			0.50	\$439.00
RJW	05/29/2024		0.20	0.20	878.00	175.60
05/29/2024	RJW	Weekly Report			0.20	\$175.60
JDE	05/29/2024		0.30	0.30	878.00	263.40
05/29/2024	JDE	Confer with co-counsel to discuss status.			0.30	\$263.40
JDE	05/29/2024		0.10	0.10	878.00	87.80
05/29/2024	JDE	Review weekly administration report.			0.10	\$87.80
RJW	06/03/2024		0.20	0.20	878.00	175.60
06/03/2024	RJW	Weekly Report			0.20	\$175.60
JDE	06/03/2024		0.10	0.10	878.00	87.80
06/03/2024	JDE	Review weekly status report from administrator.			0.10	\$87.80
JDE	06/03/2024		0.20	0.20	878.00	175.60
06/03/2024	JDE	Receipt and review of opt out from Leonardo Jiminez and forward to administrator.			0.20	\$175.60
RJW	06/10/2024		0.20	0.20	878.00	175.60
06/10/2024	RJW	Weekly Report			0.20	\$175.60
JDE	06/10/2024		0.10	0.10	878.00	87.80
06/10/2024	JDE	Review weekly administration report.			0.10	\$87.80
RJW	06/13/2024		0.25	0.25	878.00	219.50
06/13/2024	RJW	Email from daily journal re case.			0.25	\$219.50
RJW	06/17/2024		0.20	0.20	878.00	175.60
06/17/2024	RJW	Weekly Report			0.20	\$175.60
JDE	06/17/2024		0.20	0.20	878.00	175.60
06/17/2024	JDE	Review weekly report and assess. Communicate with			0.20	\$175.60

administrator regarding discrepancy.

RJW	06/21/2024		0.20	0.20	878.00	175.60
06/21/2024	RJW	Emails with CM re status			0.20	\$175.60
RJW	06/24/2024		0.20	0.20	878.00	175.60
06/24/2024	RJW	Weekly Report			0.20	\$175.60
JDE	06/24/2024		0.20	0.20	878.00	175.60
06/24/2024	JDE	Review weekly administration report and communicate with administrator regarding administration declaration in support of final approval.			0.20	\$175.60
RJW	06/26/2024		0.25	0.25	878.00	219.50
06/26/2024	RJW	Emails with Admin re status			0.25	\$219.50
JDE	06/26/2024		0.20	0.20	878.00	175.60
06/26/2024	JDE	Communicate with client regarding status and provide updated address information to administrator.			0.20	\$175.60
RJW	06/27/2024		0.50	0.50	878.00	439.00
06/27/2024	RJW	Communications with CM			0.50	\$439.00
RJW	07/10/2024		0.25	0.25	878.00	219.50
07/10/2024	RJW	Reviewed contact from CM			0.25	\$219.50
RJW	07/12/2024		0.50	0.50	878.00	439.00
07/12/2024	RJW	Emails with OPC and Admin re Opt Outs			0.50	\$439.00
JDE	07/12/2024		0.20	0.20	878.00	175.60
07/12/2024	JDE	Review untimely opt out of Valentin Sergeev and confer with OPC regarding how to address. Provide to administrator for reference but determine lack of timeliness renders opt out meaningless.			0.20	\$175.60
JDE	07/12/2024		0.20	0.20	878.00	175.60
07/12/2024	JDE	Review exclusion list and communicate with administrator regarding same.			0.20	\$175.60
RJW	07/17/2024		0.25	0.25	878.00	219.50
07/17/2024	RJW	Conference with CM status			0.25	\$219.50
JDE	07/29/2024		4.50	4.50	878.00	3,951.00
07/29/2024	JDE	Begin drafting declaration in support of final approval and motion for fees, costs, and administration costs.			4.50	\$3,951.00
RJW	07/30/2024		0.75	0.75	878.00	658.50
07/30/2024	RJW	Reviewed / approved Admin Dec ISO settlement			0.75	\$658.50
JDE	07/30/2024		0.60	0.60	878.00	526.80
07/30/2024	JDE	Review and evaluate draft declaration from administrator in support of final approval. Check numbers and make suggested edits.			0.60	\$526.80
RJW	07/31/2024		0.25	0.25	878.00	219.50
07/31/2024	RJW	Emails with Co-counsel re strategy			0.25	\$219.50
JDE	07/31/2024		6.00	6.00	878.00	5,268.00
07/31/2024	JDE	Continue working on final approval and fee motion papers and supporting documents.			6.00	\$5,268.00
RJW	08/01/2024		0.25	0.25	878.00	219.50
08/01/2024	RJW	Emails with OPC and Admin re Admin Dec calcs			0.25	\$219.50
RJW	08/02/2024		0.50	0.50	878.00	439.00
08/02/2024	RJW	Reviewed OPC's changes to Admin dec.			0.50	\$439.00

RJW	08/02/2024		0.25	0.25	878.00	219.50
08/02/2024	RJW	Emails with co-counsel re final approval / necessary filings			0.25	\$219.50
JDE	08/02/2024		0.50	0.50	878.00	439.00
08/02/2024	JDE	Review defense counsel's edits to administrator declaration, evaluate, and approve.			0.50	\$439.00
JDE	08/02/2024		5.80	5.80	878.00	5,092.40
08/02/2024	JDE	Finalize MPA in support of final approval and other supporting docs (declarations, etc.) relating to final approval motion.			5.80	\$5,092.40
RJW	08/05/2024		0.25	0.25	878.00	219.50
08/05/2024	RJW	Emails with Admin re work weeks calcs			0.25	\$219.50
JDE	08/05/2024		6.20	6.20	878.00	5,443.60
08/05/2024	JDE	Finalize MPA regarding motion for fees, costs, and service award. Provide motions to OPC for review/edits as required by SA.			6.20	\$5,443.60
RJW	08/06/2024		3.50	3.50	878.00	3,073.00
08/06/2024	RJW	Reviewed Motion for Final Approval and Motion for Fees as well as associated documents. Reviewed final dec with Exhibits from Admin.			3.50	\$3,073.00

Total professional services:**\$563,919.95**

C001	05/27/2021					\$75.00
05/27/2021		Clerk/Court Filing Fees : STATEDEPRELATIONScc				\$75.00
E113	07/29/2021					\$33.00
		Invoice # jebay.38724				
07/29/2021		VALPRO ATTORNEY SERVICES; Invoice # jebay.38724; Subpoena/Processor Fees				\$33.00
E113	07/29/2021					\$33.00
		Invoice # jebay.38725				
07/29/2021		VALPRO ATTORNEY SERVICES; Invoice # jebay.38725; Subpoena/Processor Fees				\$33.00
C011	07/19/2022					\$10.70
07/19/2022		Postage / Certified Mail (1)				\$10.70
E119	10/18/2022					\$3,595.28
		Invoice # #22585				
10/18/2022		ECON ONE RESEARCH, INC.; Invoice # #22585; Experts				\$3,595.28
E119	11/09/2022					\$891.00
		Invoice # 22693				
11/09/2022		ECON ONE RESEARCH, INC.; Invoice # 22693; Experts				\$891.00
C020	03/21/2023					\$10,000.00
		Invoice # WAS-20303				
03/21/2023		LISA KLERMAN, MEDIATOR; Invoice # WAS-20303; Mediation Fee				\$10,000.00
E119	06/13/2023					\$2,025.88
		Invoice # #23899				
06/13/2023		ECON ONE RESEARCH, INC.; Invoice # #23899; Experts				\$2,025.88
E119	08/11/2023					\$2,384.03
		Invoice # WAS-20303				
08/11/2023		ECON ONE RESEARCH, INC.; Invoice # WAS-20303; Experts				\$2,384.03

E119	08/31/2023	\$5,372.25	
08/31/2023	Experts: ECONONE#24467		\$5,372.25
C001	10/11/2023	\$75.00	
10/11/2023	Clerk/Court Filing Fees: STATE OF CA: DEPT OF INDUSTRIAL RELATIONS#ORD-000255627		\$75.00
C009	12/19/2023	\$32.51	
12/19/2023	Messenger/Delivery Fees: FEDEX		\$32.51
C009	01/11/2024	\$57.39	
01/11/2024	Messenger/Delivery Fees: FEDEX		\$57.39
C009	01/16/2024	\$57.39	
01/16/2024	Messenger/Delivery Fees: FEDEX		\$57.39

Total expenses: **\$24,642.43**

Current charges: \$580,229.05

r

Beginning prepaid cash balance: \$8,333.33

Prepaid cash applied to this invoice: \$8,333.33

Payments applied: \$0.00

Current Charges: \$588,562.38

Discount \$0.00

Total Amount Now Due: **\$580,229.05**

r r d r r

Gorham, Anita J.	15.40	239.00	3,680.60
Baysinger, Jenny D.	351.55	878.00	308,660.90
Wasserman, Robert J.	261.90	878.00	229,948.20
Kozina, Vladimir J	13.50	878.00	11,853.00
Gorham, William J.	9.25	1057.00	9,777.25

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7 **Attorneys for Plaintiffs LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR,**
 8 **individually, on behalf of all others similarly situated, and as a proxy for the LWDA**

9 **UNITED STATES DISTRICT COURT**
 10 **EASTERN DISTRICT OF CALIFORNIA**

11 **LEILANI KRYZHANOVSKIY, PATRICIA**
 12 **SALAZAR ,individually, on behalf of all others**
 13 **similarly situated, and as a proxy for the LWDA;**

14 **Plaintiff,**

15 **v.**

16 **AMAZON.COM SERICES, INC., a Delaware**
 17 **corporation; AMAZON.COM SERVICES, LLC,**
 18 **a Delaware limited liability company; and DOES**
 19 **1-100, inclusive,**

20 **Defendants.**

Case No.: 2:21-cv-01292-BAM

DECLARATION OF LEILANI
KRYZHANOVSKIY IN SUPPORT
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS’ FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS

Date: September 10, 2024
 Time: 9:00 a.m.
 Location: Courtroom 8, 6th Floor
 Judge: Hon. Barbara A. McAuliffe

21 I, Leilani Kryzhanovskiy, declare:

- 22 1. I am a named Plaintiff in this action.
- 23 2. I have personal knowledge of the matters set forth herein and, if called upon to do so,
- 24 could and would competently testify thereto under oath.
- 25 3. I was hired by Amazon to work as an Onsite Medical Representative in one of
- 26 Amazon’s Stockton California warehouses in January 2020. As an Onsite Medical Representative, I
- 27 have always been classified as a non-exempt, hourly paid employee.
- 28

1 4. At the time I was hired, I was offered a signing bonus of \$8,000 and an additional
2 bonus of \$6,000 to be paid during my second year of employment.

3 5. Shortly after I was hired, in April 2020, my husband Sergey was hired to the same
4 position (Onsite Medical Representative) at the Stockton warehouse. When Sergey was hired, he was
5 offered a higher hourly rate and bigger bonuses than I was, even though we both have the same
6 experience and similar work history. We both have the same education and worked as EMTs,
7 although I worked as an EMT for a longer period of time than Sergey before we each started at
8 Amazon.

9 6. I thought it was strange that Sergey was offered so much more money than me, but
10 hoped Amazon would rectify the issue as our employment continued. Unfortunately, that did not
11 happen. In 2021, when we both received raises, my hourly wage continued to be significantly lower
12 than Sergey's and my questions to management about the situation went unanswered. I was also very
13 confused about the pay stubs I would get from Amazon because they had a bunch of different entries
14 and I wasn't ever sure what each line meant (or was for).

15 7. At that point, I decided to reach out to a lawyer for assistance because it seemed like I
16 was being paid less because I was female and I thought maybe Amazon was underpaying other women
17 in California and also because I wasn't sure I was being paid right all the time.

18 8. I started talking with Mark S. Adams in March 2021 and he coordinated getting me in
19 touch with Robert Wassermann and Jenny Baysinger of Mayall Hurley, P.C. that same month. I
20 provided documents to both Mr. Adams and Mayall Hurley, P.C. and spoke with them, at length,
21 about the issues I was experiencing at Amazon and my concerns about pay disparities. I also learned
22 there were potential problems with the payment of overtime, sick pay, and meal period premiums
23 based on bonuses that I and other California employees received.

24 9. I was still employed by Amazon at the time and was very nervous about initiating any
25 sort of lawsuit because I was afraid of retaliation. Ultimately, I decided to move forward because I
26 wanted to fix the payment problems for both myself and other Amazon employees I thought were
27 possibly being mistreated.

28 ///

1 10. Once I started the lawsuit, I felt like people at Amazon knew and treated me differently.
2 I stayed in my position the whole time, but it definitely seemed like my managers started putting me at
3 arm's length after the lawsuit started.

4 11. The entire time the lawsuit went on, until I recently resigned, I was worried and afraid
5 for my job and scared of retaliation.

6 12. Throughout the majority of the lawsuit, I continued to work for Amazon. I transferred
7 to a facility in Houston, Texas, in October 2021. Both Sergey and I transferred to positions in Texas
8 in approximately November 2021. I transferred to a Safety Specialist and Sergey remained as an
9 Onsite Medical Representative, but our pay remained different (with him being paid substantially
10 more). I worked continually for Amazon in Texas, until I transferred back to a facility in California in
11 April 2024. I resigned from my position at Amazon April 26, 2024 and am currently no longer
12 employed by any Amazon entity (although I did not qualify for the additional 4 workweeks for
13 "former employees" because my employment did not end until after the Class Period concluded).

14 13. I have spent a considerable amount of time working with my attorneys on this case over
15 the past 3 years. We've exchanged hundreds of emails and had 30+ phone conversations. I helped
16 Mr. Wassermann prepare the letter to the Labor and Workforce Development Agency. I also helped
17 Ms. Baysinger prepare the complaint and amendments and reviewed each before filing to ensure
18 accuracy. I gathered documents and responded to formal written discovery questions from Amazon. I
19 helped my attorneys decide the types of questions to ask Amazon. I also helped my attorneys get
20 ready for the mediation session and made myself available "on-call" during that entire day. I assisted
21 my attorneys trying to locate other people who may have had the same pay issues that I had and
22 worked with them regarding bringing on Patricia Salazar as an additional named representative. After
23 the mediation, I worked with my attorneys to evaluate the mediator's proposal and actively
24 participated in the decision to accept it.

25 14. In total, I estimate that I have spent at least 80 hours working with my attorneys on this
26 case since 2021. I estimate about 20 hours emailing and 10 total hours talking on the phone. I also
27 spent approximately 10-15 hours gathering information for my attorneys and helping with preparing
28 the complaints that were filed in Court. I spent approximately 15 hours reviewing the discovery,

1 editing the responses with my attorney, and gathering documents. I was available “on call” all day for
2 the mediation (and spoke to my attorneys multiple times throughout the day) and also spent time going
3 over the settlement documents and discussing those with my attorneys. I also spent time discussing
4 with my attorneys, in detail, whether the issue of paying women less than men was something that
5 happened throughout Amazon or just with me.

6 15. Throughout this case, I have understood and appreciated my role and responsibilities as
7 a class representative. I have understood that it is my responsibility to look out for the best interests of
8 all class members and to not put my own interests ahead of theirs. I have willingly and knowingly
9 accepted these responsibilities and have carried them out to the best of my ability.

10 16. I do have separate individual claims arising out of the failures to pay me the same as
11 Sergey and also how I believe I was treated after I started complaining about wage disparities. I
12 understand that all employees who received signing and second year bonuses had similar
13 overtime/sick pay, and meal period issues to me, but that the alleged pay disparity and allegations
14 regarding how I was treated after I started complaining uniquely affected only me.

15 17. I did not allow my individual claims to get in the way or influence how I handled the
16 claims brought on behalf of other people. Instead, I negotiated my individual claim completely
17 separately. I agreed to resolve it for an amount separate from the Gross Settlement Fund that the
18 Settlement Class Members (including me) will be sharing and my individual settlement is not tied to
19 approval of the class action settlement (it has already been separately paid).

20 18. As a named plaintiff, I exposed myself to the negative reputational consequences of my
21 name being tied to a class action lawsuit against my former employer. I continued to work for
22 Amazon for the majority of this lawsuit, including through the time the Settlement was reached, and
23 was thus uniquely exposed to the risk of retaliation by Amazon moving forward because of my
24 participation in this lawsuit and securing monetary recovery on behalf of other employees. I only
25 recently left Amazon in April 2024, after preliminary approval of the Settlement was granted.

26 19. Searching my name and “Amazon” in Google results in this lawsuit being listed as the
27 very first entry. Whenever I apply for employment outside of Amazon and identify Amazon as a
28 former employer, all a potential employer needs to do is Google my name and Amazon and it will

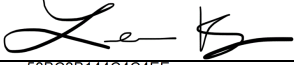
1 know about this lawsuit. I know that potential employers are often nervous about hiring people who
2 have sued their employers before.

3 20. Had this case not settled and were I to ultimately not prevail in this lawsuit, I
4 understand that the case could have continued for years and that, if I lost, I could be responsible for
5 Defendants' litigation costs, which could have been substantial and exceeded \$50,000.

6 21. Despite these risks, I have served and remain willing to continue to serve in the role of
7 class representative throughout the remainder of this litigation.

8 22. During the time I continued to be employed by Amazon, some of my co-workers were
9 aware of this lawsuit and the Settlement. None of them told me they were upset about the Settlement
10 or had any issues with me getting a Class Representative Enhancement Payment, or with the attorneys'
11 fees and costs requested.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States of America that the foregoing is true and correct. Electronically executed this 6th day of
14 August, 2024, in Lodi, California.

DocuSigned by:

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1 **MAYALL HURLEY, P.C.**
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10 **Attorneys for Plaintiffs LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR,**
11 **individually, on behalf of all others similarly situated, and as a proxy for the LWDA**

12 **UNITED STATES DISTRICT COURT**

13 **EASTERN DISTRICT OF CALIFORNIA**

14 **LEILANI KRYZHANOVSKIY, PATRICIA**
15 **SALAZAR ,individually, on behalf of all others**
16 **similarly situated, and as a proxy for the LWDA;**

17 **Plaintiff,**

18 **v.**

19 **AMAZON.COM SERICES, INC., a Delaware**
20 **corporation; AMAZON.COM SERVICES, LLC,**
21 **a Delaware limited liability company; and DOES**
22 **1-100, inclusive,**

23 **Defendants.**

24 **Case No.: 2:21-cv-01292-BAM**

25 **[PROPOSED] ORDER GRANTING**
26 **FINAL APPROVAL OF CLASS AND**
27 **ACTION SETTLEMENT, MOTION FOR**
28 **ATTORNEYS' FEES, COSTS, CLASS**
REPRESENTATIVE ENHANCEMENT
PAYMENTS, AND FINAL JUDGMENT

29 Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar's Motion for Final Approval of Class
30 Action Settlement ("MFA") and Motion for Attorneys' Fees, Costs, and Class Representative
31 Enhancement Payments ("Fee Motion") came on for hearing on September 10, 2024, at 9:00 a.m.,
32 before the honorable Barbara A. McAuliffe, Magistrate Judge, United States District Court for the
33 Eastern District of California. Jenny D. Baysinger appeared on behalf of Plaintiffs and Bradley
34 Hamburger appeared on behalf of Defendants Amazon.com Services, Inc. and Amazon.com Services,
35 LLC (collectively "Defendants" or "Amazon"). The Court, having fully and carefully considered
36 Plaintiff's Motion for Final Approval and Fee Motion, the memoranda and declarations in support
37 thereof, the Parties' Class Action Settlement and Release (the "Settlement Agreement" or SA") attached

1 as **Exhibit 1** to the Declaration of Jenny D. Baysinger in Support of Plaintiff’s Motion for Final
2 Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and Class Representative
3 Enhancement Payments, and the oral arguments made at the hearing, hereby makes the following
4 determinations and orders¹:

5 1. On March 22, 2024, this Court granted preliminary approval of the Settlement. Dkt. 58.
6 The claims brought by Plaintiffs are set forth in that order and will not be repeated here. Plaintiffs’
7 Motion for Attorneys’ Fees and Motion for Final Approval were timely filed and posted to both this
8 Court’s website and the Settlement Claims Administrator’s website for interested Class Members to
9 review. No objections to the Plaintiffs’ motions were filed.

10 2. The Court finds that the Settlement was reached after arm’s-length negotiations between
11 the Parties, including a full-day mediation before experienced class action mediator Lisa Klerman, Esq.;
12 the proposed Settlement occurred only after counsel for the Parties conducted adequate investigation and
13 formal discovery; and the Settlement of this action, as embodied in the terms of the Settlement, is finally
14 approved as fair, reasonable, and adequate and in compliance with all applicable requirements of the
15 Federal Rules of Civil Procedure and any other applicable law, and in the best interests of the Settlement
16 Class Members.

17 3. Plaintiffs Leilani Kryzhanovskiy and Patricia Salazar are confirmed as Class
18 Representatives.

19 4. Mayall Hurley P.C., by and through Lead Counsel Jenny D. Baysinger and Robert J.
20 Wassermann and the Law Offices of Mark S. Adams, by and through attorney Mark S. Adams, are
21 confirmed as Class Counsel.

22 5. Atticus Administration, LLC is confirmed as Administrator of the Settlement.

23 6. Prior to granting preliminary approval, the Court evaluated the standards for class
24 certification. Nothing has been raised subsequently that might affect the Court’s prior analysis as to
25 whether certification is appropriate here, and the Court has no cause to revisit that analysis. The Court

26
27 ¹ All terms used in this Order Granting Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Class
28 Representative Enhancement Payments (the “Order”) shall have the same meanings given those terms in the Parties’ Class
Action Settlement and Release (“Settlement Agreement” or “Settlement”), a copy which is attached as **Exhibit 1** to the
Declaration of Jenny D. Baysinger in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and
Motion for Attorneys’ Fees, Cost and Class Representative Enhancement Payments.

1 finds that final certification as to the following classes and sub-classes, collectively referred to as the
2 Class is appropriate under Rule 23:

3 a. All current and former non-exempt employees of Defendant in California between July
4 22, 2017 and November 7, 2023 who received a Signing Bonus and/or On Sign Bonus in
5 the same workweek as he/she worked overtime, including doubletime (the “Settlement
6 Class”);

7 7. The Court reviewed the Class Notice that was proposed when the Parties sought
8 preliminary approval of the Settlement and found it sufficient, with specific modifications as outlined in
9 the Order Re: Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (Dkt.
10 58). The Court has reviewed the content of the Notice attached as **Exhibit B** to the Declaration of Bryn
11 Bridley Re Dissemination of Class Notice and Settlement Administration (“Admin. Dec.”) filed with the
12 MFA and determined it is consistent with the instructions in the Preliminary Approval Order and the
13 subsequent order approving an amended class notice (Dkt. 60). The Court-approved Notice informed
14 the Class Members of the Settlement terms, the claims they would be releasing if they chose to
15 participate in the settlement, the impact participating in the Settlement might have on any ability to
16 participate in related pending class actions, their rights to opt-out of, comment on or object to the
17 Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding the
18 Settlement. Adequate periods of time to respond and to act, specifically 45 days from the date the
19 Notice was mailed, were provided by each of these procedures. A website was created and maintained
20 which provided Class Members the ability to obtain additional information regarding the Settlement and
21 to access pertinent pleadings.

22 8. The Administrator sent Notice to 3,331 individuals on May 3, 2024. Notice was
23 effectuated on 3,264 Class Members; 97.99% of the Class Members received Notice. See Admin. Dec.
24 at ¶ 8.

25 9. The Court concludes that adequate notice was provided to the Class here. *Silber v.*
26 *Mabon*, 18 F.3d 1449, 1453–54 (9th Cir. 1994) (noting the court need not ensure all class members
27 receive actual notice, only that “best practicable notice” is given); *Winans v. Emeritus Corp.*, No. 13-cv-
28 03962-HSG, 2016 WL 107574 *3 (N.D. Cal. Jan. 11, 2016) (“While Rule 23 requires that ‘reasonable

1 effort' be made to reach all class members, it does not require that each individual actually receive
2 notice.”). The Court accepts Admin. Dec. and finds sufficient notice has been provided so as to satisfy
3 Federal Rule of Civil Procedure 23(e)(1) and due process.

4 10. Two Class Members submitted a valid and timely opt-out. As such, all Class Members
5 will be deemed Participating Class Members and bound by the terms of the Settlement Agreement,
6 except for the following:

7 a. Leonardo Jiminez

8 b. Jesus Ocegueda, Jr.

9 11. None of the Settlement Class Members has raised any objection to the Settlement.

10 12. The Settlement contemplates a PAGA allocation \$100,000, which will be distributed
11 \$75,000 to the LWDA, and \$25,000 to the PAGA Members. The proposed allocation is fair and
12 reasonable, serves the deterrent and punitive purposes of the PAGA, is within the range commonly
13 approved by state and federal courts, and is confirmed.

14 13. The Court also approves payment to the Administrator in the total amount of \$24,850, to
15 be paid from the Gross Settlement Fund.

16 14. The proposed Class Representative Enhancement Payments of \$10,000 to Plaintiff
17 Kryzhanovskiy, 0.33% of the GSF, and \$7,500 to Plaintiffs Salazar, 0.25% of the GSF, for each's
18 respective service as Class Representative is approved.

19 15. Class Counsel's request of attorneys' fees in the amount of 1/3 of the GSF, or
20 \$1,000,000, and declared costs of \$24,462.43, are approved.

21 16. In accordance with the terms of the Settlement, as of the Effective Date and Defendants'
22 full funding of the GSF, Participating Settlement Class Members will forever and completely release
23 and discharge Defendants and Released Parties from the Released Class Claims. SA ¶¶ 28, 62.a.
24 Additionally, Plaintiffs, on behalf of themselves, the LWDA, and the other PAGA Settlement Members
25 in the State of California, will release Defendants and Released Parties from the Released PAGA
26 Claims. SA ¶¶ 29, 62.b. Plaintiffs will also release all known and unknown claims as outlined in
27 paragraph 62.c of the Settlement.

28 ///

1 17. Participating Class Members shall be permanently enjoined and restrained from and
2 against initiating or pursuing against Defendants any individual, representative, or class claims released
3 by this Settlement.

4 18. Final Judgment is hereby entered based on the Parties' Settlement. The Court retains
5 jurisdiction, however, to enforce the terms of the Settlement, and ensure that its terms and this Order are
6 carried out.

7 Dated: _____
8

9 _____
10 HON. BARBARA A. MCAULIFFE
11 UNITED STATES MAGISTRATE JUDGE
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