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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO**

SANTIAGO RAYA on behalf of himself and
all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, LLC, a Delaware Limited
Liability Company; GOLDEN STATE FC,
LLC, a Delaware Limited Liability Company
and, DOES 1 through 10, inclusive,

Defendants.

CASE NO. 15-CV-02005 MMC

CLASS ACTION

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

Date: February 3, 2017
Time: 9:00 a.m.
Ctm: 7, 19th Floor
Judge: Hon. Maxine M. Chesney

Filed: March 18, 2015
Trial date: None set

1 This matter came on for hearing on February 3, 2017 at 9:00 a.m., in Courtroom 7 of the
2 above-captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment pursuant to this Court's Order Granting Preliminary Approval of
4 Class Action Settlement filed September 27, 2016 [Dkt. 85, 86] and the Amended Joint Stipulation of
5 Settlement and Release ("Settlement" or "Settlement Agreement") [Dkt. 84-1]. In accordance with
6 the Preliminary Approval Order, Class Members were given notice of the terms of the Settlement, the
7 opportunity to submit a Claim Form to receive a Settlement Payment, and the opportunity to
8 comment on, request to be excluded from, or object to the Settlement or any of its terms. Having
9 received and considered the proposed Settlement, the supporting papers filed by the Parties, and the
10 evidence and argument received by the Court in conjunction with the Motion for Order Granting
11 Preliminary Approval of Class Action Settlement [Dkt. 69] and the Motion for Order Granting Final
12 Approval [Dkt. 88], the Court grants final approval of the Settlement and **HEREBY ORDERS AND**
13 **MAKES THE FOLLOWING DETERMINATIONS:**

14 1. Pursuant to the Order Granting Preliminary Approval of Class Action
15 Settlement, a Notice of Class Action Settlement, Claim Form, and pre-printed postage paid return
16 envelope ("Class Notice") were mailed to each member of the Class by first-class U.S. Mail on
17 October 7, 2016. The Notice informed the Class of the terms of the Settlement, of their right to
18 receive their proportional share of the Settlement with the return of a claim form, of their right to
19 comment on, request to be excluded from, or object to the Settlement, and of their right to appear in
20 person or by counsel at the time of the Final Approval hearing to be heard regarding approval of the
21 Settlement. Adequate periods of time were provided by each of these procedures.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the response of the Class. The Court finds and
25 determines that the Notice provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 3. To avoid confusion in the future concerning the scope of released claims, the
28 Court, with approval of the parties, clarifies the definition of Class Member Released Claims to read

1 as follows:

2 Any and all claims or causes of action under any theory whatsoever, known or
3 unknown, that arise out of or that could have arisen out of, the facts,
4 transactions, occurrences, representations, or omissions set forth in the
5 Complaint or the PAGA Letter, as related to claims that existed at the time of
6 execution of the Settlement, including: Any and all claims or causes of action
7 under any theory whatsoever to the extent that such claims arise out of (1)
8 Amazon’s alleged failure to provide accurate itemized wage statements under
9 Labor Code §§ 226 and 1174 and IWC Wage Order 7; and (2) penalties and
10 fees under the Private Attorneys General Act (“PAGA”) for any of the above
11 alleged violations of the Labor Code. With regard to the Class Member
12 Released Claims only, Class Members shall be deemed to have expressly
13 waived and relinquished, to the fullest extent permitted by law, the provisions,
14 rights and benefits they may otherwise have had relating to the Class Member
15 Released Claims. All Class Members shall be bound by this release whether
16 or not they return the Claim Form necessary to receive payment of their
17 allocated settlement amount, unless they formally opted-out of the Settlement.

18 4. The Court further finds and determines that the terms of the Settlement are fair,
19 reasonable and adequate to the Class and to each Class Member, that the Settlement is ordered finally
20 approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be
21 consummated.

22 5. The Court also finds that the forty-nine individuals who have excluded
23 themselves from the Settlement through a written Request for Exclusion and whose names are set
24 forth in Exhibit A to this Order will not be bound by any of the provisions of the Settlement.

25 6. With respect to the Class and for purposes of approving this Settlement only, this
26 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
27 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class,
28 and there is a well-defined community of interest among members of the Class with respect to the
subject matter of the Action; (c) the claims of Class Representative, Plaintiff Santiago Raya are
typical of the claims of the members of the Class; (d) the Class Representative has fairly and
adequately protected the interests of the members of the Class; (e) a class action is superior to other
available methods for an efficient adjudication of this controversy; and (f) the counsel of record for
the Class Representative, i.e., Class Counsel, is qualified to serve as counsel for Plaintiff in his
individual and representative capacity for the Class.

1 7. The Court certifies the Class, defined as follows: “All current and former
2 employees of Golden State FC, LLC employed in a Warehouse Associate position within the State of
3 California from March 18, 2014 through and including August 5, 2016.”

4 8. The Court hereby approves Cohelan, Khoury & Singer, and the Law Office of
5 Sahag Majarian, II as Class Counsel.

6 9. The Court hereby approves Plaintiff Santiago Raya as the Class Representative
7 in this action.

8 10. The Court finds and determines the Settlement Payments to be paid to
9 Participating Class Members (those who returned timely and valid Claim Forms), as provided for by
10 the Settlement, are fair and reasonable. The Court hereby grants final approval to and orders the
11 payment of those amounts be made to such Participating Class Members in accordance with the terms
12 of the Settlement.

13 11. The Court finds and determines that the payment to be paid to the California
14 Labor and Workforce Development Agency to satisfy the alleged violation of Labor Code § 226
15 pursuant to the California Labor Code's Private Attorneys General Act of 2004 ("PAGA") in the sum
16 of \$10,000 (75% of \$13,333) is fair and reasonable. The Court hereby grants final approval and
17 orders the payment to Labor and Workforce Development Agency in accordance with the terms of the
18 Settlement Agreement.

19 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
20 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the
21 sum of \$150,000 and reimbursement of their litigation costs in the sum of \$9,259.29. The Court finds
22 and determines that such amounts are fair and reasonable and orders the Claims Administrator to
23 make these payments in accordance with the terms of the Settlement Agreement.

24 13. The Court approves a Class Representative Service Payment in the sum of
25 \$5,000 to Plaintiff Santiago Raya for his initiation of this action, work performed, the risks
26 undertaken for the payment of costs had this case had an unfavorable outcome, general release, and
27 for the benefits to be received by Participating Class Members as a result of his efforts.

28 14. The Court further approves payment of the fees and costs of the appointed

1 Claims Administrator, Rust Consulting, Inc., of \$84,760.71 for services rendered and to be rendered
2 in connection with the completion of its administrative duties pursuant to the Settlement.

3 15. Without affecting the finality of this Order in any way, the Court retains
4 jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation
5 and enforcement of this order and the Settlement.

6 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
7 under the Settlement or under this Order.

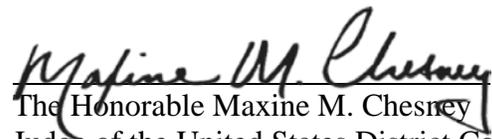
8 17. The Parties are hereby ordered to comply with the terms of the Settlement.

9 18. The Parties shall bear their own costs and attorneys' fees except as otherwise
10 provided by the Settlement Agreement and this Order.

11 19. The Court hereby enters final judgment in this case in accordance with the terms
12 of the Settlement, the Order Granting Preliminary Approval of Class Action Settlement, and this
13 Order. This action is dismissed with prejudice.

14
15 IT IS SO ORDERED.

16 Dated: February 15, 2017

17 
18 The Honorable Maxine M. Chesney
19 Judge of the United States District Court
20 For the Northern District of California,
21 San Francisco Division