

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE**

IN RE: AMAZON.COM, INC. FULFILLMENT  
CENTER FAIR LABOR STANDARDS ACT (FLSA)  
AND WAGE AND HOUR LITIGATION.

THIS DOCUMENT RELATES TO:

*Jesse Busk, et al. vs. Integrity Staffing  
Solutions, Inc., et. al.*, Case No. 14-cv-00139-DJH

Master File No. 3:14-md-02504-DJH  
MDL Docket No. 2504

Case No. 3:14-cv-00139-DJH

JUDGE DAVID J. HALE

**ATTENTION:** All persons employed directly by Defendants as hourly paid warehouse employees who worked at Amazon warehouses in the state of Nevada at any time from October 22, 2007 to April 3, 2020.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION CLAIMS. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHT TO MAKE A CLAIM FOR PAYMENT.

THIS NOTICE ASKS THAT YOU SUBMIT A CLAIM FORM (GREEN FORM), WHICH MUST BE POSTMARKED, OR FAXED ON OR BEFORE MAY 6, 2021, IF YOU WISH TO RECEIVE PAYMENT FOR YOUR SHARE OF THE SETTLEMENT

**OR**

SUBMIT A REQUEST FOR EXCLUSION FORM (YELLOW FORM) WHICH MUST BE POSTMARKED ON OR BEFORE MAY 6, 2021, IF YOU WISH TO BE EXCLUDED FROM THE CLASS.

**IF YOU SUBMIT A CLAIM FORM THAT IS POSTMARKED OR FAXED AFTER MAY 6, 2021, OR IF YOU SUBMIT A CLAIM FORM THAT IS NOT COMPLETELY FILLED OUT, YOUR CLAIM FORM WILL BE REJECTED AND YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT, BUT YOU WILL BE BOUND BY THE RELEASE AND ALL OTHER SETTLEMENT TERMS.**

**IF YOU SUBMIT AN EXCLUSION FORM THAT IS POSTMARKED AFTER MAY 6, 2021, YOUR EXCLUSION FORM WILL BE REJECTED AND YOU WILL BE BOUND BY THE CLASS RELEASE AND ALL OTHER SETTLEMENT TERMS.**

Pursuant to the Order of the Honorable Judge. David J. Hale of the United States District Court Western District of Kentucky, entered on February 25, 2021 YOU ARE HEREBY ADVISED: A settlement has been reached between the parties in the above-captioned lawsuit.

**1. WHY HAVE YOU RECEIVED THIS NOTICE?**

You have received this Notice because Defendants' records indicate that you were employed by Amazon.com, Inc. and/or Integrity Staffing Solutions, Inc. at some time during the Class Period as a non-exempt employee at an Amazon fulfillment warehouse in the state of Nevada. This Notice is designed to advise you of how you can participate in this settlement or, alternatively, how you can be excluded from or object to this settlement.

**2. HISTORY OF THE LITIGATION**

This class action was commenced on October 22, 2010. Plaintiffs JESSE BUSK, LAURIE CASTRO, SIERRA WILLIAMS, MONICA WILLIAMS ("Plaintiffs") brought the action against AMAZON.COM, INC. and INTEGRITY STAFFING SOLUTIONS INC. (collectively "Defendants") on behalf of themselves and all others similarly situated. The class action lawsuit alleges that Defendants did not pay the Class Members the wages for time spent undergoing Amazon's anti-theft security screening at the beginning of the lunch period and at the end of the day.

Defendants have denied and contested the allegations made in this case.

The total maximum amount of the proposed Settlement is \$13,500,000, from which court approved attorneys' fees and costs, service awards to the Class Representatives, and Claims Administrator costs will be deducted, leaving a "Net Settlement Fund." Settlement

awards will be paid out of the Net Settlement Fund to Class Members who timely file valid claims based on the number of shifts worked by each class member, in comparison to the total number of shifts worked by the entire class.

The Court has granted preliminary approval to a Joint Stipulation of Settlement and Release, which has been signed by the parties.

### **3. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

Settlement awards will be paid to each Class Member who submits a valid and timely Claim Form. All Claim Forms must be completed in their entirety to be considered valid. The Claims Administrator will compute the amount each class member will receive based on the total number of shifts worked during the Class Period.

#### **B. Release**

The Settlement Class (as defined in the Joint Stipulation of Settlement) fully and finally releases and discharges Defendants, and each and all of their respective past, present and future parents, subsidiaries, joint ventures, and affiliates; the past, present and future shareholders, directors, owners, officers, members, managers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and any individual or entity that could be jointly liable with any of the foregoing (collectively the “Released Parties”) from any and all claims of any kind whatsoever, whether known or unknown, whether based on common law, regulations, statute, or a constitutional provision, under state, federal or local law, arising out of the allegations made in the lawsuit captioned above (the “Action”), including but not limited to claims for or related to alleged unpaid wages, unpaid overtime, damages, penalties, interest, attorneys’ fees and costs, and all other claims and allegations made in the Action and that arise out of the facts or could have arisen out of the facts alleged in the Action, from October 22, 2007, up through and including the date of the Court’s Final Order and Judgment approving this Settlement. Notwithstanding the foregoing, nothing in this Agreement releases any claims that cannot be released as a matter of law.

#### **C. Additional Enhancement Payments for the Class Representative**

The Class Representatives, JESSE BUSK, LAURIE CASTRO, SIERRA WILLIAMS, MONICA WILLIAMS, will each receive an additional service payment for their service on behalf of the Class in an amount to be set by the Court not to exceed the sum of \$20,000 to Jesse Busk for having been the original plaintiff to bring this action and \$15,000 to each latter added Plaintiff, Laurie Castro, Sierra Williams, and Monica Williams. Any payment approved by the Court is for their time and effort expended on behalf of the Action and their willingness to accept the risk of paying Defendants’ costs in the event of an unsuccessful outcome.

#### **D. Attorneys’ Fees**

The attorneys for the class filed this action, have actively litigated the case and have brought it to resolution. They will request the Court award fees from the Settlement of 33 1/3% of the total settlement amount, or \$4,500,000 and also up to \$150,000 to reimburse them for litigation costs that they have advanced. The Court will determine the appropriate fees and costs.

#### **E. Support for the Settlement**

The Class Representative and counsel for the class (“Class Counsel”) strongly support this settlement. Based on their own thorough, independent investigation and evaluation of this case, Class Counsel are of the opinion that the settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of obtaining and maintaining certification of the Class, the defenses asserted by Defendants, the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendants contend they have no liability in this case, Defense counsel shares Class Counsel’s belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

#### **F. Claims Administrator**

The Claims Administrator will receive a payment for handling the claims administration for this case and its costs. It is estimated that the costs of claims administration should not exceed approximately \$105,000.

### **4. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

#### **A. Submitting a Claim (GREEN FORM)**

Anyone who wishes to submit a claim for money must complete the green Claim Form in its entirety, sign it, and submit it to the Claims Administrator by mail or fax, as described on the Claim Form. The Claim Form must be postmarked or faxed, no later than May 6, 2021. **If your Claim Form is postmarked or faxed after May 6, 2021, you will not receive any payment, but you will still be bound by the Release and all other Settlement Terms. It is strongly suggested, although not required, that you retain proof of your Claim Form submission.** If you lose, misplace, or need another Claim Form or a Request for Exclusion Form, you should contact the Claims Administrator at 1 (888) 427-9229.

If you dispute the number of shifts worked, you must submit evidence to the Clam Administrator no later than May 6, 2021, and the Claim Administrator will resolve the dispute.

**B. Excluding Yourself from the Settlement (YELLOW FORM)**

Any class member who does not wish to participate in the Settlement may exclude themselves (i.e., “opt-out”) by completing the yellow Request for Exclusion Form. The Request for Exclusion Form must be signed, dated, completed, and returned by registered or certified mail to:

**Busk v. Integrity Staffing Solutions, Inc.**  
**P.O. Box 26170**  
**Santa Ana, CA 92799**  
**Telephone: (888) 427-9229**  
**Fax: (714) 917-7455**

The Request for Exclusion Form must be postmarked no later than May 6, 2021. **If you submit an Exclusion Form that is postmarked after May 6, 2021, your Exclusion Form will be rejected, and you will be bound by the Release and all other Settlement Terms.** If the Request for Exclusion Form is sent from within the United States, it must be sent by registered or certified mail.

Persons who submit a Request for Exclusion may be contacted by either Class Counsel or Defense Counsel.

Any person who files a complete and timely Request for Exclusion Form shall, upon receipt by the Claims Administrator, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue individually any claims he/she may have against Defendants. If you wish to exclude yourself and wish to pursue an individual action, you should know there are time limits on your right to file any such individual action.

**DO NOT SUBMIT BOTH THE CLAIM FORM AND THE REQUEST FOR EXCLUSION FORM. IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION FORM WILL BE INVALID, YOU WILL BE INCLUDED IN THE SETTLEMENT CLASS, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.**

**C. Objection to Settlement**

You can object to the terms of the Settlement before final approval. If the Court rejects your objection, you will still be bound by the terms of the Settlement. To object to the Settlement, you must file a written objection and any notice of intention to appear at the final approval hearing currently set for May 19, 2021, at 1:00 p.m. (Eastern Standard Time) before the Honorable David J. Hale, United States District Court Judge for the Western District of Kentucky, located at 601 W. Broadway, Louisville, KY 40202., and send copies to the following via registered or certified mail:

CLASS COUNSEL:

Mark Thierman  
Joshua Buck  
**Thierman Buck, LLP**  
7287 Lakeside Drive  
Reno, NV 89511

DEFENDANTS' COUNSEL:

Joseph A. Nuccio  
Richard G. Rosenblatt  
**Morgan, Lewis & Bockius LLP**  
502 Carnegie Center  
Princeton, NJ 08540  
  
Rick Roskelley  
**Little Mendelson P.C.**  
3960 Howard Hughes Parkway, Suite 300  
Las Vegas, Nevada 89169

Any written objections must state specific reasons in support of your objection and any legal support for each objection. Your objection must also state your full name, address, telephone number, last 4 of your Social Security Number, and the dates of your employment with Defendants during the Class Period. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and received by each of the above-listed attorneys no later than May 6, 2021.

**DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance in this case either with or without your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Court and deliver copies to each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and received by the above attorneys no later than May 6, 2021. You may continue as a Settlement Class Member either with or without your own attorney, but you will be solely responsible for the fees and costs of your own attorney. The final approval hearing at which the Court will be asked to approve the Settlement will be at 1:00 p.m. (Eastern Standard Time) on May 19, 2021, before the Honorable David J. Hale, United States District Court Judge for the Western District of Kentucky, located at 601 W. Broadway, Louisville, KY 40202.

**D. Do Nothing**

You can decide to do nothing in response to this Notice of Settlement. ***Be advised that you will not receive any settlement payments unless you submit a claim form. If you choose to do nothing, you will still be bound by the Release even though you will not receive a settlement payment.*** If you want to receive payment of settlement funds, you must return the completed claim form (Green Form) by the specified time. If you do not want to be bound by the Release, you must exclude yourself from the settlement by sending in the Exclusion Form (Yellow Form).

**E. No Retaliation**

Whether you submit a claim form, exclude yourself from this settlement, object to this settlement or do nothing, you are protected by law from retaliation. Defendants do not tolerate or engage in retaliation.

**F. Contacting the Claims Administrator**

If you wish to contact Simpluris, Inc. you can do so either by mail or telephone using the information in Paragraph 4.B. above. Please tell them you are contacting them regarding “Busk v. Amazon.com, Inc., et al.”

**5. EFFECT OF THE SETTLEMENT**

**A. Released Rights and Claims**

It is the desire of Plaintiffs, Class Members and Defendants to fully, finally, and forever settle, compromise, and discharge disputes and claims alleged in the Action. Upon the Settlement Approval and Dismissal Order becoming final and nonappealable, Plaintiffs and each Class Member shall be bound by this Agreement as to the Released Claims, as defined above in Paragraph 3.B. above, and shall have recourse exclusively to the benefits, rights and remedies provided hereunder. In exchange for the consideration provided pursuant to this Agreement, Plaintiffs and each Class Member shall be deemed to have, and by operation of the Settlement Approval/Dismissal Order and Judgment shall have, fully, finally and forever released, relinquished and discharged Defendants from the Released Claims.

**6. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing at the United States District Court, Western District of Kentucky, Louisville Courthouse, located at 601 W. Broadway, Louisville, KY 40202 on May 19, 2021, at 1:00 p.m. (Eastern Standard Time), to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees, reimbursement of costs, and the service payments to be paid to the Class Representative.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing unless you wish to argue an objection.**

**7. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed “Joint Stipulation of Settlement and Release” which is on file with the Clerk of the Court. The pleadings and other records in this litigation may be examined at any time by visiting the Public Access to Court Electronic Records (PACER) at <https://www.kywd.uscourts.gov/>.

**DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

**IF YOU ARE SEPARATELY REPRESENTED BY YOUR OWN COUNSEL,  
DO NOT CONTACT CLASS COUNSEL; HAVE YOUR ATTORNEY CONTACT CLASS COUNSEL**

BY ORDER OF THE DISTRICT COURT