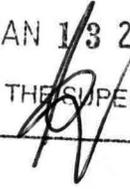


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15 individually and as a Representative of the LWDA

FILED
ALAMEDA COUNTY

JAN 13 2022

CLERK OF THE SUPERIOR COURT
By  Deputy

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF ALAMEDA**

15 JASMINE MILLER, on behalf of herself, all
16 other aggrieved persons, and the general public,

17 Plaintiff,

18 v.

19 AMAZON.COM, LLC, a Delaware Limited
20 Liability Company; and DOES 1 through 500,
21 inclusive,

22 Defendants.

Case No. RG17856888
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Frank Roesch
Department 17

CLASS AND REPRESENTATIVE ACTION

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

Date: January 13, 2022
Time: 3:30 p.m.
Dept: 17
Judge: Hon. Frank Roesch
Reservation #: 772403045189

Complaint Filed: April 17, 2017
Trial Date: None Set

1 This matter came on for hearing on January 13, 2022 at 3:30 p.m. in Department 17 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class and Representative Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, this Court's June
4 10, 2021 Order Granting Preliminary Approval of Class Action Settlement, and the fully-executed Class and
5 Representative Action Settlement Agreement and Release filed with this Court on May 21, 2021
6 ("Agreement").

7 Having received and considered the Agreement, the evidence and argument received by the Court in
8 connection with the Motion for Preliminary Approval of Class Action Settlement, and the supporting papers,
9 and evidence and argument received by the Court with the Motion for Order Granting Final Approval of
10 Class Action Settlement, the Court grants final approval of the Settlement and **ORDERS AND MAKES THE**
11 **FOLLOWING DETERMINATIONS:**

12 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement filed June
13 10, 2021, a Notice of Settlement of Class and PAGA Representative Action, ("Notice of Settlement"), was
14 sent to each Settlement Class Member by first-class U.S. mail. The Notice of Settlement informed the Class
15 of the terms of the Settlement, their right to receive a Settlement Payment without any required action, their
16 right to comment upon or object to the Settlement, and their right to appear in person or by counsel at the
17 final approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
18 provided for each of these procedures.

19 2. No Settlement Class Member returned a written objection to the proposed Settlement as part
20 of the notice process or stated an intention to appear at the final approval hearing and none appeared at
21 hearing. No Settlement Class Member requested exclusion from the Settlement.

22 3. The Court finds and determines this notice procedure afforded adequate protections to
23 Settlement Class Members and provides the basis for the Court's informed decision regarding approval of
24 the Settlement based on responses of the Class. The Court finds and determines the notice provided was the
25 best notice practicable, satisfying the requirements of law and due process.

26 4. For purposes of approving this Settlement only, this Court finds and concludes that: (a) the
27 proposed Class is ascertainable and so numerous that joinder of all members of the class is impracticable; (b)
28 there are questions of law or fact common to the proposed Class, and there is a well-defined community of

1 interest among members of the proposed Class with respect to the subject matter of the class action; (c) the
2 claims of the Class Representatives are typical of the claims of the members of the proposed Class; (d) the
3 Class Representative has and will fairly and adequately protect the interests of the Members of the Class; (e)
4 a class action is superior to other available methods for an efficient adjudication of this controversy in the
5 context of settlement; and (f) the counsel of record for the Class Representative is qualified to serve as counsel
6 for her as well as her representative capacity and for the Class.

7 5. The Court confirms certification, for settlement purposes only, of the Class defined as: “all
8 persons who are employed or have been employed as a W-2 hourly non-exempt employee by A-1 Express
9 Delivery Service, Inc. dba 1-800 Courier (“A1X”) or Greenwich Logistics, LLC dba 1-800 Courier
10 (“Greenwich Logistics”) who provided services as Delivery Drivers pursuant to a contract between A1X and
11 Amazon and/or Greenwich Logistics and Amazon to deliver packages to Amazon customers in the State of
12 California at any time from on or about April 19, 2015 through on or about July 31, 2020.”

13 6. The Court finds and determines the terms set forth in the Agreement are fair, reasonable, and
14 adequate and, having found the Settlement was reached as a result of informed and non-collusive arms’-
15 length negotiations facilitated by a neutral and experienced mediator, directs the Parties to effectuate the
16 Agreement according to its terms. The Court further finds the Parties conducted extensive investigation,
17 research, and informal discovery, and that their attorneys were able to reasonably evaluate their respective
18 positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially
19 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The
20 Court has reviewed the monetary recovery and recognizes the significant value provided to the Class.

21 7. The Court further finds and determines the terms of the Settlement are fair, reasonable and
22 adequate to the Class and to each Class Member and that the Settlement is ordered finally approved, and that
23 all terms and provisions of the Settlement should be and are ordered to be consummated.

24 8. The Court finds and determines the Settlement Payments to be paid to Participating Settlement
25 Class Members as provided for by the Settlement are fair and reasonable. The Court grants final approval to
26 and orders the payment of those amounts be made to the Participating Class Members in accordance with the
27 Agreement.

28 9. The Court finds and determines the fees and expenses in administering the Settlement incurred

1 by CPT Group, Inc. of \$29,500.00 are fair and reasonable. The Court grants final approval to and orders the
2 payment of that amount in accordance with the Agreement.

3 10. The Court finds and determines the Class Representative Service Award of \$10,000.00 to
4 Plaintiff Jasmine Miller is fair and reasonable. The Court orders the Administrator to make this payment to
5 the Plaintiff Jasmine Miller, in accordance with the terms of the Agreement.

6 11. The Court finds and determines payment to the California Labor and Workforce Development
7 Agency of \$18,750.00 as its share of the Settlement of civil penalties under the Private Attorneys General
8 Act is fair, reasonable, and appropriate. The Court grants final approval to and orders that amount be paid in
9 accordance with the Agreement.

10 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted
11 by Class Counsel, the Court awards Class Counsel attorneys' fees of \$666,667.00 and litigation costs of
12 \$12,509.76. The Court finds such amounts to be fair and reasonable. The Court orders the Administrator to
13 make these payments in accordance with the Agreement.

14 13. Without affecting the finality of this Order or the entry of judgment in any way, the Court
15 retains jurisdiction of all matters relating to the interpretation, administration, implementation, and
16 enforcement of this Order and the Agreement.

17 14. Neither Defendants nor any related persons or entities shall have any further liability for costs,
18 expenses, interest, attorneys' fees, or any other charge, expense, or liability, except as provided for by the
19 Agreement.

20 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the
21 Agreement or under this Order, including the requirement that Defendants make payments to the
22 Participating Class Members in accordance with the Settlement.

23 16. The Court enters final judgment in accordance with the terms of the Agreement, and the
24 Court's Preliminary Approval Order, and this Order.

25 17. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by providing notice of entry
26 of judgment with the posting of the Order Granting Final Approval and Entering Judgment on the
27 Administrator, CPT Group, Inc.'s, case website.

28 18. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this

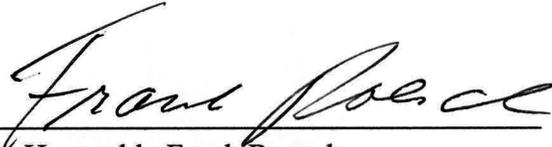
1 Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

2 19. The Court ORDERS that 10% of the fee award, \$66,667.00, shall be withheld and be kept in
3 the Settlement Administrator's trust fund until the completion of the distribution process and the Court
4 approval of a final accounting. The Settlement Administrator shall not release these funds to counsel until
5 the Court determines that these conditions have been meet.

6 20. The Court hereby sets a compliance hearing for March 24, 2022 at 3:30 ~~am~~ p.m., PC
7 in Department 17 of the above-captioned Court, at which time the Court will consider evidence that the
8 distribution process in complete and that a final accounting may be approved.

9 IT IS SO ORDERED.

10
11 Date: 1/13/2022


The Honorable Frank Roesch
Judge of the Superior Court