

THE HONORABLE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE: AMAZON RETURN POLICY
LITIGATION

No. 2:23-CV-1372-JNW

**PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AND ISSUANCE OF
NOTICE**

NOTING DATE: February 6, 2026

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Rules

Fed. R. Civ. P. 23 *passim*

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INTRODUCTION

After years of litigation and months of negotiation, the parties have agreed to a resolution of Plaintiffs’ claims concerning Amazon’s return and refund practices, providing in excess of \$1 billion of benefits for the class. The monetary relief from the settlement will likely represent a full recovery for every class member—plus interest. Moreover, the settlement provides for substantive changes to Amazon’s practices designed to prevent the recurrence of returns and retrocharge issues. This is an incredible result for the class, no matter what metric one uses.

The proposed settlement is fair, reasonable, and adequate: class representatives and Interim Class Counsel vigorously prosecuted the case and obtained an excellent result in the face of stiff opposition. Pursuant to Fed. R. Civ. P. 23(e), the Plaintiffs request that the Court: (1) preliminarily certify the Settlement Class and appoint class representatives and class counsel; (2) preliminarily approve the Settlement Agreement; (3) approve the proposed form and method of notice to the Settlement Class; and (4) schedule a Settlement Hearing to consider final approval of the Settlement and related matters.

FACTUAL BACKGROUND

This putative class action arises from Amazon’s alleged failure to honor its return and refund policies. Plaintiffs represent two putative nationwide classes of Amazon consumers who returned merchandise in compliance with Amazon’s policies but who were denied refunds. Dkt. 116 ¶225. Plaintiffs allege Amazon promises customers “free, no hassle returns,” but “routinely... fails to issue refunds or re-charges customers who have returned items in compliance with Amazon’s refund and exchange policies because of defects in Amazon’s return and refund processes, often incorrectly claiming that the return had not been received by Amazon.” *Id.* ¶4. Plaintiffs allege these failures can also occur due to human error. *Id.* ¶6. Plaintiffs also allege that Amazon knows that most of its customers do not notice, and as a result, Amazon’s practices result in substantial unjustified monetary losses by consumers. *Id.* ¶7.

PROCEDURAL HISTORY

A. The Pleadings

In August 2023, Plaintiffs brought a putative class action against Amazon, Inc., (“Amazon”),

1 asserting claims for breach of contract, breach of the duty of good faith and fair dealing, violation
 2 of Washington's Consumer Protection Act, money had and received, unjust enrichment, promissory
 3 estoppel, and conversion. Dkt. 1.

4 Shortly thereafter, two additional plaintiffs filed short but materially similar complaints
 5 against Amazon, *Srivastava v. Amazon.com, Inc.*, No. 23-cv-1545, Dkt. 1 (Oct. 5, 2023); *Jones*
 6 *Clark v. Amazon.com Inc.*, No. 23-cv-1702, Dkt. 1 (Nov. 7, 2023). The Court consolidated the cases
 7 and permitted plaintiffs' counsel to seek appointment as interim class counsel under Rule 23(g).
 8 Dkt. 32. After extensive briefing, the Court concluded the undersigned were "best suited to represent
 9 the interest of the class members here," appointed the undersigned as Interim Class Counsel, and
 10 directed Plaintiffs to file a consolidated complaint. Dkt. 56.

11 Plaintiffs filed their consolidated complaint in March 2024, Dkt. 58, and Amazon sought
 12 partial dismissal of some of Plaintiffs' claims under Federal Rule of Civil Procedure 12(b)(6), Dkt.
 13 62. The Court denied Amazon's motion. Dkt. 112. Plaintiffs amended their complaint again on May
 14 23, 2025. Dkt. 116.

15 The first proposed class consists of consumers who were denied refunds but (1) returned
 16 merchandise through an Amazon-designated carrier, or (2) were told that they need not return the
 17 merchandise to receive a refund. The second class includes consumers whom Amazon failed to
 18 refund despite receiving the returned merchandise at a return center. *Id.* ¶¶225. Between the two
 19 classes, Plaintiffs raise 14 causes of action, including breach of contract, violation of the duty of
 20 good faith, violation of the Washington Consumer Protection Act (CPA), unjust enrichment,
 21 promissory estoppel, and conversion. *Id.* ¶¶237-372.

22 **B. Discovery**

23 Discovery has been extremely hard-fought and necessary, but nonetheless burdensome and
 24 expensive. Schapiro & Zigler Decl. ¶¶33–87. Over the course of discovery, the parties have engaged
 25 in extensive document production and collected and reviewed hundreds of thousands of pages of
 26 documents. *Id.* The parties have also engaged in extensive correspondence, hours of meet and
 27 confers, and filed six motions to compel. *Id.* ¶¶45-87. Counsel for both parties have engaged in
 28 extensive back-and-forth with their clients to comply with discovery obligations, *id.* ¶¶33–87, which

1 has resulted in significant disruption to their lives and business operations.

2 **C. Mediation**

3 The parties began settlement discussions on February 16, 2025, and then turned to formal
4 mediation on May 27, 2025, *id.* ¶89, with Plaintiffs outlining the data they required to engage in
5 fruitful discussions. On March 3, 2025, the parties agreed to an informal pause of the litigation to
6 allow Amazon to collect the data Plaintiffs required. *Id.*

7 Beginning on May 27, 2025, the parties conducted an in-person mediation, facilitated by an
8 experienced mediator, Honorable Layn R. Phillips (Ret.) of Phillips ADR Enterprises. Phillips Decl.
9 ¶15. Although the initial mediation session was unsuccessful, the parties continued negotiations
10 with Judge Phillips' assistance over the next several months. *Id.* ¶¶15-16. On October 20, 2025, the
11 Parties reached an agreement in principle and entered a binding Term Sheet that set forth the material
12 terms and obligations with respect to the Settlement. Dkt. 157. The Parties notified the Court that
13 they had reached a settlement in principle, and asked that the case be stayed in order to facilitate
14 finalizing the Settlement, a request which the Court granted. Dkts. 157-159.

15 After entering the binding term sheet, counsel for the parties extensively met and conferred
16 over a long-form settlement agreement and worked to finalize the Settlement Agreement and
17 corresponding notice documents, subject to the Court's approval. Schapiro & Zigler Decl. ¶92. The
18 parties exchanged several drafts and revisions of the long-form agreement over a series of months,
19 and engaged in multiple rounds of discussion prompted by counsel's questions about Amazon's data
20 and documents. *Id.* The parties executed the long-form Settlement Agreement on January 23, 2026.
21 *Id.*

22 **THE TERMS OF THE SETTLEMENT**

23 **D. Proposed Class Definitions**

24 The "Settlement Class" is defined in the Settlement Agreement as follows:

25 All persons who initiated a return to Amazon or requested a refund regarding a
26 physical product purchased and (per Amazon's records) received in the U.S. after
27 being sold through Amazon.com from September 5, 2017 to the time the Class Data
28 is prepared, and who (1) incorrectly did not receive a refund from Amazon or
received an untimely or incorrect refund from Amazon; and/or (2) did receive a
refund but were later incorrectly charged by Amazon for the product(s) that was

(were) the subject of the return.¹

Settlement Agreement (attached as Exhibit A) ¶1.30.

E. Consideration

In addition to the more than \$600 million that is already or will shortly be in class members' hands, Holton Decl. ¶66, the settlement creates an additional \$309.5 million non-reversionary common fund for the benefit of Settlement Class Members. Ex. A ¶1.32. This fund will be used to pay additional refunds and interest to the class, settlement expenses and fees and costs. *Id.* ¶¶4.1, 6.4.

Amazon has also agreed to non-monetary consideration worth more than \$363,739,761 to the class. Holton Decl. ¶¶70-74. As described in the Settlement Agreement, Amazon has agreed to take six multilayered steps designed to improve its return and refund practices, including increased monitoring, an audit of potential technical issues related to refund processing, adopting automatic and manual refund processing redundancies, and improvements to customer notifications and communications. Ex. A ¶¶4.3.1, 4.3.2.

F. Release

Under the terms of the Settlement Agreement, members of the Settlement Class will release all claims related to the allegations in this action. *Id.* ¶8.1. Amazon will release all claims against Settlement Class Members arising out of the institution, prosecution, or settlement of the claims alleged here. *Id.* ¶8.2.

G. Settlement Administration

After a competitive bidding process, Plaintiffs selected Angeion Group (the "Settlement Administrator"), over four other administrators, to administer the Settlement. *See generally* Weisbrot Decl.

¹ Excluded from the Settlement Class are: Defendant; Defendant's employees and agents; any judge conducting proceedings in this action and the judge's parents, spouses and children as well as any other member of the judge's family residing in the judge's household; counsel of record in this Action; individuals and entities who validly and timely opt-out; the legal representatives, heirs, successors and assigns of any excluded person and the United States government; and any purchases from Amazon affiliates and subsidiaries, except where those (i) purchases occur on Amazon.com and (ii) returns are handled through Amazon's fulfillment channels. Ex. A ¶1.30.

LEGAL STANDARD

A certified class action may only be settled with court approval. *See* Fed. R. Civ. P. 23(e). “Approval of a settlement is a two-step process. Courts first determine whether a proposed class action settlement deserves preliminary approval including conditional class certification and then, after notice is given to class members, whether final approval is warranted.” *Carvalho v. HP, Inc.*, 2025 WL 588674, at *2 (N.D. Cal. Feb. 24, 2025) (cleaned up). Review of a district court’s approval of a settlement is “extremely limited.” *Briseno v. Henderson*, 998 F.3d 1014, 1022 (9th Cir. 2021). The appellate court “will rarely overturn an approval of a” compromised settlement “unless the terms of the agreement contain convincing indications that...self-interest rather than the class’s interest in fact influenced the outcome of the negotiations.” *Id.* (quoting *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003)).

“[T]here is an overriding public interest in settling and quieting litigation...particularly...in class action suits which are now an ever increasing burden to so many federal courts and which frequently present serious problems of management and expense.” *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976). When the parties settle before class certification, the district court must “peruse the proposed compromise to ratify both the propriety of the certification and the fairness of the settlement.” *Staton*, 327 F.3d at 952. Rule 23 requires that all class action settlements satisfy two primary prerequisites before a court may grant certification for purposes of preliminary approval: (1) that the settlement class meets the requirements for class certification if it has not yet been certified; and (2) that the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(a), (e)(2); *Hanlon*, 150 F.3d at 1020.

ARGUMENT

I. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

Following a Final Fairness hearing, the Court will likely find this matter satisfies each of Rule 23’s requirements.

A. Rule 23(a)’s requirements are met

1. Numerosity

A class can be sufficiently numerous when it includes as few as 40 members and when

1 general knowledge and common sense indicate that the class is large, the numerosity requirement is
 2 satisfied. *De Coster v. Amazon.com, Inc.*, 2025 WL 2836824, at *5 (W.D. Wash. Aug. 6, 2025).
 3 Here, the class consists of millions of Amazon customers who initiated a return but were incorrectly
 4 denied a refund. Numerosity is easily satisfied.

5 **2. Commonality**

6 To be common, the questions must be of “such a nature that [they are] capable of class-wide
 7 resolution,” such that determination of their “truth or falsity will resolve an issue that is central to
 8 the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338,
 9 350 (2011). “Plaintiffs ‘need not show...that every question in the case, or even a preponderance of
 10 questions, is capable of class wide resolution. So long as there is even a single common question, a
 11 would-be class can satisfy the commonality requirement of Rule 23(a)(2).’” *Pacito v. Trump*, 2025
 12 WL 2418524, at *2 (W.D. Wash. July 30, 2025) (*quoting Parsons v. Ryan*, 754 F.3d 657, 675 (9th
 13 Cir. 2014)).

14 Here, all Settlement Class Members’ claims share numerous common questions of law and
 15 fact that go to the central issue of liability and damages. The common issues include, for example,
 16 whether Amazon failed to issue Settlement Class Members refunds; the interpretation and scope of
 17 Amazon’s policies governing returns and refunds; the nature of the contract between the parties;
 18 Amazon’s obligations regarding returns and refunds; Settlement Class Members’ obligations
 19 regarding returns and refunds; Amazon’s liability under Washington statutory and common law;
 20 and the reasons why Amazon failed to provide certain refunds. The Settlement Class satisfies
 21 commonality.

22 **3. Typicality**

23 “Typicality focuses on the class representative’s claim—but not the specific facts from
 24 which the claim arose—and ensures that the interest of the class representative aligns with the
 25 interests of the class.” *Small v. Allianz Life Ins. Co. of N. Am.*, 122 F.4th 1182, 1201-02 (9th Cir.
 26 2024). “Measures of typicality include whether other members have the same or similar injury,
 27 whether the action is based on conduct which is not unique to the named plaintiffs, and whether
 28 other class members have been injured by the same course of conduct.” *Id.* at 1202. Similarly,

1 differences that may exist in the amount of injury suffered by each class member do not render
2 plaintiffs' claims atypical. *Armstrong v. Davis*, 275 F.3d 849, 869 (9th Cir. 2001).

3 In this case, all ten Plaintiffs have experienced injuries that are typical to the others and to
4 those of the Settlement Class generally. Plaintiffs allege they purchased items from Amazon,
5 initiated returns with Amazon, dropped off the items with Amazon's designated returns carriers;
6 received notification that their return had been completed, and were denied refunds from Amazon.
7 There are no material factual differences among Plaintiffs' allegations and the injuries experienced
8 by the Settlement Class. Plaintiffs' interests are therefore coextensive and typical.

9 4. Adequacy

10 "The adequacy inquiry is addressed by answering two questions: (1) do the named plaintiffs
11 and their counsel have any conflicts of interest with other class members and (2) will the named
12 plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Kim v. Allison*,
13 87 F.4th 994, 1000 (9th Cir. 2023). "Only conflicts that are fundamental to the suit and that go to
14 the heart of the litigation prevent a plaintiff from meeting the Rule 23(a)(4) adequacy requirement."
15 *Allison*, 87 F.4th at 1000. "Although there are no fixed standards by which 'vigor' can be assayed,
16 considerations include competency of counsel and, in the context of a settlement-only class, an
17 assessment of the rationale for not pursuing further litigation." *Id.* at 1002.

18 Plaintiffs and Interim Class Counsel have adequately represented the Settlement Class
19 throughout this Action. *See generally* Schapiro & Zigler Decl.; Phillips Decl. ¶¶10, 20-22, 24. When
20 the Court appointed counsel, it explained that it had "no concern about whether [the undersigned]
21 would devote the necessary resources to pursue the case to the fullest extent possible" because they
22 "have extensive experience litigating consumer class action cases with great success, including
23 against Amazon." Dkt. 56 at 5. The Court also noted that the undersigned had "done an exceedingly
24 thorough job working up the case," demonstrating "they are the most knowledgeable about the
25 policies and practices at issue and best prepared to advance the litigation." *Id.*

26 The Court's findings have been borne out. This Settlement could not have been possible
27 without the significant investment and months of investigation and coordination between Plaintiffs
28 and their counsel leading up to litigation. Schapiro & Zigler Decl. ¶¶5-15. And it would not have

1 been possible without counsel's diligent prosecution of the interests of the class. *Id.* ¶¶16-93;
 2 Phillips Decl. ¶¶10, 20-22, 24.

3 For their part, Plaintiffs have no antagonistic interests to other class members, their claims
 4 are typical of Settlement Class Members' claims, and they share an interest with the other Settlement
 5 Class Members in obtaining the largest possible recovery for the Settlement Class. *Mild v. PPG*
 6 *Indus., Inc.*, 2019 WL 3345714, at *3 (C.D. Cal. July 25, 2019) ("Because Plaintiff's claims are
 7 typical of and coextensive with the claims of the Settlement Class, his interest in obtaining the
 8 largest possible recovery is aligned with the interests of the rest of the Settlement Class members.").
 9 Plaintiffs have worked closely with Interim Class Counsel throughout the pendency of this Action,
 10 investing significant time and resources to respond to discovery and help counsel investigate their
 11 claims and prepare for litigation. *See, e.g.*, Schapiro & Zigler Decl. ¶¶11, 14, 76, 79.

12 At all times, Plaintiffs and their counsel have worked diligently to advance the interests of
 13 the Settlement Class and will continue to do so through the final settlement approval and distribution
 14 process.

15 **B. Certification under Rule 23(b)(3) is appropriate**

16 Plaintiffs seek certification under Rule 23(b)(3), which requires that "questions of law or
 17 fact common to class members predominate over any questions affecting only individual members,
 18 and that a class action is superior to other available methods for fairly and efficiently adjudicating
 19 the controversy." Fed. R. Civ. P. 23(b)(3).

20 **1. Predominance**

21 The settlement class satisfies Rule 23(b)(3) because common questions predominate over
 22 questions affecting individual class members. The predominance inquiry asks whether Rule
 23 23(a)(2)'s common questions "are more prevalent or important than the non-common, aggregation-
 24 defeating, individual issues." *Tyson Foods*, 577 U.S. at 453. Rule 23(b)(3) does not require that all
 25 elements of a claim be susceptible to class-wide proof; rather, it requires only that common
 26 questions "predominate over any questions affecting only individual members." Fed. R. Civ. P.
 27 23(b)(3); *see also Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013).

Assessing the predominance of common questions begins “with the elements of the underlying cause of action.” *Erica P. John Fund, Inc. v. Halliburton Co.*, 563 U.S. 804, 809 (2011). As discussed above, any factual differences affecting individual class members are materially insignificant in relation to the predominant common questions. The core issues concerning liability and damages are common to all Settlement Class Members. For example, Amazon’s liability under its policies and practices and under any contracts between the parties all turn on the same legal principles and evidence. Thus, predominance is easily satisfied here. *Negrete v. Allianz Life Ins. Co. of N. Am.*, 238 F.R.D. 482, 492 (C.D. Cal. 2006). On the other hand, if, for example, Settlement Class Members brought their claims individually, those proceedings would be inherently duplicative and wasteful. Under the proposed Settlement, there will not need to be a class trial, meaning there are no potential concerns about individual issues, if any, creating trial inefficiencies. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 560 (9th Cir. 2019) (individual questions “primarily implicat[ing] trial management issues, [are] not consider[ed] when conducting a predominance analysis for a settlement class.”).

2. Superiority

For a settlement class, superiority is more easily established. *Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems...for the proposal is that there be no trial.”). Class treatment is superior to other methods for the resolution of this case, including from a judicial efficiency perspective and given the relatively small amounts of alleged damages for each individual consumer. Many of the Settlement Class Members are individuals for whom prosecution of a costly individual action for relatively minor damages arising from retail transactions is not a realistic or efficient alternative. Indeed, litigating every class member’s claims separately would result in a waste of judicial and party resources, given that the vast majority of evidence of liability would be identical. *See Hanlon*, 150 F.3d at 1023. A class action settlement avoids the duplication of efforts and inconsistent rulings. By efficiently resolving the claims of the entire Settlement Class at once, this Action satisfies the superiority requirement.

The Court should preliminarily certify the Settlement Class as this Action satisfies each of

1 the Rule 23(a) and (b)(3) requirements.

2 **3. Interim Class Counsel should be appointed as Class Counsel**

3 Rule 23(g) separately asks this Court to appoint class counsel to represent the settlement
4 class. At the outset of this action, the Court appointed the undersigned Interim Co-Lead Counsel for
5 Plaintiffs after a competitive application process. Given Interim Co-Lead Counsel's work in this
6 action, their collective expertise and experience in handling similar actions, and the resources they
7 have committed to representing the class, the Court should make its decision permanent. The
8 undersigned should be appointed as Class Counsel for the proposed settlement class under Rule
9 23(g)(3) and confirmed under Rule 23(g)(1).

10 **C. The Settlement Is Facially Fair, Reasonable, and Adequate.**

11 At the preliminary phase of settlement, the Court need only find that "the settlement falls
12 'within the range of possible approval.'" *Booth v. Strategic Realty Tr., Inc.*, 2015 WL 3957746, at
13 *6 (N.D. Cal. June 28, 2015) (*quoting In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080
14 (N.D. Cal. 2007)). Courts examine "the settlement taken as a whole, rather than the individual
15 component parts...for overall fairness." *Hanlon*, 150 F.3d at 1026. As shown below, the Settlement
16 falls well within the range of possible approval because it is facially fair, reasonable and adequate.

17 Rule 23(e)(2) governs final approval and requires courts to determine if a proposed
18 settlement is fair, reasonable, and adequate, in that:

19 (A) the class representatives and class counsel have adequately represented the class;
20 (B) the proposal was negotiated at arm's length; (C) the relief provided for the class
21 is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii)
22 the effectiveness of any proposed method of distributing relief to the class, including
23 the method of processing class-member claims; (iii) the terms of any proposed award
24 of attorney's fees, including timing of payment; and (iv) any agreement required to
25 be identified under Rule 23(e)(3); and (D) the proposal treats class members
26 equitably relative to each other.

27 Fed. R. Civ. P. 23(e)(2). In addition, the Ninth Circuit uses the following factors to guide preliminary
28 approval, some of which overlap with Rule 23(e)(2): "the strength of the plaintiffs' case; the risk,
expense, complexity, and likely duration of further litigation; the risk of maintaining class action
status throughout the trial; the amount offered in settlement; the extent of discovery completed and
the stage of the proceedings; the experience and views of counsel; the presence of a governmental

1 participant; and the reaction of the class members to the proposed settlement.” *Hanlon*, 150 F.3d at
 2 1026. As shown below, the Settlement falls well within the range of possible approval because it
 3 squarely satisfies these requirements, and the Court will likely be able to approve the Settlement as
 4 fair, reasonable and adequate.

5 **1. The relief provided to the Settlement Class is far more than “adequate”**
 6 **(Rule 23(e)(2)(C))**

7 The relief provided to the class is more than “adequate,” considering (i) the costs, risks, and
 8 delay of trial and appeal; (ii) the effectiveness of the proposed distribution plan; (iii) the terms of
 9 any proposed award of attorney’s fees; and (iv) any agreement required to be identified under Rule
 10 23(e)(3). *See* Fed. R. Civ. P. 23(e)(2)(C).

11 (a) Rule 23(e)(2)(C)(i): The costs, risks, and delay of trial and appeal
 12 weigh in favor of the Settlement

13 The proposed settlement provides consideration valued at more than \$1 billion to the class.
 14 This is real monetary relief flowing directly to the class, whose members are likely to recover the
 15 full amount of any incorrectly denied refund or retrocharge—plus interest. Moreover, the settlement
 16 provides for substantive changes to Amazon’s practices designed to prevent the recurrence of the
 17 issues and practices that caused these widespread problems.

18 In addition to the more than \$600 million that is already or will shortly be in class members’
 19 hands, Holton Decl. ¶66, the settlement creates an additional \$309.5 million non-reversionary
 20 common fund for the benefit of Settlement Class Members. The consideration offered here is
 21 astonishing given the substantial risks and delay of ongoing litigation in this case. “[I]t is well-
 22 settled law that a proposed settlement may be acceptable even though it amounts to only a fraction
 23 of the potential recovery that might be available to the class members at trial.” *In re MacBook*
 24 *Keyboard Litig.*, 2023 WL 3688452, at *9 (N.D. Cal. May 25, 2023).

25 Although Plaintiffs’ claims survived Amazon’s dismissal motion, there are risks to
 26 protracted litigation, and Amazon denies any wrongdoing and would present a multi-pronged
 27 defense. Plaintiffs and Interim Class Counsel believe they would prevail at trial, but they recognize
 28 the significant risk and expense that would be necessary to prosecute Plaintiff’s claims successfully

1 through class certification, extensive discovery, summary judgment, trial, and subsequent appeals,
2 as well as the inherent difficulties and delays complex litigation like this entails. Counsel for the
3 Plaintiffs have carefully considered and evaluated the relevant legal authorities and evidence to
4 support the claims and defenses, the likelihood of prevailing on the claims or defenses, the risk,
5 expense and duration of continued litigation and the likely appeals, and have concluded that the
6 settlement is a favorable resolution of the Litigation for all parties. The Settlement Agreement
7 removes the potential for continuing trial and appellate proceedings on the merits, which may take
8 several years to complete and be extremely costly and the outcome of which is uncertain.

9 (b) Rule 23(e)(2)(C)(ii): The distribution plan is straightforward

10 The Settlement divides affected Amazon customers into two groups: Settlement Subclass A
11 and Settlement Subclass B. Settlement Subclass A contains customers who experienced failed
12 refunds or retrocharges due to computer and payment processing errors and those where Amazon's
13 records reflect that the return did not complete Amazon's review process, for example, because said
14 return was potentially lost in transit. Settlement Subclass B contains all other customers who
15 experienced failed refunds or retrocharges. These transactions include the mishandling and
16 misorting situations where Amazon made errors in grading that resulted in a customer receiving
17 less than they would have otherwise received but the records available to Amazon do not establish
18 that it is more likely than not Amazon incorrectly processed the return.

19 The claims process should "facilitate[] filing legitimate claims," and "deter or defeat
20 unjustified claims," but not be "unduly demanding." Fed. R. Civ. P. 23 (e)(2) 2018 advisory
21 committee notes. Members of Settlement Subclass A will receive a direct payment of the amount of
22 unpaid refund Amazon's records indicate they are owed and an additionally a proportional amount
23 of the remainder of the fund representing a payment of interest. These payments to Settlement
24 Subclass A will be based solely on Amazon's records and will not require class members to file
25 claims.

26 Potential Settlement Subclass B members will have to offer some proof of class membership
27 as Amazon's records alone do not establish an unpaid refund. However, Amazon's available records
28 will be used to facilitate the claims process allowing class members to submit claims online without

1 requiring unnecessary data entry.

2 (c) Rule 23(e)(2)(C)(iii): Counsel will seek reasonable attorneys' fees.

3 In evaluating the adequacy of the proposed settlements, the Court must also take into account
4 the terms of any proposed attorneys' fees, including the timing of payment. Fed. R. Civ. P.
5 23(e)(2)(C)(iii). The Settlement Agreement does not contemplate a specific award of attorneys' fees.
6 Instead, it caps Plaintiffs' request at \$100 million and provides that any Court-awarded fees will be
7 paid from the Settlement Fund. Because any fee award will be subject to this Court's approval, it
8 will necessarily be reasonable.

9 (d) Rule 23(e)(2)(C)(iv): Other related agreements.

10 Rule 23(e)(3) requires parties to identify "any agreement made in connection with" the
11 settlement. This provision is aimed at "related undertakings that, although seemingly separate, may
12 have influenced the terms of the settlement by trading away possible advantages for the class in
13 return for advantages for others." Fed. R. Civ. P. 23(e) 2003 advisory committee notes. There are
14 no other agreements that the parties have made in connection with the Settlement.

15 **2. The Settlement Agreement Treats Settlement Class Members Equitably**
16 **(Rule 23(e)(2)(D))**

17 The proposed Settlement Agreement does not contemplate any unwarranted preferential
18 treatment of class representatives or segments of the class. *See* Fed. R. Civ. P. 23(e)(2)(D). A
19 settlement's apportionment of relief among class members should take "appropriate account of
20 differences among their claims." Fed. R. Civ. P. 23(e)(2) 2018 advisory committee notes. *See also*,
21 *Radcliffe v. Hernandez*, 794 F. App'x 605, 607-08 (9th Cir. 2019) (class members were treated
22 equitably when "Plaintiffs sought to provide additional relief to plaintiffs who alleged more concrete
23 material harms than other[s]"); *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 273 (3d Cir.
24 2009) (approving settlement "allocated in such a way that policyholders who likely incurred the
25 most damage are entitled to a larger proportion of the recovery than those whose injuries were less
26 severe").

27 Under the terms of the Settlement Agreement, recovery to individual class members is tied
28 to the value of their unpaid refunds. Members of both subclasses are expected to receive a full refund

1 plus interest. The only distinction between the two classes is the amount of proof necessary to
 2 demonstrate membership in the class which is necessary due to the records available. As courts have
 3 repeatedly held, this is a reasonable and fair way to compensate classes. *Four in One Co. v. S.K.*
 4 *Foods, L.P.*, 2014 WL 4078232, at *15 (E.D. Cal. Aug. 14, 2014) (approving “plan of allocation
 5 providing for a pro rata distribution of the net settlement fund based on verified claimants’ volume
 6 of qualifying purchases” as “fair, adequate, and reasonable”).

7 The proposed plan of allocation is thus “fair, adequate, and reasonable” and merits approval.

8 **3. The Settlement Is The Product Of Arms’-Length Negotiations**

9 Courts “put a good deal of stock in the product of an arms-length, non-collusive, negotiated
 10 resolution.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). The parties engaged
 11 in months of arm’s-length negotiations, wrestling back and forth on the contours of this Settlement.
 12 Phillips Decl. ¶3, 15-24. The parties often relied on Judge Phillips, an experienced mediator, to
 13 navigate past impasses and stalls in the negotiations. *Id.*; *Satchell v. Fed. Express Corp.*, 2007 WL
 14 1114010, at *4 (N.D. Cal. Apr. 13, 2007) (“The assistance of an experienced mediator in the
 15 settlement process confirms that the settlement is non-collusive.”). Years of hard-fought litigation
 16 preceded the negotiations, and the parties continued to brief adversarial discovery motions while
 17 Judge Phillips assisted with negotiations. *See generally* Schapiro & Zigler Decl. Accordingly, the
 18 settlement discussions were at all times adversarial, producing a result that the parties believe to be
 19 in their respective best interests. The arm’s-length nature of the negotiations and Judge Phillips’
 20 involvement support the conclusion that the Settlement is fair and was achieved free of collusion.
 21 *See Four In One Co. v. S.K. Foods, L.P.*, 2014 WL 28808, at *6 (E.D. Cal. Jan. 2, 2014)
 22 (preliminarily approving settlement reached as a result of mediation before Judge Phillips); *In re*
 23 *Celera Corp. Sec. Litig.*, 2015 WL 1482303, at *5 (N.D. Cal. Mar. 31, 2015) (agreeing that “the
 24 mediation process [with Judge Phillips] must have assisted the parties to gain a better understanding
 25 of their respective strengths and weaknesses to litigate this case” and finding “these factors weigh
 26 in favor of settlement”); *Rieckborn v. Velti PLC*, 2015 WL 468329, at *6 (N.D. Cal. Feb. 3, 2015)
 27 (granting final approval because “[d]espite reaching settlement relatively early in the life span of
 28 this case,” mediation before Judge Phillips “show[s] that [plaintiffs] decision to settle was made on

1 the basis of a thorough understanding of the relevant facts and law”); *Grey Fox, LLC v. Plains All-*
 2 *Am. Pipeline, L.P.*, 2024 WL 4267431, at *1 (C.D. Cal. Sept. 17, 2024) (similar).

3 This process for developing the Settlement Agreement bears all the hallmarks of arms-length
 4 negotiation. *See In re Lyft, Inc. Sec. Litig.*, 2022 WL 17740302 at *4 (N.D. Cal. Dec. 16, 2022)
 5 (granting preliminary approval where the “parties reached the settlement with the assistance of an
 6 experienced mediator after two-and-a-half years of litigation, extensive discovery and motion
 7 practice, and months of negotiations” and noting the absence of any “subtle signs of collusion” such
 8 as reversions or clear-sailing agreements).

9 **4. Plaintiffs And Interim Class Counsel Have Adequately Represented**

10 **The Class**

11 As discussed at length above, Plaintiffs and Interim Class Counsel have adequately
 12 represented the Settlement Class throughout this Action. This Settlement Agreement is a product of
 13 their diligent representation. Interim Class Counsel have worked tirelessly to achieve this result for
 14 the Settlement Class and Plaintiffs have no antagonistic interests to other Settlement Class Members.
 15 At all times, Plaintiffs and their counsel have worked diligently to advance the interests of the
 16 Settlement Class and will continue to do so through the final settlement approval and distribution
 17 process.

18 **II. THE COURT SHOULD APPROVE THE NOTICE PLAN.**

19 A court approving a class action settlement must “direct notice in a reasonable manner to all
 20 class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). For a Rule
 21 23(b)(3) class, the court must also “direct to class members the best notice that is practicable under
 22 the circumstances, including individual notice to all members who can be identified through
 23 reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). A class action settlement notice is satisfactory if it
 24 generally describes “the terms of the settlement in sufficient detail to alert those with adverse
 25 viewpoints to investigate and to come forward and be heard.” *In re Online DVD-Rental Antitrust*
 26 *Litig.*, 779 F.3d 934, 946 (9th Cir. 2015).

27 Plaintiffs propose an efficient and straightforward program designed by experienced
 28 Settlement Administrator, Angeion Group. Class membership will be determined by data that

1 Amazon will provide to the Settlement Administrator. The Settlement Administrator has used its
2 experience and expertise to develop a multilingual Email and Long Form Notice of this Settlement.
3 Plaintiffs submit for approval proposed notices to class members (*see* Ex. A, Exs. 1-6). The proposed
4 notices are written in plain and easy-to-understand language. They set forth a clear schedule of
5 deadlines and provide class members with at least 60 days to opt out of or object to the Settlement.
6 And they also inform class members that Interim Class Counsel will request attorneys' fees.

7 Within 30 days of the Court's Preliminary Approval Order, Interim Class Counsel will cause
8 the Settlement Administrator to provide email notices to the last known email for each Settlement
9 Class Member's Amazon account. If the email notice is returned undelivered, the Settlement
10 Administrator will send the Email Notice to any alternate email associated with the Amazon account
11 in question. And the Settlement Administrator will provide three reminder emails. Because class
12 membership and class contact info can be determined from Amazon's data, this notice plan is
13 calculated to reach a broad section of the class.

14 The Settlement Administrator will also create and maintain a dedicated Settlement Website,
15 which will contain: (i) instructions on how to obtain payments from the Settlement Fund; (ii)
16 instructions on how to contact the Settlement Administrator for assistance; (iii) the Long Form
17 Notice; (iv) this Settlement Agreement; (v) any orders issued in this Action regarding the
18 Settlement; (vi) Plaintiffs' motion for attorneys' fees, costs and service award(s); (vii) procedural
19 information regarding the status of the Court-approval process; and (viii) any other information the
20 Parties determine is relevant to the Settlement. The Settlement Website shall provide Settlement
21 Class Members a mechanism by which Claimants can submit Claims electronically.

22 Finally, on the date of notice of this Settlement, and again 30 days later, the Settlement
23 Administrator will issue the Press Release publicizing the existence of the Settlement Website.

24 The Settlement Administrator will maintain a dedicated toll-free telephone number for Class
25 members to call.

26 Between each of these notice options, the notice plan provides sufficient detail and is
27 reasonably likely to reach the vast majority of Settlement Class Members. Plaintiffs request that the
28 Court authorize Interim Class Counsel to spend up to \$5,000,000 of the Settlement Fund to retain

the Settlement Administrator and for the purpose of effectuating notice and claims administration consistent with the Settlement Agreement and Rule 23.

“Although first class mail may often be the preferred primary method of giving notice, courts and counsel have begun to employ new technology to make notice more effective. Because there is no reason to expect that technological change will cease, when selecting a method or methods of giving notice courts should consider the capacity and limits of current technology, including class members’ likely access to such technology.” Fed. R. Civ. P. 23 (c)(2) 2018 advisory committee notes. The class in this case consists of Amazon customers – online shoppers. Email notice is the best notice practicable to this class.

A. The Court Should Approve The Proposed Schedule

Plaintiffs propose the following schedule for class notice and final approval:

Event	Proposed Deadline For Compliance
Preliminary Approval Hearing	TBD, based on the Court’s convenience
Preliminary Approval	Date of the Court’s decision on preliminary approval
Settlement Notice	Within 30 days of Preliminary Approval
Second Press Release	30 days after Settlement Notice
Opt-Out Deadline	60 days after Settlement Notice
Objection Deadline	60 days after Settlement Notice
Claims Deadline	60 days after Settlement Notice
Deadline For Filing Papers In Support Of The Settlement	90 days after Settlement Notice
Final Fairness Hearing	120 days after Settlement Notice, or whatever date the Court establishes

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully submit that the Court should preliminarily approve the Settlement Agreement.

1 Dated: January 23, 2026

Respectfully submitted,

3 By: /s/ Nolan K. Anderson

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5 Nolan K. Anderson, WSBA #59691

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By: /s/ Aaron M. Zigler

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Interim Class Counsel

CERTIFICATE OF COMPLIANCE

I certify that this memorandum contains 5,998 words, in compliance with the Local Civil Rules and the Court's January 21, 2026 Order permitting an overlength brief.

DATED: January 23, 2026

/s/ Nolan K. Anderson
Nolan K. Anderson, WSBA #59691

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED: January 23, 2026

/s/ Nolan K. Anderson

Nolan K. Anderson, WSBA #59691

THE HONORABLE JUDGE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE: AMAZON RETURN POLICY
LITIGATION

Case No.: 2:23-cv-01372-JNW

**DECLARATION OF ANDREW H.
SCHAPIRO AND AARON ZIGLER IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL**

I, Andrew H. Schapiro, and I, Aaron Zigler, hereby jointly state as follows:

Mr. Schapiro is a partner at the law firm Quinn Emanuel Urquhart & Sullivan, LLP, Interim Class Counsel for Plaintiffs in the above-captioned action. Mr. Zigler is a partner at the law firm Zigler Law Group, Interim Class Counsel for Plaintiffs in the above-captioned action. We jointly submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval based on personal knowledge and a review of the case file.

INTRODUCTION

As Interim Class Counsel, Zigler Law Group (**ZLG**) and Quinn Emanuel (**QE**) represent a putative class of Amazon customers who were wrongfully denied refunds for items they purchased and returned to Amazon. This declaration is an overview of the work performed by Interim Class Counsel that was necessary to understand the claims and defenses in this case, evaluate them, and ultimately elect to reach this Settlement rather than continue to litigate and take this case to trial.

This case was fiercely litigated. To obtain evidence to prove their claims, Interim Class Counsel expended substantial time and resources advancing the class's claims. These efforts produced evidence that has helped Plaintiffs evaluate the strengths of the claims and defenses in this action, as

1 well as the risks.

2 The evidence obtained by Interim Class Counsel was instrumental to the successful outcome
3 of the litigation and Plaintiffs' investigation of their claims. Plaintiffs further developed an
4 understanding of their claims in litigation and confirmatory discovery. In addition to the monetary
5 relief secured here, Amazon has committed to changing the practices challenged in the Complaint.

6 In light of what has been achieved in this case, and the changes and improvements by Amazon,
7 many of which were implemented during this litigation, we submit that the Settlement is an
8 outstanding result that merits Court approval.

9
PRE-LITIGATION INVESTIGATION

10 The investigation into Amazon's return and refund practices originated in late 2022, when
11 ZLG employee Blair Zigler personally experienced Amazon's alleged practice of wrongfully denying
12 refunds. Dkt. 46 ¶7. She again experienced wrongful denials of refunds in early 2023. Id. ¶8.

13 Some of Ms. Zigler's 2023 experiences comprise the allegations relating to Customer 1 in the
14 First Amended Consolidated Complaint. Dkt. 116 (FACC) ¶¶47–74. She ordered two pairs of sandals
15 in April 2023 (id. ¶47), requested to return them (id. ¶52), and dropped them off at a UPS location as
16 instructed by Amazon (id. ¶54). Amazon issued her an advanced refund, notified her the return was
17 complete (id. ¶53), and its records confirmed delivery of the sandals to Amazon's fulfillment center
18 (id. ¶55). But the next month Amazon sent Ms. Zigler a message reminding her to return the sandals
19 Amazon had already received. Id. ¶¶56. In June 2023, Amazon recharged Ms. Zigler for the sandals
20 on the basis that it had not received the sandals. Id. ¶59. Ms. Zigler contacted an Amazon customer
21 service representative who apologized, stated the error was due to "some system technical issue," and
22 had a refund issued. Id. ¶¶60–61.

23 Around the same time, Ms. Zigler experienced a materially similar set of facts after she
24 purchased and returned two infant swaddle sacks. Id. ¶¶62–74.

25 On May 8, 2023, In conjunction with ZLG attorneys, Ms. Zigler began investigating whether
26 other Amazon customers had experienced similar wrongful denials of refunds. Dkts. 46 ¶10; 45 ¶20.
27 During the course of this pre-suit investigation, Ms. Zigler interviewed 71 individuals about their
28 experience with Amazon returns, and any instances in which they had been re-charged by Amazon

1 for an item which had been timely returned. Dkt. 46 ¶10. During the investigation Ms. Zigler also
2 reviewed and analyzed online message boards and news articles, and discovered dozens of other
3 Amazon consumers encountered the same issues. Dkt. 46 ¶11.

4 Around June 2023, after determining that Amazon's practice of recharging its customers for
5 previously returned items appeared to be systemic and recurring nationwide, ZLG attorneys and staff
6 began identifying and researching potential legal claims, analyzing Amazon's conditions of use and
7 returns and refund policies, and drafting a proposed complaint. Id. ¶12; Dkt. 45 ¶25.

8 Also in June 2023, ZLG partnered with QE to bring both firms' resources to bear on behalf of
9 the putative class. QE, like ZLG, also has experience litigating consumer protection class actions
10 against Amazon. Dkt. 45 ¶¶ 23–24.

11 On June 22, 24, and 25, 2023, respectively, Sima Hernandez, Melissa Urbancic, and Jill
12 Cappel, the original plaintiffs to this litigation (Dkt. 1), retained ZLG to represent them in this
13 litigation. Dkts. 45 ¶29, 46 ¶13. ZLG staff performed detailed background checks on each of the clients
14 to ensure they could be found to be adequate class representatives. Dkt. 45 ¶29. ZLG staff has
15 remained in regular contact with them about the litigation's progress. Dkt. 46 ¶13.

16 Over the next several weeks and months, ZLG and QE attorneys and staff held weekly calls
17 to discuss the findings of their ongoing legal and factual investigations into plaintiffs' and the putative
18 class's claims and to strategize regarding the contents of the proposed complaint. Dkt. 45 ¶¶26–27,
19 30–36.

20 On August 26, 2023, a draft of the Original Complaint was shared with the original Plaintiffs
21 for review and approval, and the complaint was filed on September 5, 2023. The Original Complaint
22 contains dozens of pages with nearly 150 paragraphs of detailed allegations. Dkt. 1. It asserts claims
23 for breach of contract, violation of Washington's Consumer Protection Act, money had and received,
24 unjust enrichment, and conversion. Id. ¶¶98–148

25 Since the filing of this matter, Interim Class Counsel have received regular inquiries from
26 hundreds of other affected Amazon customers about the status of the case and how they can
27 participate. Counsel have continued to investigate and vet their claims and have offered to represent
28 those whose facts will further the litigation.

1 The Settlement Agreement was made possible only through Interim Class Counsel's
2 substantial investment of time and resources long before this case was filed.

3 **CONSOLIDATION AND APPOINTMENT OF COUNSEL**

4 **October 5, 2023:** A short complaint containing identical causes of action was filed by separate
5 counsel in *Srivastava v. Amazon*, Case No. 2:23-cv-01545-JNW (W.D. Wash), Dkt 1. Shortly
6 thereafter, Interim Class Counsel and the *Srivastava* counsel met and conferred regarding the
7 possibility of jointly representing all plaintiffs, but Interim Class Counsel ultimately concluded that
8 such an arrangement would not be in the best interests of the class.

9 **October 11, 2023:** The Court issued an Initial Scheduling Order requiring the Parties to hold
10 a Rule 26(f) conference by November 1, 2023 and setting other initial deadlines. Dkt. 19.

11 **October 24, 2023:** All the parties to the *Abbott* and *Srivastava* cases jointly filed a motion to
12 consolidate the two cases, but each disagreed with exactly how the case should proceed. Interim Class
13 Counsel proposed that the Court largely hold Amazon to the deadlines in the Initial Scheduling Order
14 and order plaintiffs' counsel to submit competing motions for appointment as lead counsel.

15 **October 31, 2023:** In accordance with the Court's Initial Scheduling Order, the Parties held a
16 Federal Rule of Civil Procedure 26(f) to discuss a proposed case schedule and discovery plan and the
17 remaining topics listed in the Court's Initial Schedule Order. Dkt. 82 ¶3. Following the conference,
18 Interim Class Counsel began preparing a joint status report, protective order, and ESI agreement.

19 **November 7, 2023:** Another short complaint containing identical causes of action was filed
20 by a third group of counsel in *Jones Clark v. Amazon.com Inc.*, No. 23-cv-1702 (Nov. 7, 2023), Dkt.
21 1.

22 **November 13, 2023:** The Court issued an order consolidating all three matters into the *Abbott*
23 docket and recaptioned the consolidated cases as *In re: Amazon Return Policy Litigation*. Dkt. 32. The
24 Court then struck all case deadlines and ordered briefing from all plaintiffs' counsel regarding
25 appointment of interim class counsel. *Id.*

26 **December 18, 2023:** ZLG and QE and the remaining plaintiffs' counsel completed briefing
27 their respective motions for appointment of lead counsel. ZLG and QE argued that it was in the best
28 interests of the class for them to be appointed interim class counsel. Dkt. 44, 53, 55. They pointed out

1 that their substantial investment of time and resources had already produced a superior result for the
2 class. ZLG and QE had been the first to bring the class’s claims to court and had done so with a far
3 more detailed, unassailable complaint. Id. And QE and ZLG combined had far more resources and a
4 deeper bench of experienced attorneys than the remaining plaintiffs’ counsel. Id. In short, ZLG and
5 QE were well-equipped to produce a superior result for the class.

6 23. February 22, 2024: After reviewing the extensive briefing and supporting declarations filed
7 by counsel vying for lead status, the Court appointed ZLG and QE as Interim Class Counsel. Dkt. 56
8 The Court explained that it had “no concern about whether [the undersigned] would devote the
9 necessary resources to pursue the case to the fullest extent possible” because undersigned “have
10 extensive experience litigating consumer class action cases with great success, including against
11 Amazon.” Id. The Court also noted that the undersigned had “done an exceedingly thorough job
12 working up the case,” demonstrating “they are the most knowledgeable about the policies and
13 practices at issue and best prepared to advance the litigation.” Id.

14 The Court’s findings have proved correct, as this Settlement would not have been possible
15 without the significant investment and months of investigation and coordination between Plaintiffs
16 and Interim Class Counsel leading up to litigation. And it would not have been possible without
17 Interim Class Counsel’s diligent prosecution of the interests of the class.

18 **CONSOLIDATED AMENDED COMPLAINT**

19 The Court’s order appointing lead counsel directed Interim Class Counsel to file a consolidated
20 complaint. Id. at 9.

21 While the case and discovery were paused for the Court to consider appointment of lead
22 counsel, ZLG and QE had continued to invest time and resources advancing the class’s interests. As
23 newly appointed Interim Class Counsel, the team was well-prepared to hit the ground running with an
24 even more robust consolidated complaint.

25 **March 25, 2024:** Plaintiffs filed their consolidated complaint. Dkt. 58. Thanks to Interim Class
26 Counsel’s proactive efforts to interview and vet additional class representatives, the consolidated
27 complaint added five additional plaintiffs (Michelle Estep, Maria Khangi, Joshua Soto Lopez,
28 Heriberto Valiente, and Vince Vojtko), bringing the total to nine. Id. ¶1. The consolidated complaint

1 added over 50 paragraphs of new factual allegations regarding Amazon's wrongful practices,
 2 containing screenshots and customer service chats between Plaintiffs and Amazon representatives. *Id.*
 3 ¶¶86–115, 121–142. The consolidated complaint also added additional causes of action for breach of
 4 the duty of good faith and fair dealing and promissory estoppel.

5 The consolidated complaint is another example of Interim Class Counsel's dedicated efforts
 6 on behalf of the class. Even when their future role was in doubt, Interim Class Counsel continue
 7 pursuing the interests of the class. The result was a robust consolidated complaint.

8 **MOTION TO DISMISS**

9 **November 11, 2023:** Prior to consolidation, Amazon had filed a partial motion to dismiss the
 10 original complaint for failure to state a claim. Dkt. 31. While Amazon sought dismissal of Plaintiffs
 11 claims for money-had-and-received, unjust enrichment, and conversion claims under Federal Rule of
 12 Civil Procedure 12(b)(6), it did not seek dismissal of Plaintiffs' claims for breach of contract and
 13 violation of Washington's Consumer Protection Act. *Id.* Thus, even Amazon conceded that the
 14 original complaint had stated plausible claims for relief, a testament to Interim Class Counsel's
 15 substantial pre-litigation investment of time and resources investigating and researching the class's
 16 claims. Amazon's motion to dismiss was mooted by the Court's consolidation order.

17 May 15, 2024: Following consolidation, Amazon again filed a partial motion to dismiss the
 18 consolidated complaint. Dkt. 62. This time, Amazon sought dismissal of Plaintiffs' claims for money-
 19 had-and-received; unjust enrichment; promissory estoppel; and conversion under Rule 12(b)(6). *Id.*
 20 Amazon did not seek dismissal of Plaintiffs' claims for breach of contract, breach of the duty of good
 21 faith and fair dealing, and violation of Washington's Consumer Protection Act, again conceding that
 22 Plaintiffs had stated multiple plausible claims for relief. Amazon sought to recast the case as a
 23 workaday contract dispute and argued that Plaintiffs' common-law claims for money-had-and-
 24 received, unjust enrichment, promissory estoppel were duplicative of Plaintiffs' contract claims and
 25 should be dismissed at the pleading stage. *Id.* at 4–7. Amazon also argued that Plaintiffs' conversion
 26 was barred by the independent duty doctrine. *Id.* at 7–9.

27 **June 5, 2024:** Plaintiffs' opposition brief rejected Amazon's mischaracterization of this case
 28 as a mere contract dispute, pointing out that Amazon had not moved to dismiss Plaintiffs' claim under

1 Washington's Consumer Protection Act. Dkt. 65 at 1. Plaintiffs pointed out that their claims for
 2 money-had-and-received, unjust enrichment, promissory estoppel, and conversion were pled in the
 3 alternative to their contract claims and directed the Court to authority permitting such alternative
 4 pleading, even citing cases where Amazon itself had pled contract and quasi-contract claims in the
 5 alternative. *Id.* at 3–8. Plaintiffs also directed the Court to controlling authority from the Washington
 6 Supreme Court holding that the independent duty doctrine applies only to a narrow class of cases
 7 involving real property. *Id.* at 8–11.

8 **April 29, 2025:** The Court denied Amazon's partial motion to dismiss in full. Dkt. 112. In
 9 doing so, the Court endorsed each and every one of Plaintiffs' arguments. *Id.* The Court agreed that
 10 Plaintiffs had properly pleaded their claims for money-had-and-received, unjust enrichment,
 11 promissory estoppel, and conversion in the alternative to their contract claims. *Id.* at 5–7. The Court
 12 also rejected Amazon's argument that the independent duty doctrine bars Plaintiffs' conversion claim,
 13 agreeing that the doctrine does not apply to contracts for retail goods. *Id.* at 4. Accordingly, the Court
 14 held that Plaintiffs had plausibly alleged each of their claims. *Id.*

15 **DISCOVERY**

16 Obtaining the facts necessary to substantiate the claims and position the case for success
 17 required Interim Class Counsel to overcome Amazon's discovery objections and "borderline
 18 frivolous" (Dkt. 156) delay tactics. The Parties engaged in near-daily emails, and conferred via
 19 numerous video conferences, culminating in five motions to compel.

20 This information is relevant to the Settlement to assure the Court that these claims were fully
 21 litigated and vetted. What follows are highlights of the discovery process and disputes relevant to this
 22 Motion for Preliminary Approval.

23 **Initial Discovery Negotiations.**

24 **October 31, 2023:** In accordance with the Court's Initial Scheduling Order, Dkt. 19, the
 25 Parties held a Rule 26(f) conference to discuss a proposed case schedule and discovery plan and the
 26 remaining topics listed in the Court's Initial Schedule Order. Dkt. 82 ¶3.

27 **May 28, 2024:** Amazon informed Interim Class Counsel that it would be refusing to response
 28 to Plaintiffs' pending discovery requests until the Parties held another Rule 26(f) conference. Amazon

1 adopted the position that the Parties' October 31, 2023 conference had occurred in a different case
2 between different parties.

3 **June 5, 2024:** At Amazon's insistence, and not wanting to waste time disputing Amazon's
4 position, Interim Class Counsel attended a second Rule 26(f) conference to discuss a case schedule, a
5 protocol for discovery of electronically stored information (ESI), and a protective order, among other
6 things.

7 **July 16, 2024:** Although the Parties made quick progress on an ESI protocol, they could not
8 agree on many aspects of discovery, and submitted the disputes to the Court in a joint status report.
9 Dkt. 70. Chiefly, the Parties disagreed over the protective order. Interim Class Counsel disputed
10 Amazon's attempt to modify the Western District of Washington's model protective order to grant
11 Amazon the ability to prevent Plaintiffs from providing confidential materials to their experts and to
12 identify any expert receiving such documents even if not testifying. *Id.* at 10. Amazon's modifications
13 would have prevented Plaintiffs from providing confidential materials to their experts until they can
14 secure an Order from the Court. *Id.*

15 **September 9, 2024:** The Court entered the Parties' stipulated ESI protocol. Dkt. 71.

16 **October 30, 2024:** The Court "reject[ed] Amazon's request," finding no "good cause for
17 Amazon's proposal." Dkt. 75.

18 **November 5, 2024:** Following the Court's guidance, the Parties submitted a stipulated motion
19 for protective order removing Amazon's modifications, which the Court entered.

20 **Discovery Statistics.**

21 **Discovery requests to Amazon.** On behalf of Plaintiffs, Interim Class Counsel prepared and
22 served four sets of requests for production of documents containing over 250 requests. Interim Class
23 Counsel also prepared and served dozens of interrogatories on Amazon in four sets.

24 **Discovery responses to Amazon.** On behalf of each Plaintiff, Interim Class Counsel
25 responded to over 300 requests for production and roughly 100 interrogatories.

26 **Document collection, review, and production.** Even before this case began, Interim Class
27 Counsel engaged in substantial document collection and review of Amazon's public-facing documents
28 and Plaintiffs' documents. In the course of formal discovery, the parties collected, reviewed, and

1 produced hundreds of thousands of pages of documents.

2 **Motions To Compel.**

3 Discovery was hard fought throughout the entirety of this case, including while the Parties
4 were actively engaged in settlement discussions. The result was six contentious motions to compel.

5 **Plaintiffs' Motion To Compel Responses To Their First Set of Requests For**
6 **Production Of Documents To Amazon.**

7 **April 23, 2024:** Plaintiffs served their First Set of Requests for Production of Documents,
8 containing 76 requests seeking documents regarding Amazon's policies, practices, procedures, and
9 data concerning the allegations in Plaintiffs' consolidated complaint. Dkt. 82-1.

10 **May 28, 2024:** Amazon transmitted a one-page objection to Plaintiffs' First Set of Requests
11 for Production of Documents, taking the position that the parties had not had a 26(f) conference for
12 the consolidated action. Dkt. 81 at 1 n.2.

13 **June 5, 2024:** The Parties held a second Rule 26(f) conference where Amazon agreed to
14 respond to Plaintiffs' discovery requests.

15 **July 5, 2024:** Amazon served additional Objections and Responses to Plaintiffs' First Set of
16 Requests for Production of Documents. Dkt. 82-3.

17 **July 24, July 30, August 1, August 16, and August 19, 2024:** Interim Class Counsel attended
18 five meet and confers with Amazon to discuss its Objections and Responses to Plaintiffs' First Set of
19 Requests for Production of Documents. Dkt 82 ¶8. At the July 24, 2024 meet and confer, Interim Class
20 Counsel sought clarification regarding Amazon's objections to the instructions and definitions. Id.
21 The Parties also discussed Amazon's objections to RFP Nos. 4–10 and 57–58. Regarding Plaintiffs'
22 requests for data, Interim Class Counsel initiated negotiations regarding the possibility of producing
23 an anonymous, statistically significant sample of responsive data. At the July 30, 2024 meet and
24 confer, the parties discussed RFPs 10-19, 20-22, and 23-24. The parties continued to discuss a
25 compromise regarding data productions involving the production of an anonymous, statistically-
26 significant sample size of responsive data. As part of these discussions, Plaintiffs requested that
27 Amazon agree it would not challenge class certification on the basis that a sample was used. At the
28 August 1, 2024 meet and confer, the parties discussed RFPs 25-26, 29, 30-33. The parties continued

1 to discuss a compromise regarding data productions involving the production of an anonymous,
 2 statistically-significant sample size of responsive data. At the August 19, 2024 meet and confer, the
 3 parties discussed RFPs 45, 46, 48-52, 54-55, 59-63, 66-67, and 72-73.

4 **September 27, 2024:** Plaintiffs prepared a 23-page letter offering detailed clarifications on the
 5 nature and scope and compromises in hopes of reaching an agreement with Amazon regarding
 6 production of responsive documents. Dkt. 82-4. In a December 9, 2024 response letter, Amazon
 7 continued to maintain most of its objections despite Plaintiffs' efforts at clarification and compromise.
 8 Dkt. 82-6.

9 **October 31 and November 4, 2024:** Interim Class Counsel attended additional meet and
 10 confers with Amazon where the parties again discussed Amazon's objections to RFPs 57-58 and the
 11 production of Amazon's responsive data. Dkt. 82 ¶14.

12 **December 9, 2024:** Amazon responded to Plaintiffs' September 27, 2024 letter, which
 13 continued to maintain most of Amazon's objections despite Plaintiffs' substantial efforts at
 14 clarification and compromise. Dkt. 82-6.

15 **January 2–3, 2025:** Interim Class Counsel attended two additional meet and confers with
 16 Amazon in another attempt to reach a compromise with Amazon regarding its discovery objections
 17 and data productions but to no avail.

18 **January 28, 2025:** With no prospect of compromise left, Interim Class Counsel sought the
 19 Court's intervention, filing a motion to compel Amazon to produce documents responsive to
 20 Plaintiffs' First Set of Requests for Production of Documents. Dkts. 81, 87, 89.

21 **September 30, 2025:** Following briefing, the Court granted Plaintiffs' motion to compel in
 22 substantial part, finding some of Amazon's objections impermissibly boilerplate and at least one
 23 "borderline frivolous." Dkt. 156.

24 **Plaintiffs' Motion To Compel Responses To Their First Set Of Interrogatories To**
 25 **Amazon.**

26 **November 7, 2024:** Plaintiffs served their First Set of Interrogatories, generally seeking more
 27 information about Amazon's return and refund practices, policies and procedures and information
 28 about sources of discovery. Dkt. 94-1.

1 **December 12, 2024:** Amazon transmitted Responses and Objections to Plaintiffs’ First Set of
2 Interrogatories. Dkt. 95-2.

3 **December 17, 2024:** Interim Class Counsel sent Amazon correspondence highlighting
4 deficiencies in Amazon’s responses. Dkt. 95-3

5 **December 20, 2024:** Interim Class Counsel attended a meet and confer with Amazon
6 regarding its objections to Interrogatory Nos. 2–6 and 8–11. Dkt. 94 ¶6.

7 **December 31, 2024:** Interim Class Counsel sent Amazon follow-up correspondence
8 summarizing the December 20 meet and confer, points of compromise, and again urging Amazon to
9 withdraw its unsupportable objections. Dkt. 95-4.

10 **January 1, 2025:** Amazon sent a letter responding to Plaintiffs’ December 31, 2024 Letter in
11 which Amazon said that it was continuing to investigate and would supplement if needed, and was
12 willing to continue discussing certain interrogatories. Dkt. 95-5.

13 **January 2, 2025:** Interim Class Counsel attended another meet and confer where the Parties
14 discussed Amazon’s objections to Interrogatory Nos. 2–4, and 7 but were unable to resolve their
15 disagreements.

16 **February 3 and February 6, 2025:** Amazon informed Interim Class Counsel by email that it
17 intended to supplement its Responses and Objections “over the next month or so” but did not
18 provide an exact date and which Responses and Objections it intended to supplement. Dkt. 95-6.

19 **February 20, 2025:** With only an illusory promise of future supplementation in hand, Interim
20 Class Counsel had no choice but to seek the Court’s intervention. Interim Class Counsel prepared and
21 filed a motion to compel Amazon’s responses to certain interrogatories seeking routine discovery
22 about potential custodians, sources of responsive documents, and Amazon’s reasons for denying
23 Plaintiffs’ refund requests. Dkts. 96, 102, 106.

24 **September 30, 2025:** The Court granted Plaintiffs’ motion to compel interrogatory responses
25 in substantial part, finding Amazon had failed to substantiate its objections, provided “evasive”
26 responses, and misused Rule 33(d) by “dump[ing]” unintelligible documents on Interim Class
27 Counsel. Dkt. 156.

1 **Plaintiffs' Motion To Compel Custodians.**

2 Throughout the entirety of this action, Amazon stonewalled Plaintiffs' attempts to seek
3 discovery regarding the identification of potential custodians. Dkt. 156 at 7. Amazon unilaterally
4 selected six custodians and refused Plaintiffs' repeated requests to add further custodians, Dkt. 122 at
5 4, adopting the position that Plaintiffs should first review all of the six custodians' documents before
6 asking for additional custodians, Dkt. 136. Despite multiple meet and confers, Dkt. 124, Amazon
7 never provided Plaintiffs with sufficient documents to identify a complete list of custodians and
8 refused to agree to add the few custodians that Plaintiffs were able to identify.

9 **June 9, 2025:** Thanks to Interim Class Counsel's review of Amazon's documents and
10 independent fact investigation into potential custodians, Plaintiffs were able to identify some
11 additional Amazon employees likely to possess responsive documents. Faced with Amazon's refusals
12 to add them as custodians, Interim Class Counsel prepared a motion to compel Amazon to add them
13 as custodians on behalf of Plaintiffs. Dkt. 122. Plaintiffs supplied public and confidential documents
14 to support that ten additional Amazon employees were uniquely positioned to have responsive
15 documents. *Id.*

16 Plaintiffs' motion was pending when the Parties reached a tentative settlement agreement.

17 **Plaintiffs' Motion To Compel Responses To Their Second Set Of Requests For**
18 **Production Of Documents To Amazon.**

19 **November 21, 2024:** Interim Class Counsel prepared and served Plaintiffs' Second Set of
20 Requests for Production to Amazon, seeking a variety of documents related to Plaintiffs' claims and
21 Amazon's defenses. Dkt. 124-1.

22 **December 23, 2024:** Amazon served its Objections and Responses to Plaintiffs' Second Set
23 of Requests for Production to Amazon, raising copious boilerplate objections. Dkt. 124-2.

24 **January to April 2025:** Interim Class Counsel attended several meet and confers and
25 exchanged correspondence with Amazon in an attempt to clarify the scope of the requests and reach
26 a compromise regarding Amazon's objections. Dkt. 124 ¶¶3, 6–7; Dkt. 124-3; Dkt. 124-4.

27 **June 9, 2025:** Unable to reach a compromise with Amazon, Interim Class Counsel filed a
28 motion to compel responses to their Second Set Of Requests For Production Of Documents. Dkts.

1 123, 135, 144. Specifically, Plaintiffs sought production of certain tracking data for returns, documents
 2 sufficient to identify relevant customer services agents and third parties, documents related to
 3 Amazon's wrongful denials of Plaintiffs' refunds, and documents regarding changes to Amazon's
 4 returns and refund policies during the relevant period. Dkt. 124.

5 Plaintiffs' motion was pending when the Parties reached a tentative settlement agreement.

6 **Amazon's Motion To Compel Responses To Its First Set Of Discovery Requests To**
 7 **Plaintiffs.**

8 **June 12, 2024:** Amazon served each Plaintiff with its First Set of Requests for Production and
 9 its First Set of Interrogatories, some of which purport to seek documents from Interim Class Counsel's
 10 own files fishing for materials related to their investigation of the class's claims and the identities of
 11 putative class members. Dkt. 99 ¶3.

12 **July 26, 2024:** In consultation with Plaintiffs, Interim Class Counsel prepared and served
 13 Responses and Objections to Amazon's first set of discovery requests on behalf of each Plaintiff. Id.
 14 ¶6.

15 **August 2024 to February 2025:** Over the course of several months, Interim Class Counsel
 16 attended multiple meet and confers with Amazon to discuss Plaintiffs' objections to Amazon's First
 17 Set of Requests for Production in an effort to provide clarification and attempt to reach a compromise.
 18 The Parties exchanged at least nine rounds of correspondence and emails with Plaintiffs offering
 19 further clarification about their objections and seeking basic explanations about the relevance of
 20 Amazon's requests. Dkts. 98-4 to 98-12. And Interim Class Counsel prepared and served
 21 supplemental and amended responses to Amazon's First Set of Interrogatories.

22 **March 3, 2025:** After months of negotiations Amazon moved to compel responses to just a
 23 handful of its requests for production and two of its interrogatories, Dkt. 98, which Plaintiffs opposed,
 24 Dkt. 107.

25 **May 2, 2025:** In coordination with Plaintiffs, Interim Class Counsel prepared Supplemental
 26 Responses and Objections to Amazon's First Set of Interrogatories on behalf of certain Plaintiffs.

27 Amazon's motion was pending when the Parties reached a tentative settlement agreement.
 28

1 **Amazon's Motion To Compel Responses To Its Second Set Of Interrogatories.**

2 **February 13, 2025:** Amazon served the Plaintiffs its Second Set of Interrogatories, asking
3 Plaintiffs to state sworn legal conclusions about the contracts they had entered with Amazon. Dkt.
4 147-1.

5 **March 17, 2025:** Interim Class Counsel prepared objections on behalf of each Plaintiff,
6 objecting on the grounds that the Interrogatories inappropriately call for legal conclusions and seek
7 information protected by the attorney-client or work product privileges. Dkt. 147-2.

8 **April to June 2025:** Over the course of months, Interim Class Counsel exchanged emails and
9 correspondence explaining the validity of Plaintiffs' objections and directing Amazon to authority
10 supporting those objections.

11 **July 8, 2025:** To avoid bringing an unnecessary dispute to the Court, and without waiving
12 their objections, Interim Class Counsel prepared and served supplemental responses to Amazon's
13 Second Set of Interrogatories on behalf of Plaintiffs. Dkt. 147-5.

14 **July 17, 2025:** After an additional meet and confer, Dkt. 147 ¶9, Amazon remained unsatisfied
15 with Plaintiffs' responses and moved to compel, Dkt. 146.

16 **August 1, 2025:** Interim Class Counsel prepared an opposition brief to Amazon's motion,
17 directing the Court to authority supporting Plaintiffs' objections. Dkt. 149

18 Amazon's motion was pending when the Parties reached a tentative settlement agreement.

19 **FIRST AMENDED CONSOLIDATED COMPLAINT**

20 **May 23, 2025:** With discovery disputes ongoing, Interim Class Counsel sought leave to amend
21 the Consolidated Complaint. Dkt. 115. Plaintiffs' First Amended Consolidated Complaint (FACC) is
22 a testament to Interim Class Counsel's dogged and multi-faceted pursuit of the class's interests. Dkt.
23 116. Despite the Court's denial of Amazon's motion to dismiss a month earlier, Dkt. 112, Interim
24 Class Counsel had continued to contact and vet additional class representatives in the late stages of
25 discovery. The FACC added two new Plaintiffs and over 50 paragraphs of detailed allegations
26 describing Amazon's wrongful practices.

27 **MEDIATION AND SETTLEMENT**

28 **February 16, 2025 to May 27, 2025:** The parties renewed discussions about engaging in

1 mediation, and eventually agreed to an informal pause of the litigation to allow Amazon to collect the
2 data necessary for mediation. On May 9, 2025, Amazon informed Plaintiffs of its intent to begin
3 issuing more than \$500 million in refunds for certain unpaid returns. The parties held their first
4 mediation session on May 27. Phillips Decl. ¶15. The parties selected former United States District
5 Judge Layn R. Phillips, and experienced mediator, to help resolve this dispute. *Id.* ¶¶5–11. Prior to
6 mediation, Plaintiffs submitted confidential written mediation statements. That mediation session did
7 not result in an agreement to settle the Action.

8 **May to October 2025:** Over the next several months, Plaintiffs continued to engage in
9 mediation discussions with Amazon before Judge Phillips. *Id.* ¶16. This involved multiple Zoom
10 sessions and numerous one-on-one conversations with Judge Phillips, his team, and Amazon in which
11 Interim Class Counsel vigorously pursued the class’s interests. *Id.* While these discussions were
12 ongoing, Interim Class Counsel pressed Amazon with new discovery requests based on Interim Class
13 Counsel’s ongoing review of the initial documents Amazon had produced, and filed and briefed hotly
14 contested discovery motions. *Infra*, ¶¶68, 73, 83–86.

15 **October 20, 2025:** With depositions of Amazon employees fast approaching and the deadline
16 for Amazon due to comply with this Court’s discovery order on the horizon, Dkt. 156, the parties
17 informed the Court that they had reached a class-wide settlement in principle, memorialized in a
18 binding term sheet, Dkt. 157.

19 **October 2025 to January 23, 2026:** The parties’ vigorous, arms-length negotiations
20 continued over the next several months. Interim Class Counsel continued to press the class’s interests
21 while fine-tuning the long form settlement agreement, class notices, and other aspects of the
22 Settlement. The parties exchanged several drafts and revisions of the long-form agreement, and
23 engaged in multiple rounds of discussion prompted by counsel’s questions about Amazon’s data and
24 documents. The parties executed the long-form Settlement Agreement on January 23, 2026.

25 Thus, as outlined in Judge Phillips’s declaration, Interim Class Counsel at all times vigorously
26 pursued Plaintiffs’ and the class’s interests, and the settlement negotiations occurred in good faith and
27 at arm’s length.

1 Executed this 23rd day of January, 2026, at Chicago, Illinois.

2
3 /s/ Andrew H. Schapiro

4 Andrew H. Schapiro

5 /s/ Aaron Zigler

6 Aaron Zigler

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED January 23, 2026.

/s/ Nolan Anderson

Nolan Anderson, WSBA #59691

THE HONORABLE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE: AMAZON RETURN POLICY
LITIGATION

No. 2:23-CV-1372-JNW

**DECLARATION OF JOHN HOLTON IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL**

REDACTED

I, John Holton, hereby state as follows:

1. I certify that the statements set forth in this instrument are true and correct. I am over the age of eighteen, competent to testify in this matter, and make the following statements based on my personal knowledge.

QUALIFICATIONS

2. I am a founding principal of Symphony Consulting, Inc. ("Symphony Consulting"), which is a supply chain, manufacturing outsourcing, and IT consulting firm.

3. I have over thirty years of experience in the sourcing and procurement of components, subassemblies, and systems, as well as defining and architecting various supply chain models for companies. This includes the design, implementation, and monitoring performance of the reverse supply chain (e.g. product returns).

4. I have been a principal of Symphony Consulting since 2001. Providing consulting services to my clients in sourcing, procurement, fulfillment, and other supply chain management

1 topics, requires a thorough knowledge of the supply chain at every level including sourcing materials,
2 managing the inbound supply of material, planning and execution of the manufacturing process,
3 fulfillment of customer orders, and effectively managing the reverse supply chain.

4 5. I am often engaged in directly helping clients design their supply chain which involves
5 developing robust processes with closed-loop metrics to ensure on-going performance. I have helped
6 companies develop, implement, and operationalize, reverse supply chain programs. My work in this
7 area includes a thorough understanding of various aspects of the returns process including:
8 confirming customer issue, confirming entitlement for a return, organizing the returns process
9 including packaging and shipping, confirming receipt of returned goods, evaluation of the returned
10 goods, disposition of the inventory, and appropriate remedy for the customer which may involve a
11 refund.

12 6. As part of my work to design supply reverse supply chains, I have had to analyze the
13 long-term cost of returns and devise strategies for how to mitigate costs by determining the routing
14 and handling of returns. This includes the location and method for the initial screening of units to
15 determine the level of intervention required, the appropriate routing of the returns, tracking of
16 information regarding the return and the repair costs, and where feasible the process for returning
17 units to customers or inventory.

18 7. I have provided a variety of supply chain training to clients on topics such as advanced
19 metrics, inventory exposure and management, lean supply chains, continuous improvement
20 particularly with respect to supply chain design, contracts including service contracts with
21 performance agreements, outsourcing contracts, and supplier selection and development. Our
22 company's clients range from start-ups to Fortune 100 companies with revenues in the billions of
23 dollars.

24 8. In 2010, my consulting firm, Symphony Consulting—with my direct involvement and
25 participation—provided training to nearly 90 Cisco supply chain program managers on a variety of
26 supply chain subjects, including inventory management, forecasting to suppliers (including CMs and
27 component suppliers) and demand management, supply chain architecture, cost modeling, risk
28 mitigation, price negotiations, and contract negotiations.

1 9. While working for Hewlett Packard (HP), I managed a group of Supply Chain
2 Business Managers in the North American Distribution Operation that worked with various business
3 units in HP's high-volume peripheral and PC business segment. My team's job was to provide advice
4 to the business units and to manage high-profile projects that affected the distribution channel
5 partners and retailers. This work involved a large volume of outbound sales but, as in the nature for
6 the consumer facing businesses, also included significant work to address customer returns.

7 10. While working for Trimble Navigation, a growing company that was one of the
8 leaders in the emerging GPS industry, I managed all of the supply chain functions for the company.
9 This included strategic procurement, commodity engineering, receiving and warehouse, order
10 fulfillment, and customer returns. One of the significant initiatives that I managed for Trimble was the
11 outsourcing of internal manufacturing. This required a complete rewrite of most of our supply chain
12 solutions including how we handled returns. To create an effective solution, we had to decide on key
13 elements like the strategy for handling returns with this extended supply chain, the structure of the
14 team, the quantity and skills of the personnel involved, the closed-loop process to create effective
15 controls, and the metrics required to ensure on-going success.

16 11. Within my work at Symphony Consulting, I have been involved in numerous projects
17 that include issues concerning product quality and returns. This includes a peripheral manufacturer
18 that sold to high-volume printing and copier OEMs; a consumer electronics product that had the
19 majority of its sales in North America but was manufactured in Asia; a private equity firm that wanted
20 to evaluate a large computer company for potential investment, and wanted assessments on its
21 capabilities including returns and quality controls, and a large automation company that wanted
22 assessments of its outsourced manufacturing processes and business controls.

23 12. My education includes a Bachelor of Science in Business Administration with an
24 emphasis on Operations Management (i.e. Supply Chain Management) from the University of
25 Arizona and a Master of Business Administration from University of Arizona, located in Tucson,
26 Arizona.

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Age Group	Option A	Option B	Option C	Option D
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11	98%
12	70%
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Executed this 20th day of January, 2026, at Los Altos, California.



John Holton

Exhibit A Curriculum Vitae John Holton

John Holton

Symphony Consulting, Inc
440 N. Wolfe Road
Sunnyvale, CA 94085
Cell: (408) 218-0207
john@symphonyconsult.com

Core Areas of Expertise

- Extensive experience in designing a complete supply chain including forecasting, planning, sourcing, warehouse and logistics, order fulfillment, and customer returns.
- Contracting and dispute resolution. Deep understanding of contracts and how to craft them for clarity to avoid future conflicts. Broad experience in resolving difficult contractual situations.
- Designing harmonized supply chains that provide needed flexibility while minimizing inventory exposure and driving down long-term costs.
- Designing sourcing organizations to meet company objectives while developing key processes, metrics, and controls to ensure on-going successes
- Understanding the key drivers of inventory and developing organizational solutions that address the issues and reduce inventory
- Developing advanced supply chain metrics for the extended supply chain
- Understanding the cost drivers in the electronics supply chain and the contract manufacturing - using leverage points to drive down costs
- Managing complex sourcing and negotiations projects involving multiple suppliers and complex terms affecting value
- Drafting and negotiating supply/procurement agreements
- Creating robust procurement strategies to address long-term cost, quality, and contractual risks

Experience

Symphony Consulting, Sunnyvale CA

Co-Founder (2/01 to Present)

Company focuses on outsourcing, inventory, supply chain management, supply chain design, and strategic procurement. My role is to advise clients and create solutions for their needs in these areas. Most of my work has been in the areas of outsourcing, contracts, and inventory solutions. We have developed advance mechanisms for effectively managing outsourced relationships. In contracting, I have extensive experience in issues such as product pricing and cost models, inventory liability, order fulfillment, customer returns and quality systems, manufacturing process control, and design services. When it comes to inventory, I have detailed knowledge on the key drivers for inventory including forecast processes, ordering policies, purchasing systems, demand-pull systems, product strategies, and supply chain flexibility and the use of buffers.

Trimble Navigation, Sunnyvale, CA (1995-2001)

Director of Strategic Suppliers

Managed a group of Procurement Engineers and Commodity Managers who controlled key commodities and negotiated critical contracts for Trimble. Their mission was to secure a competitive advantage for Trimble in terms of cost, supply chain flexibility, long-term reliability, and support. My role was to manage key projects and negotiations and help teach and develop the individuals in the group. Also played a central role in on-going management of the CEM partner. Helped diagnose and solve processes problems between companies that hampered performance.

Management Lead for project to outsource all of Trimble's manufacturing. Led the efforts on developing RFP/RFQ, managing supplier responses, final supplier selection, negotiations, and transition management. Worked with the team to re-create key processes and system tools that were fundamentally changed as a result of outsourcing. The final deal affected one quarter of Trimble's workforce and the contract was equivalent to almost 40% of Trimble's revenue. This initiative was one of the most important in Trimble's history.

Director of Materials

Managed a group of approximately 100 people; functional areas included Commodity Management, Procurement Engineering, Planning, Purchasing, Order fulfillment, Shipping and Logistics. Introduced new concepts in the management of key commodities. Built the Commodity Management and Procurement Engineering groups for the purpose of influencing R&D and the component selection process. Significantly reduced the cost structure of Trimble's most important products. Revamped the order fulfillment systems and processes - adding new capabilities and new discipline. Developed and implemented new approaches to effectively use inventory in the supply chain – decreasing total inventory and improving responsiveness.

Hewlett-Packard Company, Palo Alto, CA (1985-1995)

Worldwide Procurement Manager

Led HP's strategic efforts on the Interconnect commodity. Annual purchases totaled over \$120 million. The team had the responsibility for setting the direction for new connector solutions from both a technical and a business prospective; for negotiating contract pricing and terms; for developing suppliers and managing supplier relationships. Results during my tenure include cost reduction far outstripping the market changes, creation and execution of a new strategic direction, measurable improvement in supplier performance, and a successful transition to a direct funding model.

Senior Manager – Supplier Partners

Managed a group of Business Managers who acted as liaisons to key divisions in the Printer and Peripheral Groups. The Business Managers helped the divisions develop and execute supply chain strategies for the Reseller Channel. Added key infrastructure to support this multi-billion dollar business as it was transforming to a postponement manufacturing strategy.

Production Manager – Printed Circuits

Managed a group of over 100 people that created PC assemblies for use in high-precision electronic instruments. Directed various efforts to improve quality and reduce cycle times, including the introduction of Kanban. Results: 40% reduction in defect rates and customer returns; 50% reduction in cycle times. Division leader for a consolidation of several PCA shops internal to HP. Demonstrated strong project management skills and an ability to create innovative process solutions.

Purchasing Manager

1 Managed a group of ten buyers with annual purchases of over \$40 million. Led several
2 department-wide process improvement projects and undertook several initiatives to upgrade the
buyers' skills

3 Senior Buyer

4 Managed various high-value commodities, initiated contracts, led system introductions and other
process improvements

5 **Education**

6 ***University of Arizona, Tucson, AZ (1985) - Masters of Business*** 7 ***Administration***

8 Concentration was on advanced operations management topics including courses from the
Department of Industrial Engineering. Graduated with Honors.

9 University of Arizona, Tucson, AZ (1983) – BS Business Administration – Major: Operations
10 Management

11 Course work included classes in inventory management, JIT, MRP, capacity planning, factory
flow and cycle times, statistical quality control, management practices, and business law.
Graduated with Honors.

12 Foothill College, Los Altos, CA

13 Took various classes in engineering and electronics to improve technical skills.

14 ***Professional Development Classes***

15 Advanced Negotiations Program (Stanford University, Graduate School of Business); Hewlett-
Packard Management Training; Hewlett-Packard Strategic Procurement; Building a Market
16 Focused Organization (Lanning, Philips & Associates); Situational Negotiations (Bay Group);
Leadership and Teamwork (PAR group); Zero Based Pricing (Anklesaria Group); Interact (HP
17 internal); Teams in Action (Trimble internal)

List of Publications – 10 years

1. Optimizing Volume Price Breaks for Cost and Efficiency

<https://www.symphonyconsult.com/wp-content/uploads/2024/11/Symphony-Optimizing-Volume-Price-Breaks-for-Cost-and-Efficiency.pdf>

2. Lean in the Electronics Supply Chain: Five Common Mistakes to Avoid

<https://www.symphonyconsult.com/wp-content/uploads/2024/01/Symphony-Lean-Five-Common-Mistakes.pdf>

3. Leverage: The Great Equalizer in Negotiations (8/15/2014)

<https://www.symphonyconsult.com/leverage-the-great-equalizer-in-negotiations/>

4. Managing Supplier Power (2/13/2015)

<https://www.symphonyconsult.com/managing-supplier-power/>

5. Over-Negotiating with Suppliers (12/2/2015)

<https://www.symphonyconsult.com/over-negotiating-with-suppliers/>

6. Selecting the Right Contract Manufacturer (2/16/2016)

<https://www.symphonyconsult.com/selecting-the-right-contract-manufacturer/>

7. Can Your Suppliers Scale? (2/4/2018)

<https://www.symphonyconsult.com/can-your-suppliers-scale/>

8. Are Supply Risks Impacting Your Revenue? (10/22/2018)

<https://www.symphonyconsult.com/are-supply-risks-impacting-your-revenue/>

9. Can Your Suppliers Survive a Downturn? (1/8/2019)

<https://www.symphonyconsult.com/can-your-suppliers-survive-a-downturn/>

10. Selecting and Implementing an ERP Solution: Five Key Steps to Getting it Right (3/4/2019)

<https://www.symphonyconsult.com/selecting-and-implementing-an-erp-solution-five-key-steps-to-getting-it-right/>

11. When Your Non-Critical Suppliers Become Critical (4/21/2020)

<https://www.symphonyconsult.com/when-your-non-critical-suppliers-become-critical/>

12. Selecting and Implementing an ERP System: Seven Common Mistakes (1/24/2021)

<https://www.symphonyconsult.com/wp-content/uploads/2021/05/ERP-Paper.pdf>

13. Seven Common Mistakes in IT Procurement (5/12/2021)

1 [https://www.symphonyconsult.com/wp-content/uploads/2021/05/Seven-Common-Mistakes-in-](https://www.symphonyconsult.com/wp-content/uploads/2021/05/Seven-Common-Mistakes-in-IT-and-Procurement.pdf)
2 [IT-and-Procurement.pdf](https://www.symphonyconsult.com/wp-content/uploads/2021/05/Seven-Common-Mistakes-in-IT-and-Procurement.pdf)

3 14. Volume Price Breaks: Are You on the Wrong End of the Scale? (2/14/2023)

4 <https://www.symphonyconsult.com/volume-price-breaks/>
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QUINN EMANUEL URQUHART & SULLIVAN, LLP
1109 First Avenue, Suite 210
Seattle, Washington 98101
Tel: (206) 905-7000

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Tel: (206) 905-7000

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THE HONORABLE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE: AMAZON RETURN POLICY
LITIGATION

No. 2:23-cv-1372-JNW

**DECLARATION OF LAYN R. PHILLIPS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT AND ISSUANCE OF
NOTICE**

I, Layn R. Phillips, declare pursuant to 28 U.S.C. § 1746, as follows:

1. I submit this declaration at the request of the Settling Parties¹ in support of Plaintiffs' Motion For Preliminary Approval Of Settlement And Issuance Of Notice (the "Motion") in the above-captioned consumer class action (the "Action"). The Settling Parties reached the Settlement with my assistance as mediator.

2. I can assure the Court that during all of the negotiations that I participated in with the Settling Parties, there was nothing collusive and the negotiations were conducted at arm's-length and in good faith.

3. As discussed below, the Settlement is the product of hard-fought negotiations, facilitated in lengthy sessions over a period of six months in which I participated personally.

¹ The Settling Parties are Plaintiffs Laura Abbott, Jill Cappel, Michelle Estep, Maria Khang, Joshua Soto Lopez, Melissa Urbancic, Heriberto Valiente, Katherine Vojtko, Vince Vojtko, and Dianne Walton-Williams ("Settling Plaintiffs"), and Defendant Amazon.com, Inc. ("Amazon").

1 derivative litigation, the Fox News and News Corp. derivative litigation, the Facebook Cambridge
2 Analytica derivative litigation, and numerous other class action and derivative actions.

3 10. I have set forth my background as a mediator to provide context for the comments
4 that follow, and to demonstrate that my perspective on the settlement of this Action is rooted in
5 significant experience in the resolution of complex litigation. As described below, this Action
6 presented complicated legal, factual, and practical issues. The parties were represented during the
7 mediation process through zealous and able counsel, who negotiated aggressively and at arm's-
8 length. I am strongly of the view that the settlement of this Action reached at the end of the
9 mediation process represents a reasonable and practical resolution of this litigation. The Court, of
10 course, will make determinations as to the settlement under applicable legal standards. From my
11 involvement as the mediator for the case, I observed firsthand all sides of the case were represented
12 by sophisticated and capable counsel who displayed the highest level of professionalism. The
13 negotiation process was *bona fide* and, at times, contentious, as counsel for each side vigorously
14 advocated their clients' positions, including their clients' potential risks.

15 **MY ROLE IN NEGOTIATING THE SETTLEMENT**

16 11. I was retained in May 2025 by the Settling Parties here to mediate private settlement
17 discussions in this Action.

18 12. Working with me on the mediation was my longtime colleagues at PADRE,
19 Michelle Yoshida and Charles Stevens, who are themselves accomplished mediators with
20 collectively decades of experience mediating matters like this one.

21 13. The Settling Parties executed a confidentiality agreement stating that the mediation
22 process was to be regarded as settlement negotiations under Rule 408 of the Federal Rules of
23 Evidence and any applicable state law equivalents, protecting disclosures made during such
24 process from later discovery, dissemination, publication and/or use in evidence (the "Mediation
25 Confidentiality Agreement"). The parties to the mediation further agreed that the Mediation
26 Confidentiality Agreement extends to all statements made during the course of the mediation or
27 any materials generated for the purpose of the mediation. All negotiations and discussions took
28 place pursuant to the Mediation Confidentiality Agreement that governs all mediations with me.

1 All parties and their counsel signed and are bound by those terms.

2 14. While I cannot disclose the contents of the mediation negotiations, the Settling
3 Parties have authorized me to inform the Court of the procedural and substantive matters set forth
4 below to be used in support of the preliminary approval motion. In providing the limited
5 background here and my own views of the Settlement, I do not waive any of the protections in the
6 Mediation Confidentiality Agreement over the substance of the parties' negotiations, discussions,
7 and submissions.

8 15. On May 27, 2025, the Settling Parties held the first in-person mediation session in
9 Newport Beach, California, prior to which they submitted confidential written mediation
10 statements and exchanged limited information. That mediation session did not result in an
11 agreement to settle the Action.

12 16. Over the following six months, the parties continued mediating with my assistance.
13 Ms. Yoshida, Mr. Stevens and I held multiple Zoom sessions and also held numerous one-on-one
14 conversations with the parties by phone or email.

15 17. Through this lengthy mediation process, I developed a comprehensive
16 understanding of the circumstances relevant to this Action, as well as an understanding of the
17 relevant (and in some respects, unique) aspects of Washington law applicable here. I also
18 developed a full understanding of each Settling Party's position—including its strengths and
19 weaknesses—regarding Settling Plaintiffs' claims, as well as the monetary and injunctive relief
20 they sought.

21 18. I developed this comprehensive and thorough understanding through, among other
22 things, my careful review of the pleadings, the procedural history, the detailed mediation briefs
23 and related submissions, the Settling Parties' settlement demands, and the proposed injunctive
24 relief, as well as through the lengthy in-person and video sessions with the various parties and their
25 counsel, and through emails and phone calls with the individual parties.

26 19. All negotiations throughout the mediation process took place on a hard-fought,
27 fully arm's-length basis.

28 20. Counsel made vigorous and substantive presentations regarding their clients'

1 positions on key contested issues and damages, and their adversaries responded in kind. The parties
 2 negotiated aggressively, effectively, and at arm's-length. I believe the parties' advocacy and
 3 ultimate compromise of the disputed issues were the result of reasonable, arm's-length bargaining
 4 and represent reasonable settlement terms considering the strengths and weaknesses of the parties'
 5 factual and legal positions.

6 **THE SETTLEMENT WAS NEGOTIATED IN GOOD FAITH AND AT ARM'S LENGTH**
 7 **AND IS AN EXCELLENT RESULT FOR THE CLASS**

8 21. As discussed above, I can attest from firsthand knowledge that the Settling Parties
 9 and their counsel negotiated the proposed settlement in good faith, with no collusion and at arm's-
 10 length. Without waiving my mediation privilege, I can reveal that, throughout the negotiation
 11 process, the Settling Parties held materially different views about the merits of, defenses to, and
 12 valuation of the claims asserted in the Action. Indeed, the wide divergences in the parties' views
 13 is a large reason why it took many months to reach a settlement. I believe that without my, Mr.
 14 Stevens' and Ms. Yoshida's substantial involvement, a settlement would not have been reached.

15 22. In light of the sophisticated factual, legal, and damages issues involved and the
 16 significant time to litigate and negotiate this resolution, I view the total settlement in large part as
 17 a testament to the abilities and efforts of a highly talented and committed group of counsel and
 18 dedicated principals. I can state that each settlement term represents a heavily negotiated and
 19 arm's-length compromise of disputed claims among experienced and able counsel.

20 23. The Court, of course, will make determinations as to the "fairness" of the settlement
 21 under applicable legal standards, but based on my experience as a mediator, it is my professional
 22 opinion that the proposed settlement is fair, reasonable, and adequate. There is substantial
 23 monetary consideration flowing to the Class, with due recognition to the complexity of the facts
 24 and legal contentions at issue, and a real threat of years of litigation and appeals absent a resolution.
 25 I believe the settlement agreement was the highest number that the Class could have achieved at
 26 the time of resolution.

CONCLUSION

24. Based on my first-hand observations, I represent to the Court that the proposed settlement was the product of hard-fought, arm's-length and non-collusive negotiations by skilled, experienced, and effective counsel for all parties. The result of this effort, in my view, is an excellent outcome, and one that will benefit the class for years to come. Therefore, based on my knowledge of this Action, all the materials provided to me, the efforts of counsel, the intensity of the negotiations, the litigation risks, and the benefits reached in the proposed settlement, I believe that this is a fair, reasonable and adequate settlement of all claims, and I respectfully recommend that it be approved by the Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of January, 2026, at Columbus, Ohio.



LAYN R. PHILLIPS
U.S. District Judge (Fmr.)
Phillips ADR Enterprises, P.C.
("PADRE")

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED January 23, 2026.

/s/ Nolan Anderson

Nolan Anderson, WSBA #59691

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

IN RE: AMAZON RETURN LITIGATION

Case No. 2:23-cv-01372-JNW

**DECLARATION OF STEVEN WEISBROT
OF ANGEION GROUP
RE: PROPOSED NOTICE PLAN**

1 I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the
2 following is true and correct:

3 1. I am the President and Chief Executive Officer at the class action notice and claims
4 administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing,
5 developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

6 2. I have personal knowledge of the matters stated herein. In forming my opinions
7 regarding notice in this action, I have drawn from my extensive class action experience, as described
8 below.

9 3. I have been responsible in whole or in part for the design and implementation of
10 hundreds of court-approved notice and administration programs, including some of the largest and
11 most complex notice plans in recent history. I have taught numerous accredited Continuing Legal
12 Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital
13 Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author
14 of multiple articles on Class Action Notice, Claims Administration, and Notice Design in
15 publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class
16 Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at
17 conferences throughout the United States and internationally.

18 4. I was certified as a professional in digital media sales by the Interactive Advertising
19 Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best*
20 *Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George
21 Washington Law School *Best Practices Guide to Class Action Litigation*.

22 5. I have given public comment and written guidance to the Judicial Conference
23 Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media,
24 digital media, and print publication, in effecting Due Process notice, and I have met with
25 representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered
26 an educational curriculum for the judiciary concerning notice procedures.

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6. Prior to joining Angeion's executive team, I was employed as Director of Class Action Services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include privacy, data breach, product defect, false advertising, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at www.angeiongroup.com.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

In re: Facebook, Inc Consumer Privacy User Profile Litigation

Case No. 3:18-md-02843-VC (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, "I was kind of blown away by how many people made claims."

In re Apple Inc. Device Performance Litigation

Case No. 5:18-cv-02827-EJD (N.D. Cal.)

Apple agreed to pay \$310 million to settle allegations of diminished performance in iPhone 6's and 7's. Angeion's direct notification efforts were recognized as reaching 99%+ of the current and former owners of 129 million class devices. Millions of claims were processed.

City of Long Beach, et al. v. Monsanto, et al.

Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)

Bayer agreed to pay \$650 million to settle allegations of waterbodies impaired by PCBs. Angeion's notice administration was extraordinarily successful. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for "special needs" claimants.

Beckett v. Aetna Inc.

Case No. 2:17-cv-03864-JS (E.D. Pa.)

A consolidated data breach class action that arose from the alleged improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms.

DATA SECURITY & INSURANCE

12. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many important matters. We are continually improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

13. Angeion's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and

1 network access tracking. Angeion requires background checks of all employees, requires
2 background checks and ongoing compliance audits of its contractors, and enforces standard
3 protocols for the rapid removal of physical and network access in the event of an employee or
4 contractor termination.

5 14. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data
6 is encrypted at rest with the government and financial institution standard of AES 256-bit encryption.
7 We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be
8 administered without interruption.

9 15. Further, our team conscientiously monitors the latest compliance requirements, such
10 as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary
11 regulatory obligations as well as aligning to industry best practices and standards set forth by
12 frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and
13 continually improves its security infrastructure and processes, including partnering with best-in-
14 class security service providers. Angeion's robust policies and processes cover all aspects of
15 information security to form part of an industry leading security and compliance program, which is
16 regularly assessed by independent third parties. Angeion is also committed to a culture of security
17 mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding
18 information and cybersecurity vigilance is a core practice in all aspects of the work our teams
19 complete.

20 16. Angeion currently maintains a comprehensive insurance program, including
21 sufficient Errors & Omissions coverage.

22 **SUMMARY OF THE NOTICE PLAN**

23 17. This declaration will describe the proposed Notice Plan for the Settlement Class that,
24 if approved by the Court, Angeion will implement in this matter, including the considerations that
25 informed the development of the plan and why we believe it will provide due process to Settlement
26 Class Members. In my professional opinion, the proposed Notice Plan described herein is the best
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1 notice practicable under the circumstances, fulfilling all due process requirements, and is fully
2 compliant with Fed. R. Civ. P. 23.

3 18. The proposed Notice Plan provides for direct notice via email to all reasonably
4 identifiable Settlement Class Members, in addition to sending three (3) reminder email notices,
5 combined with the issuance of two (2) press releases, and the implementation of a dedicated website
6 and toll-free telephone line where Settlement Class Members can learn more about their rights and
7 options pursuant to the terms of the Settlement.

8 **DIRECT NOTICE**

9 **Class Member Data**

10 19. Angeion will receive, review, and analyze the Settlement Class Member data
11 provided by the Defendants. Angeion performs a thorough analysis to identify duplicative records,
12 as well as missing/incomplete data fields. Angeion will then assign identification numbers to each
13 unique record, which will comprise the final Settlement Class Member list (“Settlement Class List”).

14 **Email Notice**

15 20. As part of the Notice Plan, Angeion will send the Email Notice to Settlement Class
16 Members who have valid email addresses included on the Class List. The Email Notices will contain
17 language specific to Settlement Subclass A and Settlement Subclass B members, advising them of
18 their rights and options under the Settlement.

19 21. Angeion follows best practices to both validate emails and increase deliverability.
20 Specifically, prior to distributing the Email Notice, Angeion subjects the email addresses on the
21 Class List to a cleansing and validation process. The email cleansing and validation process removes
22 extra spaces and compares each email address to known bad email addresses.¹ Email addresses that
23 are not designated as a known bad address will then be further verified by contacting the Internet
24 Service Provider (“ISP”) to determine if the email address exists.

25
26
27 ¹ Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred
28 to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year,
that email is designated as a known bad email address.

22. Further, Angeion designs the email notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long-Form Notice or Claim Form to the Email Notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam.

23. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire), causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

24. Angeion will cause any email address for which the Email Notice could not be delivered to be subjected to an email change of address search in an attempt to locate an updated email address. Angeion will then send the Email Notice to any updated email addresses obtained via this process.

Reminder Email Notices

25. Angeion will cause three (3) Reminder Email Notices to be sent to after the Settlement Notice Date and prior to the deadline to submit a Claim Form. Reminder Email Notices will be disseminated to Settlement Class Members whose initial Email Notice was deliverable² and will utilize simplified messaging to remind and encourage Settlement Subclass A members to select a payment method and Settlement Subclass B members to submit a Claim Form.

PRESS RELEASES

26. The Notice Plan also provides for two (2) press releases to be distributed via the national circuit on PR Newswire or similar national newswire service to further diffuse news of the Settlement. This distribution will help garner “earned media” separate and apart from the notice

² Reminder Email Notices will not be sent to any Settlement Class Member who unsubscribed from future email notifications after the initial Email Notice was sent.

1 efforts outlined herein, which will lead to increased awareness and participation amongst members
2 of the Settlement Class. The first press release will be issued on the Settlement Notice Date, with
3 the second press release issued thirty (30) days after the Settlement Notice Date.

4 **MEDIA MONITORING AND ACTIVE LISTENING**

5 27. In addition to the notice efforts outlined herein, the Notice Plan provides for media
6 monitoring, whereby Angeion will aggregate data across multiple platforms and systems to quantify
7 the output of print, online, and broadcast coverage of this settlement. At the conclusion of the notice
8 and claims period, Angeion will provide reporting that quantifies and assigns a value to garnered
9 press coverage.

10 28. Angeion will also monitor conversations about the Settlement taking place on leading
11 social media platforms, such as Facebook, Instagram, Threads and Reddit. Our methodology
12 includes an “active listening” component wherein we monitor traffic on these social media platforms
13 for discussion of the Settlement and actively provide notice and/or answers to frequently asked
14 questions as appropriate.

15 **SETTLEMENT WEBSITE**

16 29. The Notice Plan provides for the creation of a case-specific Settlement Website,
17 where Settlement Subclass B Members can easily submit a Claim Form and Settlement Subclass A
18 members can select a payment method via customized secure online portals. Settlement Class
19 Members will also be able to submit an opt out request via the Settlement Website.

20 30. The Settlement Website will also provide Settlement Class Members with general
21 information about this Settlement, including important dates and deadlines, and answers to
22 frequently asked questions. Settlement Class Members can also review or download relevant Court
23 documents, including the Long Form Notice (available in English and Spanish), the Claim Form,
24 the Court’s Order Preliminarily Approving the Settlement, the Settlement Agreement, the First
25 Amended Consolidated Complaint, and any other materials agreed upon by the Parties and/or
26 required by the Court. The Settlement Website will also feature a customized chatbot to streamline
27
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1 responses to Settlement Class Member questions and will also have a “Contact Us” page whereby
2 Settlement Class Members can send additional questions to a dedicated email address.

3 31. The Settlement Website will be designed to be ADA-compliant and optimized for
4 mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement
5 Website will be designed to maximize search engine optimization through Google and other search
6 engines. Keywords and natural language search terms will be included in the Settlement Website’s
7 metadata to maximize search engine rankings.

8 **TOLL-FREE TELEPHONE SUPPORT**

9 32. A toll-free hotline devoted to this case will be implemented to further apprise
10 Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The
11 toll-free hotline will utilize an interactive voice response (“IVR”) system to provide potential
12 Settlement Class Members with responses to frequently asked questions and provide essential
13 information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week.

14 33. Additionally, potential Settlement Class Members will be able to leave a voicemail
15 with their name and address if they want the Long Form Notice and/or Claim Form mailed to them
16 and will have the option to speak with a live operator during normal business hours.

17 **NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005**

18 34. Within ten (10) days of the filing of the Class Action Settlement Agreement and
19 Release with this Court, Angeion will cause notice to be disseminated to the appropriate state and
20 federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

21 **SETTLEMENT ADMINISTRATION & DISTRIBUTION OF** 22 **SETTLEMENT PAYMENTS**

23 **Claim Form Review**

24 35. Angeion shall receive and process Claim Form submissions from Settlement
25 Subclass B members. Angeion will review all Claim Forms to determine their validity and each
26 Claimant’s eligibility and shall employ reasonable procedures to screen claims for abuse or fraud
27 (discussed in greater detail below). Claim Forms that do not comply with the Claim Form
28

instructions, are not submitted by a member of the Settlement Class (*i.e.*, third-party filers), or are deemed to be duplicative or fraudulent, shall be rejected.

Calculations

36. Angeion will calculate Settlement Class Member payments as described in the plan of allocation and distribution process and in accordance with the terms of the Settlement Agreement.

Payment Options

37. In addition to the automatic payments to Settlement Subclass A Class Members called for in the Settlement Agreement and plan of allocation, all Settlement Class Members will be able to select a payment method, *i.e.*, such as Zelle, PayPal, Venmo, ACH transfer, or Virtual Mastercard. The digital payment options will be presented in a neutral manner without preferencing any form of digital payment and will provide the appropriate disclosures when selecting a payment method.

38. The digital payment options are reliable, secure, and meet evolving claimant preferences and contemporary payment methodologies. This includes banking solutions (Zelle/ACH), digital-first (Venmo/PayPal), as well as a pre-paid card option for the “unbanked” and “underbanked.”

39. According to a 2019 report by the Federal Reserve, millions of Americans are either unbanked or underbanked.³ Six (6) percent of adults did not have a checking, savings, or money market account (often referred to as the “unbanked”). Two-fifths of unbanked adults used some form of alternative financial service during 2018—such as a money order, check cashing service, pawn shop loan, auto title loan, payday loan, paycheck advance, or tax refund advance. In addition, sixteen (16) percent of adults were “underbanked”: they have a bank account but also used an alternative financial service product associated with unbanked adults.

40. A 2023 FDIC National Survey of Unbanked and Underbanked Households found that minority households were disproportionately affected compared to white households, with Hispanic and Black Households five times as likely to be unbanked and twice as likely (or more) to be

³ See <https://www.federalreserve.gov/publications/2019-economic-well-being-of-us-households-in-2018-banking-and-credit.htm> (Last visited January 5, 2026)

1 underbanked.⁴ The pre-paid card product being offered is designed specifically for class action usage
2 to provide a viable alternative for unbanked and underbanked individuals to receive their Settlement
3 payment without the necessity of having a bank account.

4 41. The pre-paid digital payment card product offered to Settlement Class Members in
5 this case has many of the features of pre-paid digital payment cards offered outside the class action
6 context, but also includes certain additional consumer-friendly features designed specifically for
7 class action usage, including:

- 8 a) No activation or load fees;
- 9 b) The ability of the cardholder to transfer balances at any time and at no cost to the
10 cardholder;
- 11 c) No inactivity fees to the cardholder until after 12 consecutive months of inactivity;
- 12 d) Proactive email reminder to cardholders at 11 months to encourage use; and,
- 13 e) Refund of inactivity fees if the cardholder re-engages through a use of value on the
14 card following service fee assessment.

15 42. Settlement Class Members may elect to have a traditional check mailed to them.

16 43. The payment transmission notice (whether sent digitally or in the form of a check
17 stub) will include information about the payment so Settlement Class Members are able to identify
18 that the payment is from this Settlement.

19 44. Payments will be distributed to Settlement Class Members in accordance with the
20 plan of allocation and distribution process.

21 45. Angeion has negotiated agreements with certain vendors and other service providers
22 that facilitate various aspects of the administration process, including vendors of digital payment
23 solutions. In certain circumstances, some of these agreements may provide revenue to Angeion.
24 Any such revenue to Angeion does not reduce the Settlement Fund or the amounts distributed to
25 Settlement Class Members, nor is any such income to Angeion dependent on the extent to which
26

27 ⁴ See [https://www.fdic.gov/household-survey/2023-fdic-national-survey-unbanked-and-underbanked-](https://www.fdic.gov/household-survey/2023-fdic-national-survey-unbanked-and-underbanked-households-executive-summary)
28 [households-executive-summary](https://www.fdic.gov/household-survey/2023-fdic-national-survey-unbanked-and-underbanked-households-executive-summary) (Last visited January 5, 2026)

1 Settlement Class Members in this case use or do not use their balances. Each Settlement Class
2 Member will receive the full value of their payment under the Settlement Agreement, regardless of
3 these agreements or the payment method chosen.

4 46. One of the reasons that Angeion is able to offer its highly labor and cost-intensive
5 administration services in this Settlement (such as the comprehensive notice and claims management
6 program described herein) is based on Angeion's expectation that Angeion's agreements with
7 vendors will generate additional revenue to Angeion at no additional cost to the Settlement Fund.

8 47. Angeion's agreements with these vendors and service providers do not alter
9 Angeion's compliance with both the strict terms of the Settlement and plan of allocation and
10 distribution process negotiated by counsel for the Parties and approved by the Court.

11 **FRAUD DETECTION**

12 48. Angeion has developed and deployed its real-time fraud detection and prevention
13 system, AngeionAffirm2.0 ("AngeionAffirm"), which is a comprehensive solution to identify fraud
14 in real time based on both state-of-the-art technology and analysis of over a decade of historical
15 claims data. AngeionAffirm was developed to combat the rising tide of fraudulent claims in class
16 action settlements and the increasingly sophisticated technologies and techniques used by nefarious
17 actors in their attempt to perpetuate fraud. AngeionAffirm will be implemented to detect any
18 fraudulent claim submission and payment selection submissions in this Settlement.

19 49. The success of AngeionAffirm has been recognized by Courts. In the Court's July
20 26, 2024, Report and Recommendation, United States Magistrate Judge Stewart D. Aaron stated,
21 "The Court finds that the claims process administered by Angeion has integrity and has been carried
22 out in a diligent and thorough manner...Based upon the Court's review of the record, the Court finds
23 that Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in
24 this case... Angeion's fraud detection system is robust and appropriately designed to weed out
25 fraudulent claims." *See In re: Novartis and Par Antitrust Litigation*, No. 1:18-cv-04361-AKH-SDA,
26 S.D.N.Y, Report and Recommendation, ECF No. 667.

EXHIBIT A



INNOVATION

IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration
Mass Tort Services | Regulatory Remediation

Judicial Recognition



IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION

Case No. 1:18-cv-04361-AKH-SDA (S.D.N.Y.)

The Honorable Stewart D. Aaron, United States Magistrate Judge, Southern District of New York (July 26, 2024): The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner...Based upon the Court's review of the record, the Court finds that **Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case... Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims.**

IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843 (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, **"I was kind of blown away by how many people made claims."**

BRAUN v. THE PHILADELPHIA INQUIRER, LLC

Case No. 2:22-cv-04185 (E.D. Pa.)

The Honorable John M. Younge (August 8, 2024): 16. The proposed form and manner of notice to members of the Settlement Class set forth in the Weisbrot Declaration...along with the proposed methods of dissemination of notice described therein, satisfy the requirements of Rule 23(e) and due process, are otherwise fair and reasonable, and therefore are approved.

GUIDA v. GAIA, INC.

Case No. 1:22-cv-02350 (D. Colo.)

The Honorable Gordon P. Gallagher (July 19, 2024): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law...The Court further finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. Accordingly, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

FERNANDEZ v. CORELOGIC CREDCO, LLC

Case No. 3:20-cv-01262 (S.D. Cal.)

The Honorable Jeffrey T. Miller (June 20, 2024): The court approved notice of this class action and proposed settlement in the June 16, 2024, Preliminary Approval Order. The Agreement called for sending the Notice directly to class members through email ("email notice") and/or via U.S. Mail. ("notice packet"). In support of his Motions, Plaintiff has filed the Declaration of Lacey Rose, who is employed as a "Senior Project Manager with Angeion," and the Declaration of Steven Weisbrot, the President and Chief Executive Officer of Angeion, the Settlement Administrator retained in this matter. See generally, Doc. No. 316-5, Doc. No. 329. Both declarations detail the actions taken by the Administrator...Accordingly, **the court determines that the Notice in the case was copious, impressive, more than adequate**, and satisfied both the requirements of Rule 23 and due process, giving the settlement class members adequate notice of the Settlement.

JONES v. VARSITY BRANDS, LLC**Case No. 2:20-cv-02892 (W.D. Tenn.)**

The Honorable Sheryl H. Lipman (June 18, 2024): Indirect Purchasers have retained Angeion to serve as Settlement Administrator...*Angeion has designed a multi-layered sophisticated plan* using a combination of Internet, email, publication, social media...The Notice Plan adequately appraises all potential class members of the terms of the Settlement Agreement, provides the opportunity to make informed decisions, and comports with due process.

SALINAS v. BLOCK, INC.**Case No. 3:22-cv-04823 (N.D. Cal.)**

The Honorable Sallie Kim (June 3, 2024): The Court...(b) finds and determines that emailing the Summary Notice, reminder emails to Class Members (if available), and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any social media and print media advertisements deemed appropriate by the Parties (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action...(iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

ESPOSITO v. CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**Case No. MID-L-006360-23 (N.J. Super. Ct.)**

The Honorable Ana C. Viscomi (April 26, 2024): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

KUKORINIS v. WALMART, INC.**Case No. 8:22-cv-02402 (M.D. Fla.)**

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions...a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances...

LE v. ZUFFA, LLC**Case No. 2:15-cv-01045 (D. Nev.)**

The Honorable Richard F. Boulware, II (November 17, 2023): The proposed Notice Plan, including the proposed forms and manner of notice, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure.

IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 8:22-ml-03052 (C.D. Cal.)

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

AMANS v. TESLA, INC.

Case No. 3:21-cv-03577 (N.D. Cal.)

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION

Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)

The Honorable Joy Flowers Conti (October 10, 2023): The Court finds that the method of giving notice to the Settlement Class ("Notice Plan")...(a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws...

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION

Case No. 2:18-mn-02873 (D.S.C.)

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement...The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793 (N.D. Cal.)

The Honorable James Donato (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314 (N.D. Cal.)

The Honorable Edward J. Davila (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013 (N.D. Cal.)

The Honorable Susan van Keulen (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members...The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699 (N.D. Ill.)

The Honorable John Z. Lee (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082 (N.D. Cal.)

The Honorable Beth L. Freeman (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members...The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493 (C.D. Cal.)

The Honorable Fernando M. Olguin (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903 (E.D. Va.)

The Honorable John A. Gibney Jr. (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.**Case No. 3:19-cv-04700 (N.D. Cal.)**

The Honorable Laurel Beeler (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION**Case No. 0:20-cv-01906 (D. Minn.)**

The Honorable Wilhelmina M. Wright (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. D/B/A TESLA MOTORS, INC.**Case No. 5:19-cv-04596 (N.D. Cal.)**

The Honorable Beth Labson Freeman (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.**Case No. 4:19-cv-03074 (N.D. Cal.)**

The Honorable Yvonne Gonzalez Rogers (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**Case No. 2:18-cv-07241 (C.D. Cal.)**

The Honorable Christina A. Snyder (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219 (E.D.N.Y.)

The Honorable Joanna Seybert (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement...The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486 (N.D. Ill.)

The Honorable Robert M. Dow, Jr. (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114 (E.D. Pa.)

The Honorable Michael M. Baylson (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032 (S.D.N.Y.)

The Honorable Cathy Seibel (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL (Cal. Super. Ct.)

The Honorable Eddie C. Sturgeon (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object,

or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702 (W.D.N.Y.)

The Honorable Mark W. Pedersen (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962 (S.D.N.Y.)

The Honorable Lewis J. Liman (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167 (N.D. Ga.)

The Honorable Timothy C. Batten, Sr. (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977 (E.D. Okla.)

The Honorable Robert J. Shelby (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERTS v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418 (N.D. Cal.)

The Honorable Edward M. Chen (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members

of the nature of this Action ...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412 (N.D. Cal.)

The Honorable Jeffrey S. White (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS v. RECKITT BENCKISER LLC

Case No. 1:20-cv-23564 (S.D. Fla.)

The Honorable Jonathan Goodman (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827 (N.D. Cal.)

The Honorable Edward J. Davila (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164 (N.D. Cal.)

The Honorable Edward J. Davila (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members.

NELSON v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)

The Honorable Robert C. Naftz (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION**Case No. 3:20-cv-00812 (N.D. Cal.)**

The Honorable Edward M. Chen (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION**Case No. 2:19-cv-00463 (E.D. Va.)**

The Honorable Raymond A. Jackson (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY v. LG ELECTRONICS U.S.A., INC.**Case No. 2:19-cv-13554 (D.N.J.)**

The Honorable Madeline Cox Arleo (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION**Case No. 2:19-mn-02886 (D.S.C.)**

The Honorable David C. Norton (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS v. FACEBOOK, INC.**Case No. 3:18-cv-05982 (N.D. Cal.)**

The Honorable William Alsup (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION**Case No. 8:16-md-02737 (M.D. Fla.)**

The Honorable Mary S. Scriven (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO v. COACH INC.**Case No. 1:16-cv-01122 (S.D.N.Y.)**

The Honorable Valerie Caproni (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC**Case No. 2:13-cv-01170 (C.D. Cal.)**

The Honorable Dolly M. Gee (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION**Case No. 1:16-cv-03711 (S.D.N.Y.)**

The Honorable Edgardo Ramos (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER v. ZAAPPAAZ, INC.**Case No. 4:18-cv-00430 (S.D. Tex.)**

The Honorable Nancy F. Atlas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER v. WALMART, INC.**Case No. 5:18-cv-05225 (W.D. Ark.)**

The Honorable Timothy L. Brooks (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY v. CYTOSPORT INC.**Case No. 3:15-cv-00165 (S.D. Cal.)**

The Honorable M. James Lorenz (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with

the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821 (N.D. Ga.)

The Honorable J.P. Boulee (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO

Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)

The Honorable Carl Butkus (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200 (N.D. Cal.)

The Honorable Haywood S. Gilliam, Jr. (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23...The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550 (M.D. Fla.)

The Honorable Charlene Edwards Honeywell (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN v. CVS HEALTH

Case No. 4:15-cv-03504 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group

LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider...Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B).

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760 (S.D.N.Y.)

The Honorable Kenneth M. Karas (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER v. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.

Case No. 2:16-cv-00633 (W.D. Pa.)

The Honorable Mark R. Hornak (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION

Case No. 5:15-cv-05764 (N.D. Cal.)

The Honorable Beth L. Freeman (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624 (N.D. Ill.)

The Honorable Harry D. Leinenweber (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP**Case No. 1:18-cv-20048 (S.D. Fla.)**

The Honorable Darrin P. Gayles (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS v. THE GAP, INC.**Case No. CGC-18-567237 (Cal. Super. Ct.)**

The Honorable Richard B. Ulmer Jr. (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE v. NIBCO, INC.**Case No. 3:13-cv-07871 (D.N.J.)**

The Honorable Freda L. Wolfson (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO v. UTZ QUALITY FOODS, INC.**Case No. 1:14-cv-14744 (D. Mass.)**

The Honorable Douglas P. Woodlock (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION**Case No. 3:17-md-02777 (N.D. Cal.)**

The Honorable Edward M. Chen (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice...practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK v. SEARS HOLDINGS CORPORATION

Case No. 1:15-cv-04519 (N.D. Ill.)

The Honorable Manish S. Shah (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW v. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981 (S.D.N.Y.)

The Honorable Vincent J. Briccetti (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141 (E.D.N.C.)

The Honorable James C. Dever III (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073 (S.D.N.Y.)

The Honorable Nelson S. Roman (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.**Case No. 3:15-cv-05166 (N.D. Cal.)**

The Honorable Joseph C. Spero (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION**MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)**

The Honorable John A. Ross (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER v. PPG INDUSTRIES INC.**Case No. 1:15-cv-00912 (N.D. Ohio)**

The Honorable Dan Aaron Polster (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION**Case No. 1:14-md-02583 (N.D. Ga.)**

The Honorable Thomas W. Thrash Jr. (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION T/A GASTITE AND WARD MANUFACTURING, LLC**Case No. 384003V (Md. Cir. Ct.)**

The Honorable Ronald B. Rubin (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite.*

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION**Case No. 2:08-cv-00051 (D.N.J.)**

The Honorable Madeline Cox Arleo (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and...finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.**Case No. 2:15-cv-00259 (W.D. Pa.)**

The Honorable Mark R. Hornak (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of *the efforts of Angeion were highly successful and fulfilled all of those requirements.*

FUENTES v. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES**Case No. 1:15-cv-08372 (S.D.N.Y.)**

The Honorable J. Paul Oetken (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION**MDL No. 2001/Case No. 1:08-wp-65000 (N.D. Ohio)**

The Honorable Christopher A. Boyko (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE v. R.J. REYNOLDS TOBACCO CO.**Case No. 2:09-cv-08394 (C.D. Cal.)**

The Honorable Christina A. Snyder (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA v. SNYDER'S-LANCE, INC.**Case No. 0:13-cv-62496 (S.D. Fla.)**

The Honorable Joan A. Lenard (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

SOTO v. THE GALLUP ORGANIZATION, INC.**Case No. 0:13-cv-61747 (S.D. Fla.)**

The Honorable Marcia G. Cooke (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.**Case No. 3:14-cv-00645 (D. Or.)**

The Honorable Janice M. Stewart (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION**MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)**

The Honorable Sarah S. Vance (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by the Parties, in the case captioned In re: Amazon Return Policy Litig., Case No. 2:23-cv-01372-JNW, pending in the United States District Court for the Western District of Washington (the “Action”). Specifically, this Settlement Agreement is by and between Plaintiffs Laura Abbott, Jill Cappel, Michelle Estep, Maria Khangi, Joshua Soto Lopez, Melissa Urbancic, Heriberto Valiente, Katherine Vojtko, Vince Vojtko, and Dianne Walton-Williams (“Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class defined below, and Defendant Amazon.com, Inc. (“Amazon” or “Defendant,” and, together with Plaintiffs, the “Parties”). The Parties shall submit this Settlement Agreement to the Court for approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS, these cases arise from Plaintiffs’ allegations that certain of Amazon’s return policies and practices violate Washington consumer protection and other laws;

WHEREAS, Defendant denies each and every one of the allegations of wrongful conduct and damages made by the Plaintiff, Defendant has asserted numerous defenses to Plaintiffs’ claims, Defendant disclaims any wrongdoing or liability whatsoever, and Defendant further denies that this matter satisfies the requirements to be tried as a class action under Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, Plaintiffs filed their original complaint in this action on September 5, 2023 (Dkt. 1);

WHEREAS, following the filing of additional lawsuits making similar allegations and competing leadership applications, the Hon. Jamal N. Whitehead appointed Zigler Law Group, LLC and Quinn Emanuel Urquhart & Sullivan, LLP as Co-Lead Interim Class Counsel for the putative classes (“Class Counsel”);

WHEREAS, on March 25, 2024, Plaintiffs filed their Consolidated Complaint (Dkt. 58);

WHEREAS, Defendant in the Action moved for partial dismissal of certain claims of the Plaintiffs on May 15, 2024 (Dkt. 62);

WHEREAS, the Court denied Defendant’s partial motion to dismiss on April 29, 2025 (Dkt. 112);

WHEREAS, on May 23, 2025, Plaintiffs filed their First Amended Consolidated Complaint (Dkt. 116), to which Amazon’s response is not yet due;

WHEREAS, this Settlement Agreement has been reached after the Parties engaged in extensive discovery, exchanged substantial documents and information, and it is the product of sustained, arms-length settlement negotiations and formal mediation;

WHEREAS, both before and after the Court denied Defendant’s motion to dismiss, counsel for the Parties met and conferred several times regarding Plaintiffs’ allegations, Defendant’s defenses, discovery matters, and potential resolution of the Action;

WHEREAS, the Parties eventually mediated the dispute with the assistance of Hon. Layn R. Phillips (Ret.) of Phillips ADR Enterprises (PADRE), reached an agreement in principle to resolve the Action, and agreed to specify the conditions of Settlement in this Settlement Agreement, to be filed with the Court for approval;

WHEREAS, Plaintiffs and Defendant recognize that a final resolution through the litigation process would require protracted adversarial litigation and appeals; substantial risk, uncertainty, and expense; the distraction and diversion of the Defendant's personnel and resources, and the expense of possible future litigation raising similar or duplicative claims; and Plaintiffs, Defendant, and their counsel have agreed to resolve this matter as a class action settlement according to the terms of this Settlement Agreement; and

WHEREAS, Class Counsel have and will continue to take reasonable confirmatory discovery, to the extent that additional information is reasonably required to support the terms of the Settlement Agreement.

NOW, THEREFORE, without: (1) any admission or concession of the lack of merit of the Action by Plaintiffs; or (2) any admission or concession of liability, wrongdoing, or the lack of merit of any defense or Rule 23 argument by Defendant, it is hereby stipulated and agreed by the undersigned on behalf of Plaintiffs, the Settlement Class, and Defendant that this matter and all claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Defendant, subject to Court approval, as required by Rule 23 of the Federal Rules of Civil Procedure, on the terms and conditions set forth herein.

The recitals above are true and accurate and are a part of this Settlement Agreement.

1. DEFINITIONS

1.1. "Action"

"Action" refers to the consolidated consumer litigation titled *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.), including and limited to all underlying consumer cases that were consolidated.

1.2. "Amazon"

"Amazon" means Amazon.com, Inc.

1.3. "CAFA Notice Date"

The CAFA Notice Date means the date on which the Settlement Administrator sends notice of this Settlement that meets the requirements of 28 U.S.C. § 1715 on the appropriate federal and state officials which shall be no later than **ten (10) calendar days** after the Preliminary Approval Deadline.

1.4. "Claim"

A "Claim" is a Settlement Class Member's request for reimbursement or payment under this Settlement Agreement.

1.5. “Claim Form”

“Claim Form” refers to a form used to make a Claim under this Settlement, substantially in the form attached hereto as Exhibit 1.

1.6. “Claimant”

A “Claimant” is a Settlement Class Member or other person or entity eligible to make a Claim pursuant to this Settlement Agreement.

1.7. “Claims Deadline”

“Claims Deadline” means the date that falls 60 days after the Settlement Notice Date.

1.8. “Class Counsel”

“Class Counsel” means the Zigler Law Group, LLC and Quinn Emanuel Urquhart & Sullivan, LLP.

1.9. “Class Data”

“Class Data” includes, for each customer account that is part of the Class Data, and to the extent available, the name or identity of the account holder, postal and email address(es), phone number(s), and, for transactions at issue, the dollar values, order numbers, ASINs, and reason for retrocharge or refund denial.

1.10. “Class Released Claims”

“Class Released Claims” means all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever arising before the Effective Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, which he or she ever had or now has under state or federal law, common law, or under any other principle of law or equity resulting from, arising out of, or related to any and all allegations in any complaint, including the First Amended Consolidated Complaint (ECF No. 116) in this action, including Defendant’s actions, practices, or policies related to returns, refunds, and/or retrocharges.

1.11. “Court”

“Court” means the United States District Court for the Western District of Washington.

1.12. “Defendant”

“Defendant” means Amazon.com, Inc.

1.13. “Effective Date”

“Effective Date” shall mean and refer to the earliest date on which all of the following events shall have occurred: The Settlement is approved in all respects by the Court in this case as required by Fed R. Civ. P. 23(e); the Court enters a Judgment that terminates this action and satisfies the requirements of Federal Rule of Civil Procedure 58; and the deadline(s) for appeal, alteration, or amendment of the Court’s approval of this Settlement and entry of the Final Order and Judgment has or have expired or, if appealed, approval of this Settlement has been affirmed by the court of last resort to which such appeal has been taken, the court has issued a mandate regarding such affirmance, and such affirmance has become no longer subject to further review (e.g., Fed. R. App.

P. 40) or appeal (e.g., U.S. Sup. Ct. R. 13) (including because the deadlines for reconsideration and further appeal have expired) or the appeal is voluntarily dismissed. (Fed. R. App. P. 42). For purposes of this definition, the term “appeal” includes all writ proceedings.

1.14. “Email Notice”

“Email Notice” means the notice to be emailed to Settlement Class Members substantially in the form of Exhibits 2 & 3.

1.15. “Exclusion Deadline”

The “Exclusion Deadline” means the date **sixty (60) calendar days** after the Settlement Notice Date.

1.16. “Execution Date”

“Execution Date” means the date on which this Settlement Agreement has been signed by all parties.

1.17. “Final Approval Hearing”

“Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement Agreement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement Agreement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement Agreement; (e) rule on Class Counsel’s Application for a Fee and Expense Award; (f) rule on Class Representatives’ Application for Class Representative Service Awards; and (g) consider whether to enter the Final Approval Order and Judgment.

1.18. “Final Approval Order and Judgment”

“Final Approval Order and Judgment” means the order and judgment issued by the Court granting final approval of this Settlement Agreement and dismissing with prejudice Plaintiffs’ claims, confirming certification of the Settlement Class, and making such other findings and determinations as the Court deems necessary and appropriate to approve the Settlement.

1.19. “Final Funding Date”

“Final Funding Date” means the date on which Defendant pays the sum of three hundred four million five hundred thousand United States dollars (US\$304,500,000) into the Settlement Fund which shall be no later than **thirty (30) calendar days** after the Effective Date.

1.20. “Initial Funding Date”

“Initial Funding Date” means the date on which Defendant pays the sum of five million United States dollars (US\$5,000,000) into the Settlement Fund which shall be no later than **thirty (30) calendar days** after the Court’s Preliminary Approval Order.

1.21. “Long Form Notice”

“Long Form Notice” refers to the notice substantially in the same form as Exhibit 6.

1.22. “Parties” or “Party”

“Parties” (or “Party” individually) means Plaintiffs and/or Defendant.

1.23. “Preliminary Approval Deadline”

The “Preliminary Approval Deadline” means the date Class Counsel presents this Settlement Agreement to the Court for review and seeks entry of the Preliminary Approval Order which shall be no later than January 23, 2026.

1.24. “Preliminary Approval Order”

“Preliminary Approval Order” means the Court’s order, proposed in the form attached hereto as Exhibit 7, preliminarily certifying the Settlement Class for settlement purposes, preliminarily approving the proposed Settlement, approving and directing the Settlement Class notice plan, appointing a Settlement Administrator, and appointing Class Counsel.

1.25. “Press Release”

“Press Release” means notice in a form substantially similar to Exhibit 8.

1.26. “Released Parties”

“Released Parties” means Amazon.com, Inc. and each of its past, present, and future employees, parents, subsidiaries, affiliate corporations, including but not limited to each such entity’s members, officers, directors, employees, agents, personal representatives, contractors, vendors, resellers, suppliers, insurers, attorneys, and assigns.

1.27. “Reminder Email Notice”

“Reminder Email Notice(s)” means notice in a form substantially similar to Exhibits 4 & 5.

1.28. “Settlement” and “Settlement Agreement”

“Settlement” means the settlement into which the Parties have entered to resolve the Action, the terms of which are as set forth in this “Settlement Agreement,” including all attached Exhibits.

1.29. “Settlement Administrator”

“Settlement Administrator” means the settlement administrator selected by Plaintiffs’ counsel, subject to Court approval, Angeion Group.

1.30. “Settlement Class”

The “Settlement Class” is defined as follows:

All persons who initiated a return to Amazon or requested a refund regarding a physical product purchased and (per Amazon’s records) received in the U.S. after being sold through Amazon.com from September 5, 2017 to the time the Class Data is prepared, and who (1) incorrectly did not receive a refund from Amazon or received an untimely or incorrect refund from Amazon; and/or (2) did receive a refund but were later incorrectly charged by Amazon for the product(s) that was (were) the subject of the return.

Excluded from the Settlement Class are: Defendant; Defendant's employees and agents; any judge conducting proceedings in this action and the judge's parents, spouses and children as well as any other member of the judge's family residing in the judge's household; counsel of record in this Action; individuals and entities who validly and timely opt-out; the legal representatives, heirs, successors and assigns of any excluded person and the United States government; and any purchases from Amazon affiliates and subsidiaries, except where those (i) purchases occur on Amazon.com and (ii) returns are handled through Amazon's fulfillment channels.

1.31. "Settlement Class Members"¹

"Settlement Class Members" means all persons who had transactions at issue in the Settlement Class.

1.32. "Settlement Fund"

- 1.32.1. "Settlement Fund" means the escrow account at a federally insured financial institution created and funded by Amazon in the amount of \$309.5 million as part of this Settlement as set forth in Section 13.13.
- 1.32.2. The "Gross Settlement Fund" shall mean the total funds paid into the Settlement Fund, including interest.
- 1.32.3. The "Net Settlement Fund" shall mean the funds remaining, including interest, in the Settlement Fund after payment of the administrative expenses contemplated by this Agreement, Court-awarded attorneys' fees, costs, and service awards.

1.33. "Settlement Notice Date"

"Settlement Notice Date" means the date on which the Settlement Administrator first sends the Settlement Class notice as set forth in Section 5.5.3.1, which shall take place no later than **forty-five (45) calendar days** after issuance of the Court's Preliminary Approval Order.

1.34. "Settlement Subclass A"

"Settlement Subclass A" means all persons whose transactions are included in Settlement Subclass A.

1.35. "Settlement Subclass B"

"Settlement Subclass B" means all persons who had transactions at issue in the Settlement Class other than the transactions included in "Settlement Subclass A."

1.36. "Supplemental Class Data"

"Supplemental Class Data" means data reflecting the amount of refund, if any, provided by Amazon for each transaction identified in the Class Data.

¹ The Parties understand and agree that by identifying Settlement Class Members, including members of Settlement Subclass A and Settlement Subclass B, and agreeing to payments as part of this Settlement, Amazon does not concede that any Settlement Class Members are entitled to any refunds or other monies, other than for the express and sole purpose of settling this matter, and as specified in this Settlement Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1 Defendant represents that it has all requisite corporate power and authority to execute, itself or by Defendant's counsel, to deliver and perform this Agreement and to consummate the transactions contemplated herein, that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, and that this Agreement has been duly and validly executed as aforesaid and constitutes its legal, valid and binding obligation.

2.2 Defendant represents that its good faith estimate of the scope of the Settlement Subclass A transactions covered by the Settlement and the associated releases provided herein, includes:

Approximately \$81 million of transaction values in Settlement Subclass A that are eligible for full refunds to be paid out of the Settlement Fund, in addition to interest payments as described below.

Approximately \$604 million of transaction values as described in Section 4.2 below, regarding which (1) Amazon has already issued approximately \$570 million in refunds and (2) Settlement Subclass A class members will also receive interest payments from the Settlement Fund.

2.3 Defendant represents that its good faith estimate of the most likely potential claim pool for Settlement Subclass B is approximately \$400 million.²

2.4 Class Counsel believe this Settlement resolves all consumer suits of which they are aware related to Amazon's actions, practices, or policies related to returns, refunds, and/or retrocharges.

2.5 Class Counsel represent and warrant that they have no other agreements with other counsel regarding any Settlement Class Members, including any agreements with respect to referring, soliciting, or encouraging any Settlement Class Members to request to be excluded (or "opt out") from this Settlement Agreement.

3. CERTIFICATION FOR SETTLEMENT PURPOSES

3.1 For the sole purpose of effectuating this Settlement, Defendant stipulates to: (1) certification of the Settlement Class defined in Section 1.30 and (2) to the appointment of Plaintiffs as the Class Representatives for the Settlement Class, and to the appointment of Quinn Emanuel Urquhart & Sullivan LLP and Zigler Law Group, LLC as Co-Lead Class Counsel for the Settlement Class.

3.2 No later than January 23, 2026, Class Counsel shall present this Settlement Agreement to the Court for review and seek entry of the Preliminary Approval Order (the "Preliminary Approval Deadline").

4. SETTLEMENT CONSIDERATION

In consideration for the Settlement Agreement, entry of judgment, and dismissal, and for the mutual releases provided herein, Defendant agrees to provide the following consideration to

² This categorization is for descriptive purposes only and not an admission or acknowledgement that anyone in this group has a valid, timely, or legitimate claim.

the Settlement Class. The consideration described below includes monetary and non-monetary benefits provided or implemented during the pendency of the Action and preserved, completed, or enhanced through this Settlement, without any admission of liability.

4.1. The Settlement Fund

- 4.1.1. Defendant will pay a total of \$309.5 million into a non-reversionary common fund as described in Section 13.13. Defendant shall fund the Settlement Fund as follows: (a) within **thirty (30) calendar days** after the Court's Preliminary Approval Order, Defendant shall pay the sum of five million United States dollars (US\$5,000,000) into the Settlement Fund; and (b) within **thirty (30) calendar days** after the Effective Date, Defendant shall pay the sum of three hundred four million five hundred thousand United States dollars (US\$304,500,000) into the Settlement Fund.
- 4.1.2. Except as otherwise provided in Section 4.2.1, in no event will Defendant be required to pay anything more than \$309.5 million, as described above, in connection with the Settlement.

4.2. Additional Monetary Benefits to Settlement Class

- 4.2.1. After this litigation was filed, Defendant identified certain customer refunds that were potentially unpaid and, in 2025, elected to implement a process to pay those refunds, including by paying some refunds for which Amazon could not confirm the money was owed. These refunds include (1) refunds not completed due to a payment processing issue; and (2) refunds not completed where Amazon does not have sufficient confirmation that the correct item(s) were returned as required. As of December 1, 2025, Defendant has issued approximately \$570 million in these refunds pursuant to this process, with approximately \$34 million of refunds remaining unpaid (the "Remaining Unpaid Refunds").³ The refunds described in this subsection address some of the same categories of unpaid returns that are the subject of Plaintiffs' claims in this Action. As part of the consideration provided under this Settlement, Defendant has agreed to make reasonable efforts to complete payment of these Remaining Unpaid Refunds to Settlement Class Members outside of the Settlement Fund unless Amazon has a good faith belief that there is suspected fraud or abuse, or that such payment conflicts with Amazon's compliance or other legal obligations. Amazon will not claw back any amounts paid according to the process discussed in this paragraph, unless such claw back is requested by the account holder; or Amazon has a good faith belief that there is suspected fraud or abuse, or that such action is necessary for Amazon's compliance or other legal obligations.
- 4.2.2. To the extent Amazon is unable to complete such payments (due to, for example, closed accounts) by the date Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will make reasonable efforts to complete such payments from the Settlement Subclass A Common

³ The calculation of eligible refunds is based on data through September 2025. The amount of paid refunds is through December 1, 2025.

Fund. These efforts are intended to ensure that Settlement Class Members receive the full benefit of the refund payments described in Section 4.2.1 as part of the relief secured through this Settlement. For this purpose, Amazon will provide the Supplemental Class Data no later than 15 days after the Final Approval Order and Judgment is filed.

4.3. Non-Monetary Relief

4.3.1. In an effort to improve its return and refund practices, Amazon has implemented or will implement, by no later than the Effective Date, reasonable processes as follows:

- 4.3.1.1. Regular monitoring to ensure returns processed by Amazon are processed within the timelines contained in the Amazon Return Policy.⁴ Amazon will maintain such measures for eighteen months after the Effective Date.
- 4.3.1.2. In order to promote the completion of accurate and timely processing of refunds, review and troubleshoot technical issues that prevented refunds from processing or resulted in erroneous retrocharges (for returns processed by Amazon). Amazon will maintain such measures for eighteen months after the Effective Date.
- 4.3.1.3. For circumstances where customers initiate returns, but their approved refunds are still not completed after thirty days because of a payment processing issue, processes for automatic re-processing of the refunds. For circumstances where the automatic re-processing remains ineffective, processes for manual re-processing of the refunds. Amazon will maintain such measures for eighteen months after the Effective Date.
- 4.3.1.4. For customers who initiate returns that are processed by Amazon, notify customers by sending them a message when a refund is approved or denied. Amazon will maintain such measures for twenty-four months after the Effective Date.
- 4.3.1.5. For returns processed by Amazon, take reasonable steps to refund customers who initiate returns, but which return has not completed the grading process within 90 days, provided that Amazon has a reasonable belief that such returns are not fraudulent, abusive, or otherwise improper. Amazon will maintain such measures for twelve months after the Effective Date.
- 4.3.1.6. For returns processed by Amazon, send a message to customers in cases where customers initiate returns, but which return has not finished the grading process within 90 days. Such notification will inform customers, in sum or substance, that their returns have not been processed and that they should contact Amazon with any questions. Amazon will maintain such measures for twenty-four months after the Effective Date.

⁴ In this Settlement Agreement, “customer who initiates a return” or similar language means a customer for whom Amazon’s records indicate the customer has initiated the return in accordance with Amazon’s instructions.

- 4.3.2. Each of the measures and terms described above is subject to reasonable modification based on unforeseen operational limitations (e.g., natural disasters, epidemics, pandemics, wars, and other events that impact Amazon's supply chain and other operations), Amazon's good faith belief that there is suspected fraud or abuse, or Amazon's compliance or other legal obligations. For example, suspected fraud, abuse, or otherwise improper conduct by persons initiating returns may require different measures than those described above. Each of the measures described above is further subject to material compliance, and human, technological, or system errors will not cause a violation of this Section.

5. NOTICE TO THE CLASS

5.1. Settlement Administrator

- 5.1.1. In Plaintiffs' motion for preliminary approval of this Settlement, Plaintiffs will propose that the Court approve Plaintiffs' selection of the Settlement Administrator, Angeion Group.
- 5.1.2. The Settlement Administrator's responsibilities shall include, but are not limited to: using commercially reasonable methods to determine email addresses for Settlement Class Members, setting up and maintaining the Settlement Website and toll-free telephone number, fielding inquiries about the Settlement Agreement, processing and reviewing Claims, determining the amount of payments to be made to Settlement Class Members, sending payments to Settlement Class Members, mailing of required CAFA notices, ensuring the safety and security of Settlement Class Member data transferred to the Settlement Administrator from Amazon for purposes of effectuating notice and payments,⁵ and any other tasks reasonably required to effectuate the Settlement.
- 5.1.3. In connection with the motion for final approval of the Settlement, the Settlement Administrator shall provide a sworn declaration setting forth compliance with the notice plan set forth in this Settlement Agreement and providing such information as may be requested by Class Counsel, Defendant, or the Court.
- 5.1.4. The Escrow Agent may pay the Settlement Administrator's actual costs of notice and Settlement administration from the Settlement Fund to the Settlement Administrator without further order of the Court. In no event will monies paid to the Settlement Administrator be returned or repaid to any Plaintiffs, Class Counsel, or Defendant or any other person or entity who or which funds the Settlement.

5.2. CAFA Notice

The Settlement Administrator shall serve notice of this Settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, and serve it on the appropriate federal and state officials no later than

⁵ This includes but is not limited to complying with Amazon's data security requirements, participating in a security review, and remediating any deficiencies identified through Amazon's security review.

ten (10) calendar days after the Preliminary Approval Deadline. The costs for preparing and mailing the notices shall be paid out of the Settlement Fund.

5.3. Notice Deadline

- 5.3.1. No later than **forty-five (45) calendar days** after issuance of the Court's Preliminary Approval Order, Class Counsel shall cause notice to the Class to be disseminated by the Email Notice, the Press Release, and the dedicated Settlement Website. The form and substance of all notices provided to Settlement Class Members shall be subject to approval from the Court.

5.4. Notice Content

- 5.4.1. The Settlement Administrator will use its expertise to develop an Email and Long Form Notice of this settlement and interactive website. The notice program will be multilingual.

5.5. Class Notice Methods

- 5.5.1. Defendant will provide the Class Data to the Settlement Administrator no later than **twenty-one (21) calendar days** after Plaintiffs file their motion for preliminary approval of the Settlement.
- 5.5.2. For purposes of providing notice to Settlement Class Members, Settlement Class membership will be determined solely by reference to the Class Data.

5.5.3. Email Notice

- 5.5.3.1. Within **forty-five (45) calendar days** of the Court's Preliminary Approval Order, Class Counsel shall cause the Settlement Administrator to provide the Email Notice by email to the last known email for each account in the Class Data.
- 5.5.3.2. The Email Notice will contain a hyperlink to the dedicated Settlement Website which will contain the Long Form Notice and a procedure to submit a Claim and elect a payment method.
- 5.5.3.3. Upon receiving confirmation of undelivered email, the Settlement Administrator will send the Email Notice to any alternate email associated with the Amazon account in question, to the extent alternate email addresses are provided in the Class Data.
- 5.5.3.4. The Settlement Administrator will send at least three Reminder Email Notices.
- 5.5.3.5. The Settlement Administrator will provide to Class Counsel and Defendant's counsel weekly updates on payment success rates and returned mail.

5.5.4. Settlement Website

- 5.5.4.1. The Settlement Administrator shall create and maintain a dedicated Settlement Website—the content and domain name of such are subject to prior approval by Defendant and Class Counsel—which will contain: (i) instructions on how to obtain payments from the Settlement Fund;

(ii) instructions on how to contact the Settlement Administrator for assistance with Claims; (iii) the Long Form Notice; (iv) this Settlement Agreement; (v) any orders issued in this Action approving or disapproving of the proposed Settlement, including any orders approving of the Settlement preliminarily or finally; (vi) Plaintiffs' motion for attorneys' fees, costs and service award(s); (vii) procedural information regarding the status of the Court-approval process, such as an announcement when the Final Approval Hearing is scheduled, when the Final Approval Order has been entered, when the Effective Date is expected or has been reached, and when payment will likely be mailed; (viii) the Claim Form; and (ix) any other information the Parties determine is relevant to the Settlement (the "Settlement Website").

5.5.4.2. The Settlement Website shall provide Settlement Class Members a mechanism by which Claimants can submit Claims electronically and to elect methods of payment, including PayPal, Venmo, Zelle, ACH, prepaid card, Amazon credit or check.

5.5.4.3. The Settlement Administrator shall make the Settlement Website available on the same day Plaintiffs file the motion for preliminary approval of the Settlement, and shall terminate the Settlement Website either: (1) **sixty (60) calendar days** after all funds in the Settlement Fund have been distributed and after the deadline for all Settlement Class Members to negotiate their checks has passed; or (2) **thirty (30) calendar days** after the date on which the Settlement is terminated.

5.5.5. Press Release

5.5.5.1. On the Settlement Notice Date, and again **thirty (30) calendar days** after the Settlement Notice Date, the Settlement Administrator shall issue the Press Release publicizing the existence of the Settlement Website.

5.5.6. Class Member Inquiries

5.5.6.1. The Settlement Administrator shall maintain a dedicated toll-free telephone number for Class members to call. The telephone numbers shall be listed on the Email Notice, Long Form Notice, and the dedicated Settlement Website.

5.5.6.2. The Settlement Administrator shall be prepared to respond to questions regarding the status of submitted Claims, how to submit a Claim, and other aspects of this Settlement.

5.5.6.3. If individuals, including Settlement Class Members and those who believe that they may be Settlement Class Members, contact Defendant regarding this Settlement, Defendant may refer such individuals to the Settlement Administrator.

5.5.6.4. The Settlement Administrator shall provide an option for Claimants to indicate a preference for communication via regular U.S. mail instead of email.

- 5.5.6.5. The Settlement Administrator will use various tools to review public social media conversation about the settlement in real time. Where appropriate, the Settlement Administrator will provide a response.
- 5.5.7. Nothing in this Settlement Agreement restricts or limits Amazon's ability to respond to customers' inquiries concerning their transactions, including transactions at issue in the Settlement. Nothing in this Settlement Agreement restricts or limits Class Counsel's ability to communicate with their clients or Settlement Class Members.

6. PAYMENTS AND CLAIMS ADMINISTRATION

6.1. Claims Submissions

- 6.1.1. Settlement Subclass A funds will be distributed to Settlement Subclass A class members without the necessity of filing a Claim. However, Settlement Subclass A class members will be asked to select a preferred payment method.
- 6.1.2. Settlement Subclass B funds will be distributed to Settlement Subclass B class members who show to the Claims Administrator, including through submission of a Claim Form, that they more likely than not are members of the Settlement Class, based on the evidence presented.
- 6.1.3. To be considered, all Claims must be submitted by the Claims Deadline.
- 6.1.4. Claims submitted pursuant to this Settlement Agreement may be submitted, at the election of the Claimant, by U.S. mail or through the dedicated Settlement Website. The mailing address to which Claimants may submit Claims, as well as Claimants' right to submit their Claims through the Settlement Website, shall be stated prominently in each of the following locations: the Long Form Notice, the Email Notice, and the Settlement Website.

6.2. Claims Processing

- 6.2.1. Upon receipt of a Claim, the Settlement Administrator shall review the Claim in its sole discretion to determine whether it is more likely than not that a Claimant is a member of the Settlement Class, based on the evidence presented. For valid Claims, the Settlement Administrator shall determine the amount of the payout from the Settlement Fund.
- 6.2.2. It is the intent of the Parties that no person or entity committing or attempting to commit fraud or deceit shall receive any compensation as a result of this Settlement, including through fraudulent or otherwise incorrect Claims.
- 6.2.3. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Claims, including, without limitation, employing reasonable procedures to screen Claims for abuse or fraud and deny Claims where there is evidence of abuse or fraud, including by cross-referencing approved Claims with the Class Data.
- 6.2.4. The Settlement Administrator shall determine whether a Claim is approved and shall reject Claims that fail to (a) comply with the Claim instructions or the terms of this Agreement, or (b) provide full and complete information. The

Settlement Administrator will have the discretion to undertake, or cause to be undertaken, further verification and investigation by inquiring further of the Settlement Class Member, including the nature and sufficiency of any Claim. The Settlement Administrator may contact any person who has submitted a Claim to obtain additional information necessary to verify the Claim.

- 6.2.5. Claims must be submitted by the Settlement Class Member, except for Claims submitted by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, or a deceased individual. All other Claims will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.
- 6.2.6. The Settlement Administrator shall notify Claimants of any Claims that the Settlement Administrator determines do not provide sufficient information to both establish the Claimant's membership in the Settlement Class and enable a payout from the Settlement Fund to the Claimant. The Settlement Administrator must make all such notifications promptly. In so notifying Claimants, the Settlement administrator shall notify the Claimant of:
 - 6.2.6.1. Any deficiency in required documentation and shall reasonably specify what documents and/or information, if any, are still needed for Claims determination and/or payment;
 - 6.2.6.2. The basis for the Settlement Administrator's decision to deny a Claim, including the specific deficiencies in the Claim's supporting documentation, if any; and
 - 6.2.6.3. The Claimant's right to attempt to cure any deficiency, including any deficiency that led to the Settlement Administrator's denial of a Claim.
- 6.2.7. The Settlement Administrator will provide instructions for appealing the Settlement Administrator's decision in the Long Form Notice, on the dedicated Settlement Website, and in communications to Claimants.
- 6.2.8. In response to receiving a notice of a rejected Claim, Claimants may:
 - 6.2.8.1. Attempt to cure the deficiency stated as justification for denying a Claim, by submitting the information and/or documentation identified by the Settlement Administrator as lacking in the Claim, within **fourteen (14) calendar days** of the written notice. After an attempt to cure, the Settlement Administrator must issue a final determination communication to the Claimant within **ninety (90) calendar days** of the Claims Deadline; or
 - 6.2.8.2. Appeal the Settlement Administrator's decision within **fourteen (14) calendar days** of the written notice by transmitting a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator; or
 - 6.2.8.3. Accept the determination by the Settlement Administrator, which acceptance will be presumed if no cure attempt or appeal is received by the

Settlement Administrator within **twenty-one (21) calendar days** of the date the Settlement Administrator provides notice of its determination.

- 6.2.9. The Settlement Administrator's decision as to the validity of any Claim shall be final. Other than as described above, neither the Parties nor the Settlement Administrator will have any further obligation to send notice to the Settlement Class Members of the Settlement or of the determination as to validity of Claims.
- 6.2.10. Class Counsel and counsel for Defendant shall have the right, but no obligation, to review and comment on all Claims submissions, determinations, and appeals, obtain information and documents from the Settlement Administrator to assist the administration of Claims and appeals, and confer with the Settlement Administrator regarding determinations of Claims and appeals.

6.3. Claims Reporting

On a weekly basis beginning 30 days after the Settlement Notice Date, the Settlement Administrator shall provide Class Counsel and Defendant's counsel with a report regarding Claims received, each Claim's status, and any final determinations made. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's counsel with a copy of any final determination notice sent and all other documentation associated with the Claim. By no later than **ninety (90) calendar days** after the Claims Deadline (and subject to reasonable extensions agreed to by Class Counsel depending on Claims volume), the Settlement Administrator shall report to Defendant and Class Counsel the total number and value of all approved Claims.

6.4. Distribution from the common fund

The Common Fund will be used to pay all remaining relief to Settlement Class Members, costs of administration of the settlement, and Plaintiffs' costs, service awards, and attorneys' fees. After deductions for the administrative expenses contemplated by this Agreement and Court-awarded attorneys' fees, costs, and service awards, if any, the sums remaining in the Settlement Fund (the "Net Settlement Fund") will be divided and distributed as follows:

- 6.4.1. **Settlement Subclass A Common Fund:** A common fund of 92.7% of the Net Settlement Fund, divided among all Settlement Subclass A members, through direct payments of the unpaid transaction amounts plus an amount proportional to potential prejudgment interest at issue.⁶
- 6.4.2. **Settlement Subclass B Common Fund:** A common fund of 7.3% of the Net Settlement Fund, divided among all Settlement Subclass B members who submit Claim Forms to the administrator showing more likely than not their

⁶ For avoidance of doubt, note that all transactions discussed in Section 4.2.1 are included in Settlement Subclass A, and the Settling Parties acknowledge that the total amount of these transaction values (estimated as approximately \$604 million) may change. In addition, the Settling Parties understand that the total unpaid transaction amounts for Subclass A are less than the amount of the Subclass A common fund. Thus, all Settlement Class Members with transactions under Section 4.2.1 will receive automatic interest payments from the common fund for Settlement Subclass A. Within 30 days of the Preliminary Approval Order, Plaintiffs shall provide the Settlement Administrator with a methodology for calculating interest payments for each Settlement Class Member, which the Settlement Administrator will then use to calculate the partial interest payments that each Settlement Class Member who receives a payment shall receive.

membership in the Settlement Subclass B and entitlement to a payment, through direct payments in an amount proportional to the unpaid transaction amounts and potential prejudgment interest at issue.

- 6.5. To the extent a Settlement Class Member is a member of both Settlement Subclass A and Settlement Subclass B, such person will be entitled to receive payouts from both of the Settlement Subclass A and B common funds, which payouts may be added together to be paid in a single payment.
- 6.6. The Settlement Administrator's decisions as to the amount of payment to be made to any and all Settlement Class Members shall be final.
- 6.7. **Thirty (30) calendar days** after the Final Funding Date, the Settlement Administrator shall be authorized to distribute the Net Settlement Fund to Class Members in accordance with this Section of this agreement.
 - 6.7.1. Before commencing any distributions to the Settlement Class Members, the Settlement Administrator shall determine the funds necessary to cover the costs of notice and administration that the Settlement Administrator has already incurred, and reasonably expects to incur, in completing the distribution and notice plan as well as a detail of the proposed distributions to Settlement Class Members. The Settlement Administrator shall submit that detail to Class Counsel for approval. Once approved, the Settlement Administrator should withhold the estimated amount of expenses from further distribution from the Settlement Fund to cover costs of notice and administration.
 - 6.7.2. For each payment under this Settlement Agreement, the Settlement Administrator shall send to the Settlement Class Members a digital payment, such as PayPal, Venmo, Zelle, ACH, prepaid card, Amazon credit, or a check, pursuant to the Class member's stated preference.
 - 6.7.3. For those Settlement Subclass A Members that do not select a preferred payment method by one hundred and five (105) calendar days after the date the Court grants final approval of the Settlement, the Settlement Administrator will attempt to match the Class Member to active Zelle users and will send a Zelle digital payment to those who match. Those who do not match to Zelle users ("Unmatched Settlement Subclass A Members") will then receive three "second chance" emails from the Settlement Administrator requesting the Class Member provide their preferred payment method to the Settlement Administrator. If, after these emails, an Unmatched Settlement Subclass A Member does not provide a workable payment method, the Settlement Administrator will select an alternative reasonable means of issuing payment, including check, Amazon credit, PayPal, or another alternative means. If all the aforementioned attempted payments to Unmatched Settlement Subclass A Members are not effective, the funds at issue will be distributed pursuant to Section 6.8 below.
 - 6.7.4. Settlement Class Members who receive paper checks shall have ninety (90) calendar days after checks are mailed to negotiate their checks. Settlement Class

Members who do not negotiate their check within forty-five (45) calendar days will receive one second chance email reminder.

- 6.7.5. The Settlement Administrator will provide to Class Counsel and Defendant's counsel weekly updates on the status of disbursements and cashed checks.
- 6.7.6. **One hundred and twenty (120) calendar days after, and again one hundred and eighty (180) days after**, all initial payments are sent to Class members, the Settlement Administrator shall provide a full accounting of the actual and estimated future costs of settlement administration, and inform Class Counsel and Defendant of the remaining value of any monies in the Settlement Fund as well as the amount of any intended distribution under Section 6.8.
- 6.8. **Residual Funds:** In the event that unclaimed funds remain in the Settlement Fund after the Settlement Administrator has exhausted all commercially reasonable methods of effectuating payments to Settlement Class Members, the Settlement Administrator shall distribute any remaining amounts in the Settlement Fund as an additional payment to each Settlement Class Member who received payment so long as the amount remaining in the Settlement Fund is sufficient to pay for the costs of the redistribution. Should redistribution be infeasible due to the amounts remaining in the fund being insufficient to satisfy the above criteria, or should amounts remain in the fund even after redistribution, the Settlement Administrator shall donate any residual amounts to a cy pres recipient to be agreed between the Parties and approved by the Court. Any cy pres recipient shall agree to use the funds for non-litigation purposes. If the Parties cannot agree on a cy pres recipient, the Court shall select a cy pres recipient.
- 6.9. The Settlement Administrator will pay any and all Amazon credits from the \$309.5 million common fund, without any need for involvement, assistance, or oversight from Amazon. Amazon has the right, but no obligation, to effectuate or assist the effectuation of payments of Amazon credits from the Settlement Fund.
- 6.10. The Settlement Administrator shall destroy any and all copies of the Class Data within the later of thirty (30) calendar days after (1) the final disbursement of monies from the Settlement Fund to a Settlement Class Member; and (2) the 90-day period for negotiation of all checks sent to Settlement Class Members has expired. In addition, if the settlement is terminated for any reason, the Settlement Administrator shall immediately destroy any and all copies of the Class Data.
- 6.11. The Parties acknowledge and agree that any and all provisions, rights, or benefits conferred by any law of any state or territory of the U.S., or any principle of common law, that provides for how residual amounts in a Settlement fund should be distributed, including, but not limited to, California Code of Civil Procedure section 384(b), are not applicable to this Settlement Agreement. Although the Parties expressly agree that this Settlement is not governed by California Code of Civil Procedure section 384(b) or other similar laws and does not create a settlement fund nor any "unpaid residue," the Class Representatives on behalf of themselves and the Class members nonetheless expressly acknowledge and agree that, to the extent permitted by law, they are waiving any protections of California Code of Civil Procedure section 384(b) and of any comparable statutory or common law provision of any other jurisdiction.

- 6.12. The Parties acknowledge and agree that the forms of compensation set forth in this Section do not constitute gift cards, gift certificates, or member rewards cards under any federal and/or state laws.
- 6.13. Nothing in this Settlement Agreement shall be read to prevent Defendant from electing, at its sole discretion and on a case-by-case basis, to implement or to continue to implement any customer satisfaction or goodwill policy, program, or procedure at its discretion, that provides consideration to Settlement Class Members without regard to the Class members' entitlement to relief under the Settlement Agreement.

7. ATTORNEYS' FEES AND SERVICE PAYMENTS

- 7.1. No later than **fourteen (14) calendar days** prior to the deadline for requests for exclusion and objections, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for their representation of the Settlement Class, as well as for any service awards. The Settlement Administrator shall post this application to the Settlement Website within one day of filing with the Court.
- 7.2. Of the amount paid into a Settlement Fund pursuant to Section 4.1.1, Class Counsel may choose to seek up to \$100,000,000 as its attorneys' fees in this action, subject to Court approval. If the Court awards Class Counsel less than this amount, any remainder shall become part of the Net Settlement Fund to distributed to the Settlement Subclasses in accordance with the distribution plan set forth Section 6.4.
- 7.3. Of the amount paid into a Settlement Fund pursuant to Section 4.1.1, Class Counsel may seek up to \$1,000,000 as cost reimbursement in this action, subject to Court approval. If the Court awards Class Counsel less than this amount, any remainder shall become part of the Net Settlement Fund to distributed to the Settlement Subclasses in accordance with the distribution plan set forth Section 6.4. The amount of costs and other expenses requested by Class Counsel shall not exceed Class Counsel's actually incurred costs and other expenses.
- 7.4. Class Representatives may each choose to seek a service award of \$7,500 for their efforts on behalf of the class payable from Class Counsel's fee award.
- 7.5. Plaintiffs agree not to challenge the Settlement or enforcement of the Settlement in any way based on the amounts the Court decides to award for attorneys' fees, costs, or service awards.
- 7.6. Any Court-approved service award, as well as Class Counsel's Court-awarded attorneys' fees and costs, as awarded by the Court, as well as any and all additional costs associated with the Settlement, including to administer the Settlement, shall be paid by the Escrow Agent from the Settlement Fund no later than **ten (10) business days** after the Final Funding Date.

8. MUTUAL RELEASE AND SETTLEMENT AGREEMENT ENFORCEMENT

8.1. The Settlement Class's Release

- 8.1.1. In exchange for the consideration detailed in this Settlement Agreement, each member of the Settlement Class who has not validly excluded himself or herself from the Settlement Class, on behalf of themselves and their respective spouses,

heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and will be conclusively deemed to have fully, finally, and forever settled, released, and discharged, all the Released Parties of and from all Class Released Claims. For purposes of clarity, but not limitation, this release includes any form of equitable relief, actual damages, statutory damages, and/or punitive damages sought from the Released Parties. Plaintiffs' release pursuant to this Settlement includes their release of all individual and class claims that they assert in this action. For the avoidance of doubt, this release will not apply to any claims relating to the enforcement of this Settlement Agreement, nor to any claims currently asserted in other currently pending matters as of October 20, 2025 unless and to the extent such claims include Class Released Claims.

- 8.1.2.** Subject to the Court's approval, the Settlement Class Members will be bound by the Settlement Agreement, and all Class Released Claims will be dismissed with prejudice and released as against the Released Parties, even if the Settlement Class Member never received actual notice of the Settlement prior to the Final Approval Hearing, never made a Claim, or never received or cashed a check or other payment in connection with this Settlement.

8.2. Defendant's Release

- 8.2.1. Upon the Effective Date, Defendant will release as against Class Representatives and all other Settlement Class Members, any and all claims arising out of the institution, prosecution, or Settlement of the claims against the Defendant, except for claims relating to the enforcement of this Settlement Agreement.

8.3. Waiver of Unknown Claims; General Release.

- 8.3.1. Each Settlement Class Member acknowledges that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Action and the Class Released Claims, but it is their intention to, and they do fully, finally, and forever settle and release any and all Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts, whether known or unknown. Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver and/or of any other applicable federal or state law relating to limitations on releases with respect to the Class Released Claims.
- 8.3.2. Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code § 1542, and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims.

- 8.3.3. Each Settlement Class Member acknowledges that they are familiar with principles of law such as § 1542 of the Civil Code of the State of California which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- 8.3.4. This Settlement Agreement provides a specific release of the Class Released Claims, not a general release in the sense contemplated by these laws. To the extent applicable, the Settlement Class Members hereby waive the provisions, rights, and benefits of § 1542 of the Civil Code of the State of California and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims. The Settlement Class Members hereby affirm that this waiver is knowing and voluntary.

8.4. Binding Release.

- 8.4.1. Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Action, the res judicata effect of the Final Approval Order, the foregoing releases, or any other provision of the Final Approval Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

8.5. Releases Not Effective Against Opt-Outs.

This Settlement Agreement, including the release in the preceding paragraphs does not affect the rights of Settlement Class Members who timely and properly request exclusion from the Settlement Class.

9. SETTLEMENT APPROVAL PROCESS

9.1. Intention to Complete Settlement

- 9.1.1. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. Plaintiffs shall draft all preliminary approval and final approval papers.

9.2. Preliminary Court Approval

- 9.2.1. No later than January 23, 2026, Class Counsel shall present this Settlement Agreement to the Court for review and seek entry of the Preliminary Approval Order certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and directing notice of the Settlement in the manners listed herein.

- 9.2.2. No later than **fourteen (14) calendar days** before the Final Approval Hearing, the Settlement Administrator shall provide Declarations for the Court, attesting that notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or as otherwise required by the Court.
- 9.2.3. Nothing in this Settlement Agreement shall be construed as an admission by Defendant that this Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent Defendant from opposing class certification or seeking de-certification of the preliminarily-certified Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement as described herein.

9.3. Final Court Approval

- 9.3.1. Once the Court enters its Preliminary Approval Order, counsel for the Parties shall use their best efforts to promptly obtain entry of a Final Approval Order and Judgment that:
- 9.3.1.1. Finds the Settlement Agreement to be fair, reasonable, and adequate;
 - 9.3.1.2. Finds that the Settlement Class notice given constitutes the best notice practicable;
 - 9.3.1.3. Approves the releases specified above as binding and effective as to all Settlement Class Members who have not properly excluded themselves from the Settlement Class;
 - 9.3.1.4. Directs that judgment be entered on the terms stated herein; and
 - 9.3.1.5. Provides that the Court will retain jurisdiction over the Parties and Settlement Class Members to enforce the terms of the final order and judgment.
- 9.3.2. Specifically, the Parties shall jointly seek entry by the Court of a Final Approval Order.
- 9.3.3. Upon entry of the Final Approval Order and Judgment, this Action shall be dismissed, on its merits and with prejudice.

10. REQUESTS FOR EXCLUSION

- 10.1. The provisions of this Section shall apply to any request by a Settlement Class Member for exclusion from the Settlement Class.
- 10.2. All Settlement Class Members shall be given the opportunity to opt out of the Settlement Class by submitting a request for exclusion. Such requests must be made in writing (by mail or through the Settlement Website).
- 10.3. The Settlement Website will contain an opt-out form online, or Settlement Class Members may send a letter via U.S. mail (or an express mail carrier) stating that they want to “opt-out of” or “be excluded from” the Settlement and identifying the following

information: (i) the Settlement Class Member's name, address, telephone number, and e-mail address(es) associate with the Class Member's Amazon account; and (ii) a specific and clear statement of the Settlement Class Member's desire to be excluded from the Settlement Agreement and from the Settlement Class, such as a statement substantially to the effect that: "I request to be excluded from the Settlement Class in *In re: Amazon Return Policy Litig.*, Case No. 2:23-cv-01372-JNW, pending in the United States District Court for the Western District of Washington" and be received by the Settlement Administrator no later than the date designated for such purpose in the Notice. The failure to provide each required element may result in rejection of a request for exclusion. Exclusion requests cannot be made via phone or email.

- 10.4. Exclusion requests made by mail should be sent to:

Settlement Administrator
Amazon Return Policy Litigation Attn: Opt Outs P.O. Box 58220 Philadelphia, PA 19102

- 10.5. Except as otherwise provided in this paragraph, each request for exclusion must be signed by the individual seeking exclusion, and may only request exclusion for that one individual. No person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a request for exclusion on behalf of any other person within the Settlement Class. "Mass" or "class" exclusion requests shall not be permitted. Except for requests for exclusion submitted by a Settlement Class Member or by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, or a deceased individual, all requests for exclusion will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.
- 10.6. All requests for exclusion must be postmarked or submitted electronically by no later than the Exclusion Deadline.
- 10.7. Failure to comply with the requirements stated above and to timely submit the request for exclusion will result in the Settlement Class Member being bound by the terms of the Settlement Agreement.
- 10.8. Any Settlement Class Member who submits a timely request for exclusion shall be barred from filing an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.
- 10.9. The Settlement Administrator will provide to Class Counsel and Defendant's counsel copies of all requests for exclusions along with the amount of the Settlement Class Member's potential Claim weekly after the Settlement Notice Date.
- 10.10. No later than **twenty-one (21) calendar days** after the Exclusion Deadline, the Settlement Administrator shall report to Class Counsel and Defendant's counsel the total number of valid requests for exclusion and total transactional values at issue in the valid requests for exclusion.

- 10.11. No later than **fourteen (14) calendar days** before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Defendant's counsel a declaration attesting to all the valid opt-outs received and the value of their Claims, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.
- 10.12. Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members. Class Counsel also recognize that a large number of requests for exclusion could threaten the viability of this Agreement. Class Counsel therefore agree that they will not seek to represent Settlement Class Members who seek to be excluded from the Settlement.

11. OBJECTIONS

- 11.1. Any Settlement Class Member who intends to object to this Settlement Agreement must file the objection with the Court in accordance with Federal Rule of Civil Procedure 5(d) no later than **sixty (60) calendar days** from the Settlement Notice Date, and must concurrently serve the objection on the Settlement Administrator. Plaintiffs' motion for preliminary approval of this Settlement will contain this term in the proposed Preliminary Approval Order.

Settlement Administrator
Amazon Return Policy Litigation Attn: Objections P.O. Box 58220 Philadelphia, PA 19102

- 11.2. To state a valid objection to the Settlement Agreement, an objecting Settlement Class Member must provide the following information in the written objection under penalty of perjury: (i) the case name and number, *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.); (ii) the Settlement Class Member's full name, current address, current telephone number; and each email address associated with the objector's Amazon account and purchase at issue; (iii) the basis for their good faith belief that they are a Settlement Class Member; (iv) a statement of all objection(s), including all factual and legal grounds for the position, including a statement as to whether the objection(s) apply only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) copies of any documents, exhibits, or other materials the objector wishes to submit in support; (vi) the name, address, telephone number, and email address of any lawyer(s) representing the objecting Settlement Class Member in making the objection or who may be entitled to compensation in connection with the objection, as well as a statement as to whether the lawyer(s) intends to submit a request for fees, and all factual and legal support for that request; (vii) a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Settlement Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the identity of any witnesses the objector may

call to testify; and (x) the wet signature of the Settlement Class Member objecting, in addition to the signature of any attorney representing the objector in connection with the objection, and date of the objection.

- 11.3. If the objecting Settlement Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Settlement Class Member must so state in the objection. Any Settlement Class Member who does not state his, her, or their intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement Agreement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.
- 11.4. The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or counsel for Defendant to notice such objecting person for and take his, her, or their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location or by remote video conference, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to appear for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.
- 11.5. Any objector who seeks a fee for their objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).
- 11.6. These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members.
- 11.7. Any Settlement Class Member who fails to file and serve timely a written objection containing all of the information listed in Sections 11.2 and 11.3 above, including notice of his, her, or their intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement Agreement and shall be foreclosed from seeking any review of the Settlement Agreement and any of its terms by any means, including but not limited to an appeal.
- 11.8. The Settlement Administrator will provide to Class Counsel and Defendant's counsel copies of objections within two business days of receipt of objections.

12. TERMINATION

12.1. Plaintiffs' Right to Terminate

- 12.1.1. Plaintiffs' willingness to settle this Action on the terms contained herein is dependent upon achieving finality in this Action and the desire to avoid the expense of this and other litigation. Consequently, Plaintiffs have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Defendant if:

- 12.1.1.1. Plaintiffs, in good faith, believe that Amazon has not provided sufficient data, or the data proves materially inaccurate, incomplete, or misleading, or
- 12.1.1.2. Plaintiffs in good faith believe that the “most likely potential claim pool” for Subclass B exceeds 200% of approximately \$400 million as Plaintiffs’ estimate of the most likely Subclass B claim pool, or the total amount of transactions at issue in Subclass A exceeds 120% of the approximately \$81 million of transactions described in Section 2.2 above.
- 12.1.2. Plaintiffs’ right of termination is waived unless Plaintiffs exercise this termination right by notice in writing to Defendant served by January 12, 2026, or the Parties mutually agree in writing to extend this time.
- 12.1.3. The decision by any court, including any appellate court, not to approve in full the request by Class Counsel for attorneys’ fees, costs, and other expenses, or for service awards, shall not be grounds for the Plaintiffs, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

12.2. Defendant’s Right to Terminate

- 12.2.1. Defendant’s willingness to settle this Action on a class action basis and to agree to the accompanying preliminary certification of the Settlement Class is dependent upon achieving finality in this Action and the desire to avoid the expense of this and other litigation. Consequently, Defendant has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Plaintiffs or to members of the Settlement Class if any of the following conditions occurs:
 - 12.2.1.1. the total [REDACTED] potential claims (exclusive of any requests for exclusion by any person or business who is not eligible to submit a request for exclusion because they are already not a Settlement Class Member or otherwise excluded from the Settlement Class). The Parties will make every effort to keep this [REDACTED] threshold confidential, including by seeking Court approval to file under seal;
 - 12.2.1.2. any court narrows the scope of releases provided under this Settlement Agreement;
 - 12.2.1.3. a Plaintiff or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Approval Order; or
 - 12.2.1.4. the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.
- 12.2.2. Defendant’s right of termination is waived unless Defendant exercises this termination right by notice in writing to Plaintiffs served within **thirty (30) calendar days** of the later of (1) the date on which Defendant’s Counsel are correctly notified in writing that the termination condition has been met or (2) the date by which the termination condition has become final, including

through the expiration of time for appeal or reconsideration. The Parties may, however, mutually agree to extend this time.

- 12.2.2.1. Defendant's right of termination under Section 12.2.1.1 is waived unless exercised within thirty (30) calendar days of the later of (1) the Settlement Administrator providing Amazon's counsel with the report identified in Section 10.10; and (2) the Settlement Administrator providing Amazon's counsel with any further report revising the total number or value of valid requests for exclusion.

12.3. Effect of Termination

- 12.3.1. The Escrow Agent shall, within **fourteen (14) calendar days** of receiving written notice of Defendant exercising its termination right, repay to Defendant the sums remaining in the Settlement Fund (including interest accrued thereon) less the sums of the notice, administrative, and any other Court-approved costs or payments actually paid or due and payable from the Settlement Fund as of the date on which Termination Notice is received (the "Termination Refund"), and this Agreement shall thereupon terminate.
- 12.3.2. In the event of such a termination, Defendant will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, the participation in the Settlement by any Plaintiff or Class Member cannot be raised as a defense to their claims.

12.4. Effect of Failure of District Court or Appellate Court Approval

- 12.4.1. If the court denies preliminary or final approval of this Settlement, or, if the Preliminary Approval Order or the Final Approval Order and Judgment is vacated or reversed in whole or in part by any court, including any appellate court, then, unless the Parties agree in writing otherwise, this Agreement shall terminate five (5) business days after the later of (1) the order denying preliminary or final approval, or vacating, reversing, or materially modifying the Preliminary Approval Order or the Final Approval Order and Judgment has become final following the expiration of all deadlines to reconsider and appeal the order; and (2) if the Parties have agreed in writing to attempt to renegotiate the Agreement, a Party notifies all other Parties that the attempted renegotiation is terminated.
- 12.4.2. If the Agreement terminates under Section 12.4.1, the Escrow Agent shall, within **fourteen (14) calendar days** of the termination date, repay to Defendant the Termination Refund.
- 12.4.3. If, for any reason, the Action fails to meet the requirements necessary to reach Final Judgment or the Effective Date, then no class will be deemed certified as a result of this Agreement, and the Action for all purposes will revert to its status as if no settlement negotiations had taken place or settlement agreement reached. In such event, Defendant will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other

issue in this case. Likewise, if, for any reason, the Action fails to meet the requirements necessary to reach the Effective Date, then the participation in the Settlement by any Plaintiff or Class Member cannot be raised as a defense to their claims.

- 12.4.4. It shall not be deemed a failure to enter the Order Granting Final Approval, or provide any basis for any termination of this Agreement, for the Court to deny, all or in part, the attorneys' fees and cost award requested by Class Counsel. In such case, this Agreement shall be deemed valid and enforceable, notwithstanding the Court's order awarding less than the requested amount of attorneys' fees and costs. However, Class Counsel shall retain all rights of appellate review to such an order without affecting the finality of any award to the Settlement Class.

13. MISCELLANEOUS

13.1. Choice of Law

- 13.1.1. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Washington without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

13.2. Not Evidence

- 13.2.1. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. The Settlement, whether or not it shall become final, and any and all negotiations, communications, discussions, filings, acts performed or documents prepared in connection with it, shall not be:
- 13.2.1.1. offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiffs or defense asserted by Defendant, of the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiffs or Defendant;
 - 13.2.1.2. offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the validity of any legal claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing, fault, liability, or omission of Defendant or the Released Parties in any proceeding in any court, administrative agency, or other tribunal;
 - 13.2.1.3. offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission with respect to a decisions by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendant, in any other civil, criminal, or administrative action or proceeding, other than such

proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is finally approved by the Court, then Plaintiff or Defendant may refer to it to enforce their rights hereunder; or construed as an admission or concession by Plaintiff, the Settlement Class, or Defendant that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Action.

13.2.2. For the avoidance of doubt, the Settlement will not, and should not, be construed as an admission of liability or wrongdoing on the part of Defendant. Defendant denies any and all wrongdoing or liability. In addition, Defendant does not concede that the Settlement Class could be certified in a contested motion under Rule 23 of the Federal Rules of Civil Procedure. Defendant reserves the right to oppose class certification, or to seek decertification of any conditionally certified class, if this Settlement is not finally approved or is not upheld on appeal

13.2.3. This provision shall survive the expiration or voiding of the Settlement Agreement.

13.3. Headings

The headings and subheadings of the Sections and subsections of this Settlement Agreement are included for convenience only and shall not be deemed to affect the meaning or interpretation of this Settlement Agreement.

13.4. Effect of Exhibits

The exhibits and appendices to this Settlement Agreement are an integral part of the Settlement Agreement and are expressly incorporated and made a part of this Settlement Agreement.

13.5. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by all the Parties.

13.6. Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, with the exception of release in Section 8, this Settlement Agreement shall continue in full force and effect without said provision, unless Defendant exercises its right to terminate under Section 12.2.

13.7. Arm's-Length Negotiations

13.7.1. The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length.

- 13.7.2. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.
- 13.7.3. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

13.8. Parties' Costs

Except as otherwise provided for herein, Plaintiffs and the Defendant shall be solely responsible for their or its own costs and expenses.

13.9. Confidentiality of Discovery Materials and Information

- 13.9.1. The Parties, their counsel, and any retained or consulting experts in this Action, agree that they remain subject to the Court's Protective Order (Dkt. No. 77), as appropriate. Within **sixty (60) calendar days** of the Effective Date, each Party will confirm in writing to all other parties that it has destroyed materials provided during discovery, confirmatory discovery, and as part of settlement negotiations, including all copies, extracts, and summaries thereof, not filed with the Court. Discovery materials include, for example, written discovery responses, produced documents, and deposition transcripts.

13.10. Communications with Customers, Businesses, And Members of the Public

- 13.10.1. Defendant reserves the right to communicate with its customers, business contacts, investors, regulators and other government agencies, and members of the public about the Settlement Agreement in the ordinary course of its business.

13.11. Public Statements

- 13.11.1. The Parties and their counsel agree to keep the substance of this Settlement Agreement confidential until the date on which the Settlement Agreement is filed with the Court, provided that this Section shall not prevent Defendant from disclosing such information, prior to the date on which the Agreement is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, investors, insurers, or attorneys, nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of the Settlement Agreement; provided further that Defendant may disclose publicly the terms of the Settlement Agreement that it deems necessary to meet its regulatory obligations or fiduciary duties; and provided further that Plaintiffs may disclose the terms to their expert(s).

13.12. Good Faith

- 13.12.1. The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement Agreement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall attempt to resolve any dispute that may arise under this Settlement Agreement in good faith and an expeditious manner.

13.13. Establishment and Governance of the Settlement Fund

- 13.13.1. Within **seven (7) calendar days** after the Court's Preliminary Approval Order, Class Counsel, in conjunction with the Settlement Administrator, shall establish an escrow account at a federally insured financial institution (the "Financial Institution"), which shall be considered a common fund created because of the Action.
- 13.13.2. The Settlement Administrator shall promptly notify Class Counsel and Defendant's Counsel of the date of the establishment of the account and shall provide Defendant's Counsel with sufficient information about the account to enable deposits required by this Agreement and ensure that the account was appropriately established.
- 13.13.3. A party, mutually agreed upon in writing by the Parties, will serve as escrow agent (the "Escrow Agent") for the account whose fees and expenses shall be paid from the Settlement Fund and considered a cost of administration of the Settlement Fund.
- 13.14. The Settlement Administrator shall direct the Escrow Agent to make distributions from the Settlement Fund only in accordance with this Settlement Agreement or orders of this Court.
- 13.14.1.1. The Settlement Administrator shall not authorize any funds to be distributed or paid by the Escrow Agent to Settlement Class Members or to the Administrator without written confirmation from Class Counsel and from Defendant's counsel. The Escrow Agent may pay court authorized awards to Class Counsel and the Plaintiffs in accordance with the Court's orders.
- 13.14.1.2. Interest earned, if any, on the Settlement Fund shall be attributed to the Settlement Fund as a whole and distributed pro rata to Settlement Class Members, in the event this Settlement Agreement is not terminated by the Defendant or otherwise and the Effective Date otherwise occurs. The Settlement Fund will be used to make distributions only to Settlement

Class Members, pay attorneys' fees, costs, and service awards, taxes and to pay the Settlement Administrator.

- 13.14.1.3. At all times, Defendant maintains the right to request and obtain from the Escrow Agent a full statement of all payments into and out of the Settlement Fund.

13.15. Settlement Fund Tax Status

- 13.15.1. The Parties agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the "relation back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the fiduciary responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- 13.15.2. For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the respective fund as provided herein.
- 13.15.3. All (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"), and (b) expenses and costs incurred in connection with the operation and implementation of this Section (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns ("Tax Expenses")), shall be paid out of the Settlement Fund; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including

the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)); the Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

13.16. Continuing Jurisdiction

- 13.16.1. The administration of the Settlement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, enforce, and implement the Settlement Agreement. The Court retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Settlement Class Members from prosecuting claims that are released pursuant to the Settlement Agreement and allowing for discovery related to objectors.
- 13.16.2. Upon issuance of the Final Approval Order and Judgment: (i) the Settlement Agreement shall be the exclusive remedy for Settlement Class Members; (ii) Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members for reasons related to the Action; and (iii) Settlement Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Released Parties.

13.17. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement without further notice (subject to Court approval as to Court dates).

13.18. Service of Notice

- 13.18.1. Except for the Settlement Class notice plan, as provided for in Section 5 above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy by (1) email; (2) hand delivery; (3) registered or certified mail, return receipt requested, postage pre-paid; or (4) overnight courier to counsel for the Party to whom notice is directed, at the following addresses:

As to Plaintiffs:

Aaron Zigler
ZIGLER LAW GROUP, LLC
308 S. Jefferson Street | Suite 333
Chicago, IL 60661
Telephone: (312) 535-5995
Email: aaron@ziglerlawgroup.com

Andrew Schapiro
QUINN EMANUEL URQUHART & SULLIVAN, LLP
191 N. Wacker Dr., Suite 2700

Chicago, IL 60606
Telephone: (312) 705-7400
Email: andrewschapiro@quinnemanuel.com

As to Defendant:

Moez Kaba
HUESTON HENNIGAN LLP
523 West 6th Street, Suite 400
Los Angeles, CA 90014
Telephone: (213) 788-4340
Email: mkaba@hueston.com

Amazon.com, Inc.
Attn: General Counsel
P.O. Box 81226
Seattle, WA 98108-1226
Email: contracts-legal@amazon.com
Fax: (206) 266-7010

- 13.18.2. Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

13.19. No Party Is the Drafter

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

13.20. Binding Effect

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Plaintiffs, the Settlement Class, the Defendant, the Released Parties, and their respective successors and assigns.

13.21. Counterparts

- 13.21.1. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it, and all of which shall be deemed a single agreement.
- 13.21.2. This Settlement Agreement shall be effective upon its execution by Class Counsel, Defendant, and Defendant's counsel, except for those provisions that require Court-approval to be effective, and those provisions shall become effective upon their approval by the Court.

13.22. Authorization to Enter Settlement Agreement

- 13.22.1. The individual signing this Settlement Agreement on behalf of the Defendant represents he or she is fully authorized by the Defendant to enter into, and to execute, this Settlement Agreement on its behalf.
- 13.22.2. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Defendant on behalf of all Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e).

IN WITNESS HEREOF, each of the Parties hereto has caused this agreement to be executed, as of the day(s) set forth below.

Dated: 1/23/2026

By: 
 Aaron M. Zigler
 ZIGLER LAW GROUP, LLC
 308 S. Jefferson Street | Suite 333
 Chicago, IL 60661
 Tel: 312.673.8427
 aaron@ziglerlawgroup.com

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 865 S Figueora Street, 10th Floor
 Los Angeles, CA 90017
 213.443.3000
 adamwolfson@quinnemanuel.com

*Interim Co-Lead Class Counsel and
 Counsel for Plaintiffs*

Dated: 1/23/2026

For Defendant AMAZON.COM, INC.:

By: Alexis Collins

Print Name: Alexis Collins

Title: VP & Associate General Counsel

Exhibit 1

Your claim must be submitted online or postmarked by: [DEADLINE]	<i>In re: Amazon Return Policy Litigation</i> Case No. 2:23-cv-01372-JNW United States District Court for the Western District of Washington CLAIM FORM	AMZ- CLAIM
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GENERAL INSTRUCTIONS

This is the official Claim Form for the *In re: Amazon Return Policy Litigation* class action settlement.

The **Settlement Class** is defined as: All persons who initiated a return to Amazon or requested a refund regarding a physical product purchased and (per Amazon's records) received in the U.S. after being sold through Amazon.com from September 5, 2017 to the time the Class Data is prepared, and who (1) incorrectly did not receive a refund from Amazon or received an untimely or incorrect refund from Amazon; and/or (2) did receive a refund but were later incorrectly charged by Amazon for the product(s) that was (were) the subject of the return.

This Claim Form is for **Settlement Subclass B members**. The notice of the Settlement emailed to Settlement Class Members identified whether they were in Settlement Subclass B. If you are not sure if you are a Settlement Subclass B member, you may contact the Settlement Administrator for assistance.

Amazon Return Policy Litigation
c/o Settlement Administrator
Attn: Claim Form Submissions
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Email: «Email Address»

INFORMATION AND/OR DOCUMENTATION REQUIREMENTS

Complete each section of the Claim Form. You must provide the information and/or documentation requested in Section II – Details About Your Amazon Returns. The requisite information and/or documentation are listed in the chart below your Amazon Return transactions.

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form (including any supporting documentation) to the Settlement Administrator, so it is postmarked no later than «the Claim Form Deadline».

Amazon Return Policy Litigation
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Your claim must be submitted online or postmarked by: [DEADLINE]	<i>In re: Amazon Return Policy Litigation</i> Case No. 2:23-cv-01372-JNW United States District Court for the Western District of Washington CLAIM FORM	AMZ-CLAIM
--	--	------------------

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	Notice ID

II. DETAILS ABOUT YOUR AMAZON RETURNS

The chart below includes details about your Amazon returns based on Amazon's records.

Order #	Date Refund Requested	Refund Amount Requested	Refund Rejection Reason

In order to verify your claim, you must provide the required information and/or documentation associated with each Refund Rejection Reason listed above.

Refund Rejection Reason	Information and/or Documentation Required

Note: The Settlement Administrator may request supplemental information in order to verify your claim. Failure to provide information and/or documentation requested by the Settlement Administrator will result in the denial of your claim.

QUESTIONS? VISIT WWW.RETURNSETTLEMENT.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Your claim must be submitted online or postmarked by: [DEADLINE]	<i>In re: Amazon Return Policy Litigation</i> Case No. 2:23-cv-01372-JNW United States District Court for the Western District of Washington CLAIM FORM	AMZ- CLAIM
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III. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Amazon Account Credit

Please provide the email address or phone number associated with your PayPal, Venmo, Zelle, or Amazon account, or email address for the Virtual Prepaid card: _____

IV. CERTIFICATION

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Exhibit 2

TO: «Settlement Class Member Email Address»
FROM: Settlement Administrator
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – IN RE: AMAZON RETURN POLICY LITIGATION

«FIRST NAME» «LAST NAME»
Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

IMPORTANT NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You Have Been Identified as a Settlement Class Member and Will Automatically Receive a Payment from a Class Action Settlement Involving Amazon.com.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

Para ver este aviso en español, visite www.ReturnSettlement.com.

- A Settlement has been reached to resolve a class action lawsuit against Amazon.com (“Amazon” or “Defendant”), relating to allegations that certain of Amazon’s return policies and practices violate Washington consumer protection and other laws. The case is *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.).
- Amazon denies Plaintiffs’ allegations and denies any wrongdoing. Amazon has, however, agreed to settle the lawsuit so that it may, among other things, avoid additional litigation burdens and expenses. The Court has not made any finding that Amazon has engaged in any wrongdoing or misconduct of any kind, or is liable in any way. The Court also has not made any determination that this lawsuit should proceed as a class action, as opposed to individual claims brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court’s opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Amazon would have continued to vigorously defend the lawsuit, and it also would have opposed any attempt to have this case certified as a class action.
- Your legal rights are affected whether or not you act. *Please read this Notice carefully.*

WHO IS IN THE SETTLEMENT?

You are a Settlement Class Member if you initiated a return to Amazon or requested a refund regarding a physical product purchased and (per Amazon’s records) received in the U.S. after being sold through Amazon.com from September 5, 2017 to «the time the Class Data is prepared», and you (1) incorrectly did not receive a refund from Amazon or received an untimely or incorrect refund from Amazon; and/or (2) did receive a refund but were later incorrectly charged by Amazon for the product(s) that was (were) the subject of the return

You have been identified as a member of **Settlement Subclass A** and will automatically receive a payment under the Settlement.

Click here to view more information about the Settlement Class and Settlement Subclasses.

WHAT DOES THE SETTLEMENT PROVIDE?

After this litigation was filed, Defendant identified certain customer refunds that were potentially unpaid and, in 2025, elected to implement a process to pay those refunds, including by paying some refunds for which Amazon could not confirm the money was owed. These refunds include (1) refunds not completed due to a payment processing issue; and (2) refunds not completed where Amazon does not have sufficient confirmation that the correct item(s) were returned as required. As part of the consideration provided under this Settlement, Defendant

has agreed to make reasonable efforts to complete payment of these refunds to Settlement Class Members outside of the Settlement Fund, and will also pay an additional \$309.5 million into a non-reversionary Common Fund. The Common Fund will be used for distribution to the Settlement Class in accordance with the plan of distribution as well as all payments to the Settlement Administrator, and all remaining costs and expenses associated with the Settlement, including any attorneys' fees and incentive awards (subject to Court approval).

Click here to view more information about the plan of distribution.

In addition, in an effort to improve its return and refund practices, Amazon has implemented or will implement certain reasonable processes. To read more about these processes, **click here**.

HOW DO I GET A PAYMENT?

Settlement Subclass A members will automatically receive a payment under the Settlement. To select your preferred method of payment, click below:

CLICK HERE
**TO SELECT A PAYMENT
METHOD**

The deadline to select a payment method is **Month Day, 20YY**.

WHAT ARE MY OTHER OPTIONS?

If you want to keep your right to sue or continue to sue Amazon on your own about the legal issues in this lawsuit, then you must mail a written **Request for Exclusion** to the Settlement Administrator, postmarked by **Month Day, 20YY**. You may also submit your Request for Exclusion online at www.ReturnSettlement.com.

If you stay in the Settlement (*i.e.*, don't exclude yourself), you may submit your written objection to the Settlement Administrator no later than **DEADLINE**.

Complete details about how to exclude yourself from or object to the Settlement are available at www.ReturnSettlement.com.

If you **do nothing**, you will still automatically get a payment from the Settlement; however, you will not be permitted to continue to assert Released Claims in any other lawsuit against Amazon about the legal issues resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

The Court has appointed lawyers from the Zigler Law Group, LLC and Quinn Emanuel Urquhart & Sullivan, LLP as Class Counsel to represent you and the other Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, or you can represent yourself.

Class Counsel may choose to seek up to \$100,000,000 as its attorneys' fees in this action, subject to Court approval. Class Counsel may also seek up to \$1,000,000 as cost reimbursement in this action, subject to Court approval. The Class Representatives may each choose to seek a service award of \$7,500 each for their efforts on behalf of the class, payable from Class Counsel's fee award.

THE COURT'S FAIRNESS HEARING

The Court will hold a Fairness Hearing at **TIME** on **DATE**, at **ADDRESS**. At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and costs. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take. Note: The date and time of the Fairness Hearing are subject to change by Court Order. Any changes will be posted on www.ReturnSettlement.com.

HOW DO I GET MORE INFORMATION?

THIS NOTICE IS ONLY A SUMMARY.

For more information, visit www.ReturnSettlement.com, call toll-free 1-XXX-XXX-XXXX or scan the QR code:

A rectangular box with a blue border containing the text "QR Code".

QR Code

For more information regarding the status of your Amazon returns and refunds, you can visit "Your Transactions" on Amazon.com.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

[Unsubscribe](#)

Exhibit 3

TO: «Settlement Class Member Email Address»

FROM: Settlement Administrator

RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – IN RE: AMAZON RETURN POLICY LITIGATION

«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

IMPORTANT NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You Have Been Identified as a Potential Settlement Class Member and May be Eligible to Receive a Payment from a Class Action Settlement Involving Amazon.com.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

Para ver este aviso en español, visite www.ReturnSettlement.com.

- A Settlement has been reached to resolve a class action lawsuit against Amazon.com (“Amazon” or “Defendant”), relating to allegations that certain of Amazon’s return policies and practices violate Washington consumer protection and other laws. The case is *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.).
- Amazon denies Plaintiffs’ allegations and denies any wrongdoing. Amazon has, however, agreed to settle the lawsuit so that it may, among other things, avoid additional litigation burdens and expenses. The Court has not made any finding that Amazon has engaged in any wrongdoing or misconduct of any kind, or is liable in any way. The Court also has not made any determination that this lawsuit should proceed as a class action, as opposed to individual claims brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court’s opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Amazon would have continued to vigorously defend the lawsuit, and it also would have opposed any attempt to have this case certified as a class action.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

WHO IS IN THE SETTLEMENT?

You are a Settlement Class Member if you initiated a return to Amazon or requested a refund regarding a physical product purchased and (per Amazon’s records) received in the U.S. after being sold through Amazon.com from September 5, 2017 to «the time the Class Data is prepared», and you (1) incorrectly did not receive a refund from Amazon or received an untimely or incorrect refund from Amazon; and/or (2) did receive a refund but were later incorrectly charged by Amazon for the product(s) that was (were) the subject of the return.

You have been identified as a potential member of **Settlement Subclass B** and are eligible to submit a Claim Form to potentially receive a payment from the Settlement.

Click here to view more information about the Settlement Class and Settlement Subclasses.

WHAT DOES THE SETTLEMENT PROVIDE?

After this litigation was filed, Defendant identified certain customer refunds that were potentially unpaid and, in 2025, elected to implement a process to pay those refunds, including by paying some refunds for which Amazon could not confirm the money was owed. These refunds include (1) refunds not completed due to a payment processing issue; and (2) refunds not completed where Amazon does not have sufficient confirmation that the correct item(s) were returned as required. As part of the consideration provided under this Settlement, Defendant

has agreed to make reasonable efforts to complete payment of these refunds to Settlement Class Members outside of the Settlement Fund, and will also pay an additional \$309.5 million into a non-reversionary Common Fund. The Common Fund will be used for distribution to the Settlement Class in accordance with the plan of distribution as well as all payments to the Settlement Administrator, and all remaining costs and expenses associated with the Settlement, including any attorneys' fees and incentive awards (subject to Court approval).

Click here to view more information about the plan of distribution.

In addition, in an effort to improve its return and refund practices, Amazon has implemented or will implement certain reasonable processes. To read more about these processes, **click here**.

HOW DO I GET A PAYMENT?

Settlement Subclass B members must fill out and submit an eligible Claim Form to qualify for a payment.

CLICK HERE
TO SUBMIT YOUR CLAIM

Alternatively, you may visit www.ReturnSettlement.com to submit your Claim Form online by **Month Day, 20YY** or to download a Claim Form to submit by mail postmarked by **Month Day, 20YY**.

WHAT ARE MY OTHER OPTIONS?

If you want to keep your right to sue or continue to sue Amazon on your own about the legal issues in this lawsuit, then you must mail a written **Request for Exclusion** to the Settlement Administrator, postmarked by **Month Day, 20YY**. You may also submit your Request for Exclusion online at www.ReturnSettlement.com.

If you stay in the Settlement (*i.e.*, don't exclude yourself), you may submit your written objection to the Settlement Administrator no later than **DEADLINE**.

Complete details about how to exclude yourself from or object to the Settlement are available at www.ReturnSettlement.com.

If you **do nothing**, you will not get a payment from the Settlement and you will not be permitted to continue to assert Released Claims in any other lawsuit against Amazon about the legal issues resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

The Court has appointed lawyers from the Zigler Law Group, LLC and Quinn Emanuel Urquhart & Sullivan, LLP as Class Counsel to represent you and the other Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, or you can represent yourself.

Class Counsel may choose to seek up to \$100,000,000 as its attorneys' fees in this action, subject to Court approval. Class Counsel may also seek up to \$1,000,000 as cost reimbursement in this action, subject to Court approval. The Class Representatives may each choose to seek a service award of \$7,500 for their efforts on behalf of the class, payable from Class Counsel's fee award.

THE COURT'S FAIRNESS HEARING

The Court will hold a Fairness Hearing at **TIME** on **DATE**, at **ADDRESS**. At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and costs. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take. Note: The date and time of the Fairness Hearing are subject to change by Court Order. Any change will be posted on www.ReturnSettlement.com.

HOW DO I GET MORE INFORMATION?

THIS NOTICE IS ONLY A SUMMARY.

For more information regarding the settlement, visit www.ReturnSettlement.com, call toll-free 1-**XXX-XXX-XXXX** or scan the QR code:

A rectangular box with a blue border containing the text "QR Code".

For more information regarding the status of your Amazon returns and refunds, you can visit "Your Transactions" on Amazon.com.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

[Unsubscribe](#)

Exhibit 4

TO: «Settlement Class Member Email Address»

FROM: Settlement Administrator

RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – IN RE: AMAZON RETURN POLICY LITIGATION

«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

IMPORTANT NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You Have Been Identified as a Settlement Class Member and Will Automatically Receive a Payment from a Class Action Settlement Involving Amazon.com.

**The Deadline to Select Your Payment Method is Fast-Approaching.
Select Your Payment Method Today!**

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

Para ver este aviso en español, visite www.ReturnSettlement.com.

You were previously sent notice about the class action settlement *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.). According to the Defendant's records, you are a Settlement Class Member, and you are eligible to receive a payment.

HOW DO I GET A PAYMENT?

You have been identified as a member of Settlement Subclass A and will automatically receive a payment under this Settlement. You do not have to submit a Claim Form; however, you should select the method by which you want to receive your Settlement payment.

**[CLICK HERE](#)
TO SELECT A PAYMENT
METHOD**

The deadline to select a payment method is **Month Day, 20YY**. If you do not select a payment method by this date, the Settlement Administrator will attempt to make a payment by matching you to Zelle users and making a payment to your Zelle account. If these payment attempts are unsuccessful, the Settlement Administrator will email you reminder emails and, if you still have not selected a payment method, attempt payment via other reasonable means.

HOW DO I GET MORE INFORMATION?

For more information, you can visit www.ReturnSettlement.com, contact the Settlement Administrator, or scan the QR code:

Amazon Return Policy Litigation

c/o Settlement Administrator

1650 Arch Street, Suite 2210

Philadelphia, PA 19103

Email: [Email Address](#)

Call Toll-Free: 1-**XXX-XXX-XXXX**

QR Code

For more information regarding the status of your Amazon returns and refunds, you can visit "Your Transactions" on Amazon.com.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE.

[Unsubscribe](#)

Exhibit 5

TO: «Settlement Class Member Email Address»

FROM: Settlement Administrator

RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – IN RE: AMAZON RETURN POLICY LITIGATION

«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

IMPORTANT NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You Have Been Identified as a Potential Settlement Class Member and May be Eligible to Receive a Payment from a Class Action Settlement Involving Amazon.com.

**The Deadline to Submit a Claim Form is Fast-Approaching.
Submit Your Claim Today!**

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

Para ver este aviso en español, visite www.ReturnSettlement.com.

You were previously sent notice about the class action settlement *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.). According to the Defendant's records, you are a Settlement Class Member in Settlement Subclass B, and you are eligible to submit a Claim Form to receive a payment.

HOW DO I GET A PAYMENT?

**[CLICK HERE](#)
TO SUBMIT YOUR CLAIM**

You can also visit www.ReturnSettlement.com to download a Claim Form to submit by mail. The completed Claim Form must be submitted online or mailed, **postmarked by Month Day, 20YY**.

HOW DO I GET MORE INFORMATION?

For more information, you can visit www.ReturnSettlement.com, contact the Settlement Administrator, or scan the QR code:

Amazon Return Policy Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Email: Email Address
Call Toll-Free: 1-XXX-XXX-XXXX

QR Code

For more information regarding the status of your Amazon returns and refunds, you can visit "Your Transactions" on Amazon.com.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE.

[Unsubscribe](#)

Exhibit 6

Notice of Proposed Class Action Settlement

In re: Amazon Return Policy Litigation No. 2:23-cv-01372-JNW (W.D. Wash.)

The United States District Court for the Western District of Washington authorized this notice.

Para ver este aviso en español, visite www.ReturnSettlement.com.

A Settlement has been reached to resolve a class action lawsuit against Amazon.com, Inc. (“Amazon” or “Defendant”), relating to allegations that certain of Amazon’s return policies and practices violate Washington consumer protection and other laws. The case is *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.).

Amazon denies Plaintiffs’ allegations and denies any wrongdoing. Amazon has, however, agreed to settle the lawsuit so that it may, among other things, avoid additional litigation burdens and expenses. The Court has not made any finding that Amazon has engaged in any wrongdoing or misconduct of any kind, or is liable in any way. The Court also has not made any determination that this lawsuit should proceed as a class action, as opposed to individual claims brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court’s opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Amazon would have continued to vigorously defend the lawsuit, and it also would have opposed any attempt to have this case certified as a class action.

Your legal rights are affected whether or not you act. *Please read this Notice carefully.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: DATE	Settlement Subclass A members will automatically receive a payment under the Settlement and do not need to submit a Claim Form. Settlement Subclass B members must submit an eligible Claim Form in order to receive a payment under the Settlement. To learn more about the Settlement Subclasses, see Question 5 .
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant and Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any payment from the Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you will still receive a payment if you are a Subclass A member. Subclass B members can object but must still submit an eligible Claim Form in order to receive a payment.
GO TO THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.

Questions? Visit www.ReturnSettlement.com or call toll-free **1-XXX-XXX-XXXX**.

DO NOTHING

If you are a Settlement Subclass A member and do nothing, the Settlement Administrator will attempt to send payment directly to you, and you will give up your rights to sue Defendant and Released Parties for the legal claims this Settlement resolves. If you are a Settlement Subclass B member and you do nothing, you will not receive a payment from the Settlement and you will give up your rights to sue Defendant and Released Parties for the legal claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Class Member payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW, pending in the United States District Court for the Western District of Washington (the “Action”).

The individuals who filed this Action, Laura Abbott, Jill Cappel, Michelle Estep, Maria Khang, Joshua Soto Lopez, Melissa Urbancic, Heriberto Valiente, Katherine Vojtko, Vince Vojtko, and Dianne Walton-Williams, are called the “Plaintiffs” or “Class Representatives”, and the company they sued, Amazon.com (“Amazon”) is the Defendant.

2. What is this lawsuit about?

Plaintiffs allege that certain of Amazon’s return policies and practices violate Washington consumer protection and other laws. Visit www.ReturnSettlement.com to view Plaintiffs’ allegations in the First Amended Consolidated Complaint.

Defendant denies each and every one of the allegations of wrongful conduct and damages made by the Plaintiff. Defendant has asserted numerous defenses to Plaintiffs’ claims. Defendant disclaims any wrongdoing or liability whatsoever, and Defendant further denies that this matter satisfies the requirements to be certified or tried as a class action under Rule 23 of the Federal Rules of Civil Procedure.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants (collectively referred to as the “Parties”).

Plaintiffs and Defendant recognize that a final resolution through the litigation process would require protracted adversarial litigation and appeals; substantial risk, uncertainty, and expense; the distraction and diversion of the Defendant's personnel and resources, and the expense of possible future litigation raising similar or duplicative claims; and Plaintiffs, Defendant, and their counsel have agreed to resolve this matter as a class action settlement according to the terms of the Settlement Agreement.

Visit www.ReturnSettlement.com to view the Settlement Agreement.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you initiated a return to Amazon or requested a refund regarding a physical product purchased and (per Amazon's records) received in the U.S. after being sold through Amazon.com from September 5, 2017 to «the time the Class Data is prepared», and you (1) incorrectly did not receive a refund from Amazon or received an untimely or incorrect refund from Amazon; and/or (2) did receive a refund but were later incorrectly charged by Amazon for the product(s) that was (were) the subject of the return.

There are two Settlement Subclasses (A and B) as explained in the Settlement documentation. For further information, please visit the Settlement Website at www.ReturnSettlement.com or call toll-free 1-XXX-XXX-XXXX.

6. Are there exceptions to individuals or transactions included in the Settlement Class?

Yes, excluded from the Settlement Class are: Defendant; Defendant's employees and agents; any judge conducting proceedings in this action and the judge's parents, spouses and children as well as any other member of the judge's family residing in the judge's household; counsel of record in this Action; individuals and entities who validly and timely opt-out; the legal representatives, heirs, successors and assigns of any excluded person and the United States government; and any purchases from Amazon affiliates and subsidiaries, except where those (i) purchases occur on Amazon.com and (ii) returns are handled through Amazon's fulfillment channels.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, or which Settlement Subclass you are a member of, visit the Settlement Website at www.ReturnSettlement.com or call toll-free 1-XXX-XXX-XXXX. You may also email the Settlement Administrator at EMAIL.

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

After this litigation was filed, Defendant identified certain customer refunds that were potentially unpaid and, in 2025, elected to implement a process to pay those refunds, including by paying some refunds for which Amazon could not confirm the money was owed. These refunds include (1) refunds not completed due to a payment processing issue; and (2) refunds not completed where Amazon does not have sufficient confirmation that the correct item(s) were returned as required. As part of the consideration provided under this Settlement, Defendant has agreed to make reasonable efforts to complete payment of these refunds to Settlement Class Members outside of the Settlement Fund, and will also pay an additional \$309.5 million into a non-reversionary Common Fund.

Questions? Visit www.ReturnSettlement.com or call toll-free 1-XXX-XXX-XXXX.

The Common Fund will be used for distribution to the Settlement Class in accordance with the plan of distribution as well as all payments to the Settlement Administrator, and all remaining costs and expenses associated with the Settlement, including any attorneys' fees and incentive awards (subject to Court approval). After deductions for the administrative expenses contemplated by the Settlement Agreement and Court-awarded attorneys' fees, costs, and service awards, if any, the sums remaining in the Settlement Fund (the "Net Settlement Fund") will be divided and distributed as follows:

- **Settlement Subclass A Common Fund:** A common fund of 92.7% of the Net Settlement Fund, divided among all Settlement Subclass A members, through direct payments of the unpaid transaction amounts plus an amount proportional to potential prejudgment interest at issue.
- **Settlement Subclass B Common Fund:** A common fund of 7.3% of the Net Settlement Fund, divided among all Settlement Subclass B members who submit claims to the administrator showing more likely than not their membership in the Settlement Subclass B and entitlement to a payment, through direct payments in an amount proportional to the unpaid transaction amounts and potential prejudgment interest at issue.
- To the extent a Settlement Class Member is a member of both Settlement Subclass A and Settlement Subclass B, such person will be entitled to receive payouts from both of the Settlement Subclass A and B common funds, which payouts may be added together to be paid in a single payment.

9. Are there other Settlement Benefits?

Yes, in an effort to improve its return and refund practices, Amazon has implemented or will implement, by no later than the Effective Date, reasonable processes as follows:

- Regular monitoring to ensure returns processed by Amazon are processed within the timelines contained in the Amazon Return Policy. Amazon will maintain such measures for eighteen months after the Effective Date.
- In order to promote the completion of accurate and timely processing of refunds, review and troubleshoot technical issues that prevented refunds from processing or resulted in erroneous retrocharges (for returns processed by Amazon). Amazon will maintain such measures for eighteen months after the Effective Date.
- For circumstances where customers initiate returns, but their approved refunds are still not completed after thirty days because of a payment processing issue, processes for automatic re-processing of the refunds. For circumstances where the automatic re-processing remains ineffective, processes for manual re-processing of the refunds. Amazon will maintain such measures for eighteen months after the Effective Date.
- For customers who initiate returns that are processed by Amazon, notify customers by sending them a message when a refund is approved or denied. Amazon will maintain such measures for twenty-four months after the Effective Date.
- For returns processed by Amazon, take reasonable steps to refund customers who initiate returns, but which return has not completed the grading process within 90 days, provided that Amazon has a reasonable belief that such returns are not fraudulent, abusive, or otherwise improper. Amazon will maintain such measures for twelve months after the Effective Date.
- For returns processed by Amazon, send a message to customers in cases where customers initiate returns, but which return has not finished the grading process within 90 days. Such notification will inform customers, in sum or substance, that their returns have not been processed and that they should contact

Questions? Visit www.ReturnSettlement.com or call toll-free **1-XXX-XXX-XXXX**.

Amazon with any questions. Amazon will maintain such measures for twenty-four months after the Effective Date.

Each of the measures and terms described above is subject to reasonable modification based on unforeseen operational limitations (e.g., natural disasters, epidemics, pandemics, wars, and other events that impact Amazon's supply chain and other operations), Amazon's good faith belief that there is suspected fraud or abuse, or Amazon's compliance or other legal obligations.

10. What am I giving up to receive Settlement Class Member Benefits or to stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

The Class Released Claims includes all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before the Effective Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, which he or she ever had or now has under state or federal law, common law, or under any other principle of law or equity resulting from, arising out of, or related to any and all allegations in any complaint, including the First Amended Consolidated Complaint in this action, including Defendant's actions, practices, or policies related to returns, refunds, and/or retrocharges.

Complete information about the Class Released Claims and Released Parties is provided in the Settlement Agreement, available at www.ReturnSettlement.com.

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS— SUBMITTING A CLAIM FORM

12. How do I make a claim to receive a payment in this Settlement?

Settlement Subclass A members will automatically receive a payment under the Settlement and do not need to submit a Claim Form. Settlement Subclass A members should visit www.ReturnSettlement.com to select their preferred method of payment before **DATE**.

Settlement Subclass B members can visit www.ReturnSettlement.com to submit a claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**.

Settlement Subclass B Members can also request a Claim Form by calling toll-free 1-**XXX-XXX-XXXX** or by writing to the Settlement Administrator:

MAIL: Amazon Return Policy Litigation, Attn: Claim Request, 1650 Arch St., Ste. 2210, Philadelphia, PA 19103
EMAIL: «**Email Address**»

13. Where do I send my completed Claim Form?

Questions? Visit www.ReturnSettlement.com or call toll-free **1-XXX-XXX-XXXX**.

Completed Claim Forms, along with any supporting documentation must be mailed to the Settlement Administrator at:

Amazon Return Policy Litigation
c/o Settlement Administrator
Attn: Claim Form Submissions
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Remember, Claim Forms submitted by mail must be **postmarked** no later than **DATE**.

14. What happens if my contact information changes after I submit a Claim Form?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive a Settlement payment?

Payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment method selected on the Claim Form or via the payment method selected by Settlement Subclass A members. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form or payment selection form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Class Member payments can be issued. Please be patient and check www.ReturnSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed the Zigler Law Group, LLC and Quinn Emanuel Urquhart & Sullivan, LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action, or you can represent yourself.

17. How will Class Counsel be paid?

Class Counsel may choose to seek up to \$100,000,000 as its attorneys' fees in this action. Class Counsel may also seek up to \$1,000,000 as cost reimbursement in this action. The Class Representatives may each choose to seek a service award of \$7,500 for their efforts on behalf of the class, payable from Class Counsel's fee award. The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. Any Settlement Class Member who does not file a timely Request for

Questions? Visit www.ReturnSettlement.com or call toll-free **1-XXX-XXX-XXXX**.

Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

Settlement Class Members who do not want to remain in the Settlement must submit written requests for exclusion (“opt out”) via the Settlement Website’s online opt out form or by mailing the written request to the Settlement Administrator.

The opt-out request must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and e-mail address(es) associate with the Class Member’s Amazon account, and include a specific and clear statement of the Settlement Class Member’s desire to be excluded from the Settlement Agreement and from the Settlement Class, such as a statement substantially to the effect that: “I request to be excluded from the Settlement Class in In re: Amazon Return Policy Litig., Case No. 2:23-cv-01372-JNW, pending in the United States District Court for the Western District of Washington”.

The failure to provide each required element may result in rejection of a request for exclusion. Exclusion requests cannot be made via phone or email.

The opt-out request must be mailed so it is **received** by the Settlement Administrator at the address below no later than **DEADLINE**:

Amazon Return Policy Litigation
Attn: Opt Outs
P.O. Box 58220
Philadelphia, PA 19102
www.ReturnSettlement.com

Each request for exclusion must be signed by the individual seeking exclusion and may only request exclusion for that one individual. No person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a request for exclusion on behalf of any other person within the Settlement Class.

“Mass” or “class” exclusion requests shall not be permitted. Except for opt outs submitted by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, a deceased individual, or those expressly permitted by the terms of this agreement will be rejected without opportunity to provide additional information or challenge the Settlement Administrator’s determination.

Any Settlement Class Member who submits a timely request for exclusion shall be barred from filing an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

19. If I exclude myself, can I still receive Settlement Class Member Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive a Settlement Class Member payment if you remain in the Settlement (remember Settlement Subclass B members must also submit an eligible Claim Form in order to receive a payment).

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Any Settlement Class Member who intends to object to this Settlement Agreement must file the objection with the Court no later than **DEADLINE** and must concurrently serve the objection on the Settlement Administrator.

Court	Settlement Administrator
[Court Address]	Amazon Return Policy Litigation Attn: Objections P.O. Box 58220 Philadelphia, PA 19102

To state a valid objection to the Settlement Agreement, an objecting Settlement Class Member **must** provide the following information in the written objection under penalty of perjury:

- i. the case name and number, *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW (W.D. Wash.);
- ii. the Settlement Class Member’s full name, current address, current telephone number; and each email address associated with the objector’s Amazon account and purchase at issue;
- iii. the basis for their good faith belief that they are a Settlement Class Member;
- iv. a statement of all objection(s), including all factual and legal grounds for the position, including a statement as to whether the objection(s) apply only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- v. copies of any documents, exhibits, or other materials the objector wishes to submit in support;
- vi. the name, address, telephone number, and email address of any lawyer(s) representing the objecting Settlement Class Member in making the objection or who may be entitled to compensation in connection with the objection, as well as a statement as to whether the lawyer(s) intends to submit a request for fees, and all factual and legal support for that request;
- vii. a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- viii. the identity of all counsel (if any) who will appear on behalf of the Settlement Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
- ix. the identity of any witnesses the objector may call to testify; and
- x. the wet signature of the Settlement Class Member objecting, in addition to the signature of any attorney representing the objector in connection with the objection, and date of the objection.

If the objecting Settlement Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Settlement Class Member must state that in the objection. Any Settlement Class Member who does not state his, her, or their intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement Agreement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel

or counsel for Defendant to notice such objecting person for and take his, her, or their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location or by remote video conference, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to appear for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

Any objector who seeks a fee for their objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

Any Settlement Class Member who fails to file and serve timely a written objection containing all of the information listed above, including notice of his, her, or their intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement Agreement and shall be foreclosed from seeking any review of the Settlement Agreement and any of its terms by any means, including but not limited to an appeal.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion (opting out) is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.ReturnSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Costs, and a Service Award for the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21).

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

If you are a member of Settlement Subclass A and do nothing, you will automatically receive a payment under the Settlement.

If you are a member of Settlement Subclass B and do nothing, you will not receive a payment under the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement available at www.ReturnSettlement.com. For more information, you may also contact the Settlement Administrator or scan the QR code below:

Amazon Return Policy Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Email: [Email Address](#)
Toll-Free: 1-[XXX-XXX-XXXX](#)

QR Code

For more information regarding the status of your Amazon returns and refunds, you can visit “Your Transactions” on Amazon.com.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Visit www.ReturnSettlement.com or call toll-free [1-XXX-XXX-XXXX](#).

Exhibit 7

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4
5
6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 IN RE: AMAZON RETURN POLICY
10 LITIGATION

CASE NO. 2:23-cv-1372

11
12
13 **[PROPOSED] ORDER ON**
14 **PLAINTIFFS' MOTION FOR**
15 **PRELIMINARY APPROVAL**

16 WHEREAS, Plaintiffs Laura Abbott, Jill Cappel, Michelle Estep, Maria
17 Khangi, Joshua Soto Lopez, Melissa Urbancic, Heriberto Valiente, Katherine Vojtko,
18 Vince Vojtko, and Dianne Walton-Williams ("Plaintiffs" or "Class Representatives"),
19 individually and as representatives of the Settlement Class defined below, and
20 Defendant Amazon.com, Inc. ("Amazon" or "Defendant," and, together with Plaintiffs,
21 the "Parties") entered into a Settlement Agreement (ECF. No.____), which, together,
22 with the exhibits thereto, sets forth the terms and conditions for a proposed
23 resolution of this Action and for its dismissal with prejudice;

24 WHEREAS, this Court has reviewed the Settlement entered into by the
25 Parties, all exhibits thereto, the record in this case, and the Parties' arguments;

26 WHEREAS, this Court preliminarily finds, for the purpose of settlement only,
27 that the Settlement Class meets all the prerequisites of Federal Rule of Civil
28 Procedure 23(a) for class certification—numerosity, commonality, typicality, and
adequacy—and meets the requirements of Federal Rule of Civil Procedure 23(b)(3)—
predominance of common issues, and superiority;

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS FOLLOWS:

1 Preliminary Certification of Settlement Class for Purpose of Settlement Only
2 and Appointment of Class Counsel and Settlement Class Representatives

3 1. The Settlement is hereby preliminarily approved as fair, reasonable,
4 and adequate such that notice thereof should be given to members of the Settlement
5 Class. Under Federal Rule of Civil Procedure 23(b)(3), the Settlement Class, as set
6 forth in Paragraph 1.29 of the Settlement Agreement and defined as follows, is
7 preliminarily certified for the purpose of settlement only:
8

9 All persons who initiated a return to Amazon or requested a refund regarding
10 a physical product purchased and (per Amazon's records) received in the U.S.
11 after being sold through Amazon.com from September 5, 2017 to the time the
12 Class Data is prepared, and who (1) incorrectly did not receive a refund from
13 Amazon or received an untimely or incorrect refund from Amazon; and/or (2)
14 did receive a refund but were later incorrectly charged by Amazon for the
15 product(s) that was (were) the subject of the return.
16

17 2. Excluded from the Settlement Class are: Defendant; Defendant's
18 employees and agents; any judge conducting proceedings in this action and the
19 judge's parents, spouses and children as well as any other member of the judge's
20 family residing in the judge's household; counsel of record in this Action; individuals
21 and entities who validly and timely opt-out; the legal representatives, heirs,
22 successors and assigns of any excluded person and the United States government;
23 and any purchases from Amazon affiliates and subsidiaries, except where those (i)
24 purchases occur on Amazon.com and (ii) returns are handled through Amazon's
25 fulfillment channels.
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1 3. The Court preliminarily finds, for purposes of settlement only, that the
2 proposed Settlement Class as defined above meets the numerosity requirement of
3 Rule 23(a)(1) such that joinder would be impractical; that there are questions of law
4 and fact common to the Settlement Class as required by Rule 23(a)(2); that these
5 common questions predominate over individual questions as required by Rule
6 23(b)(3); and that the claims of the proposed Settlement Class Representatives are
7 typical of the claims of the Settlement Class under Rule 23(a)(3).
8

9 4. In addition, the Court preliminarily finds, for purposes of settlement
10 only, that the Class Counsel and Settlement Class Representatives will fairly and
11 adequately represent the interests of the Settlement Class under Rule 23(a)(4), have
12 done so, and meet the requirements of Rule 23(g) and, therefore, appoints them as
13 Class Counsel and Settlement Class Representatives under Rules 23(c)(1)(B) and
14 23(g).
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17 5. If the Settlement Agreement is terminated or not finally approved by
18 this Court, or if such final approval is not upheld, reversed or materially modified on
19 appeal by any court, this Order (including but not limited to the certification of the
20 Settlement Class) shall be vacated, null and void, and of no force or effect; the
21 Settlement Class shall be decertified; the Settlement Agreement and all negotiations,
22 proceedings, and documents prepared, and statements made in reaching settlement
23 or in connection with settlement, shall be without prejudice to any Party and shall
24 not be deemed or construed to be an admission or confession by any Party of any fact,
25 matter, or proposition of law; and all Parties shall stand in the same procedural
26 position as if the Settlement Agreement had not been negotiated, made, or filed with
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1 the Court, including that the Parties shall be entitled to make any arguments for or
2 against certification for litigation purposes.

3 6. The Settlement Class Representatives are appointed as adequate
4 representatives of the Settlement Class. Class Counsel are appointed as counsel for
5 the Settlement Class.
6

7 **NOTICE TO SETTLEMENT CLASS**

8 7. By _____, 2026, [(45) calendar days after the issuance of this Order],
9 Class Counsel shall cause notice to the Class to be disseminated by the Email Notice,
10 the Press Release, and the dedicated Settlement Website.
11

12 8. By _____, 2026, [(30) calendar days after the issuance of this Order],
13 Defendant shall pay the sum of five million United States dollars (US\$5,000,000) into
14 the Settlement Fund.

15 9. The Court appoints Angeion Group to serve as the Settlement
16 Administrator. Angeion Group shall establish the Settlement Fund as a Qualified
17 Settlement Fund as for U.S. federal income tax purposes as set forth in Section 13.15
18 of the Settlement Agreement; supervise and administer the notice procedures,
19 establish and operate the settlement website, administer the claims processes, and
20 distribute payments according to the processes and criteria set forth in the
21 Settlement Agreement; and fully perform all other duties as provided in the
22 Settlement Agreement, as well as any additional duties that are reasonably
23 necessary to facilitate the settlement pursuant to the Settlement Agreement's terms.
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26 10. The Court approves the Notice Plan and Class Notice provided for in the
27 Settlement Agreement and its exhibits complies with 28 U.S.C. § 1715 and all other
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1 provisions of the Class Action Fairness Act of 2005. The Court finds this manner of
2 giving notice fully satisfies the requirements of Fed. R. Civ. P. 23 and due process,
3 constitutes the best notice practicable under the circumstances, including its use of
4 individual notice to all Settlement Class Members who can be identified through
5 reasonable effort, and shall constitute due and sufficient notice to all persons entitled
6 thereto. As is provided in the Settlement Agreement, the Settlement Administrator
7 shall send the agreed upon Notices to the Settlement Class Members in accordance
8 with the notice plan set forth in the Settlement Agreement. The Court also approves
9 the Parties' Notices and Claim Form, which are attached to the Settlement
10 Agreement. To the extent the Parties or the Settlement Administrator determines
11 that ministerial changes to the Notices or Claim Form are necessary before
12 disseminating them to the Settlement Class, they may make such changes without
13 further application to the Court.
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17 11. Settlement Class Members who wish to make a claim must do so by
18 submitting a Claim Form by _____, __ 2026 [sixty days after the Notice Date], (the
19 "Claims Submission Deadline"), in accordance with the instructions contained
20 therein and pursuant to the terms of the Settlement Agreement. The Settlement
21 Administrator shall determine the eligibility of claims submitted and allocate the Net
22 Settlement Fund in accordance with the Settlement Agreement.
23

24 12. Any Settlement Class Member who seeks to be excluded from the
25 Settlement Class must do so by _____, __ 2026 [sixty days after the Notice Date],
26 submit a written request for exclusion through the settlement website by sending a
27 letter via U.S. mail (or an express mail carrier) stating that they want to "opt-out of"
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1 or “be excluded from” the Settlement and identifying the following information: (i)
2 the Settlement Class Member’s name, address, telephone number, and e-mail
3 address(es) associate with the Class Member’s Amazon account; and (ii) a specific
4 and clear statement of the Settlement Class Member’s desire to be excluded from the
5 Settlement Agreement and from the Settlement Class, such as a statement
6 substantially to the effect that: “I request to be excluded from the Settlement Class in
7 *In re: Amazon Return Policy Litig.*, Case No. 2:23-cv-01372-JNW, pending in the
8 United States District Court for the Western District of Washington” and be received
9 by the Settlement Administrator no later than the date designated for such purpose
10 in the Notice. The failure to provide each required element may result in rejection of
11 a request for exclusion. Exclusion requests cannot be made via phone or email. Each
12 request for exclusion must be signed by the individual seeking exclusion, and may
13 only request exclusion for that one individual. No person within the Settlement
14 Class, or any person acting on behalf of or in concert or participation with that
15 person, may submit a request for exclusion on behalf of any other person within the
16 Settlement Class. “Mass” or “class” exclusion requests shall not be permitted. Any
17 Settlement Class Member who submits a timely and valid request for exclusion shall
18 be barred from filing an objection to the Settlement Agreement and shall be deemed
19 to have waived any rights or benefits under this Settlement Agreement. Any
20 Settlement Class Member who does not file a timely request for exclusion, or
21 otherwise does not follow the procedure described in the Settlement Agreement, shall
22 be bound by all subsequent proceedings, orders, and judgments in this action.
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1 13. Settlement Class Members who wish to object to the Settlement must
2 file the objection with the Court in accordance with Fed. R. Civ. P. 5(d) by _____, —
3 2026 [sixty days after the Notice Date], (the “Objection Deadline”), and must
4 concurrently serve the objection on the Settlement Administrator. To state a valid
5 objection to the Settlement Agreement, an objecting Settlement Class Member must
6 provide the following information in the written objection under penalty of perjury:
7 (i) the case name and number, In re: Amazon Return Policy Litigation, No. 2:23-cv-
8 01372-JNW (W.D. Wash.); (ii) the Settlement Class Member’s full name, current
9 address, current telephone number; and each email address associated with the
10 objector’s Amazon account and purchase at issue; (iii) the basis for their good faith
11 belief that they are a Settlement Class Member; (iv) a statement of all objection(s),
12 including all factual and legal grounds for the position, including a statement as to
13 whether the objection(s) apply only to the objector, to a specific subset of the
14 Settlement Class, or to the entire Settlement Class; (v) copies of any documents,
15 exhibits, or other materials the objector wishes to submit in support; (vi) the name,
16 address, telephone number, and email address of any lawyer(s) representing the
17 objecting Settlement Class Member in making the objection or who may be entitled
18 to compensation in connection with the objection, as well as a statement as to
19 whether the lawyer(s) intends to submit a request for fees, and all factual and legal
20 support for that request; (vii) a statement of whether the Settlement Class Member
21 objecting intends to appear at the Final Approval Hearing, either with or without
22 counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the
23 Settlement Class Member objecting at the Final Approval Hearing and all persons (if
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1 any) who will be called to testify in support of the objection; (ix) the identity of any
2 witnesses the objector may call to testify; and (x) the wet signature of the Settlement
3 Class Member objecting, in addition to the signature of any attorney representing the
4 objector in connection with the objection, and date of the objection. If the objecting
5 Settlement Class Member intends to appear, in person or by counsel, at the Final
6 Approval Hearing, the objecting Settlement Class Member must so state in the
7 objection. Any Settlement Class Member who does not state his, her, or their
8 intention to appear in accordance with the applicable deadlines and other
9 specifications, or who has not filed an objection in accordance with the applicable
10 deadlines and other specifications, will be deemed to have waived any objections to
11 the Settlement Agreement and can be barred from speaking or otherwise presenting
12 any views at the Final Approval Hearing. The filing of an objection allows Class
13 Counsel and counsel for Defendant to notice such objecting person for and take his,
14 her, or their deposition consistent with the Federal Rules of Civil Procedure at an
15 agreed-upon location or by remote video conference, and to obtain any documentary
16 evidence or other tangible things that are relevant to the objection. Failure by an
17 objector to appear for a deposition or comply with expedited discovery requests may
18 result in the Court striking the objection and otherwise denying that person the
19 opportunity to be heard. The Court may tax the costs of any such discovery to the
20 objector or the objector's counsel should the Court determine that the objection is
21 frivolous or made for improper purpose. Any objector who seeks a fee for their
22 objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).
23
24 These procedures and requirements for objecting are intended to ensure the efficient
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1 administration of justice and the orderly presentation of any Settlement Class
2 Member's objection to the Settlement Agreement, in accordance with the due process
3 rights of all Settlement Class Members.

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5 **FINAL APPROVAL HEARING**

6 14. The Final Approval Hearing shall be held by the Court on _____, ____
7 2026, beginning at _____, [No sooner than 164 days after the Notice Date to
8 determine whether the requirements for certification of the Settlement Class have
9 been met; to determine whether the proposed settlement of the Action on the terms
10 set forth in the Settlement should be approved as fair, reasonable, adequate, and in
11 the best interests of the Settlement Class Members; to consider whether Class
12 Counsel's motion or application for an Attorneys' Fees and Expenses Award and
13 application for the Service Awards; and to determine whether final judgment
14 approving the Settlement and dismissing the Action on the merits with prejudice
15 against the Settlement Class Representatives and all other Settlement Class
16 Members should be entered. The Final Approval Hearing may, without further notice
17 to the Settlement Class Members (except to those who have filed timely and valid
18 objections and requested to speak at the Final Approval Hearing), be continued or
19 adjourned by order of the Court.

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22 15. Any objector who timely submits an objection has the option to appear
23 and request to be heard at the Final Approval Hearing, either in person or through
24 the objector's counsel. Any objector wishing to appear and be heard at the Final
25 Approval Hearing must include a notice of intention to appear in the body of the
26 objector's objection. Objectors who fail to submit or include such timely notice of
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1 intention to appear may not speak at the Final Approval Hearing without permission
2 of the Court.

3 16. By _____, __ 2026, [(46) days after the Notice Date] Class Counsel
4 shall file all papers in support of the application for Attorneys' Fees and in support of
5 an Expenses Award and/or for Service Awards. All opposition papers shall be filed by
6 _____, __ 2026, [(74) days after the Notice Date] and any reply papers shall be filed
7 by _____, __ 2026 [(102) days after the Notice Date].
8

9 17. By _____, __ 2026 [(122) days after the Notice Date], Class Counsel
10 shall file all papers in support of the application for the Final Approval Order and
11 Final Judgment. Any reply papers regarding objections to the settlement and to
12 update the Court regarding notice and administration shall be filed by _____, __
13 2026 [one hundred and fifty (150) days after the Notice Date].
14

15 18. Class Counsel's motion or application for Attorneys' Fees and an
16 Expenses Award and for Service Awards will be considered separately from the
17 fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order
18 relating solely to Class Counsel's motion for Attorneys' Fees and an Expenses Award,
19 and/or for Service Awards, or any reversal or modification of any such order, shall not
20 operate to terminate, vacate, or cancel the Settlement.
21

22 19. Defense Counsel and Class Counsel are hereby authorized to utilize all
23 reasonable procedures in connection with the administration of the Settlement which
24 are not materially inconsistent with either this Order or the Settlement Agreement.
25

26 20. Neither this Preliminary Approval Order, nor the Settlement
27 Agreement, shall be construed or used as an admission or concession by or against
28

1 Defendant or any of the Released Parties of any fault, omission, liability, or
2 wrongdoing, or the validity of any of the Class Released Claims. This Preliminary
3 Approval Order is not a finding of the validity or invalidity of any claims in this
4 lawsuit or a determination of any wrongdoing by Defendant or any of the Released
5 Parties. The preliminary approval of the Settlement Agreement does not constitute
6 any opinion, position, or determination of this Court, one way or the other, as to the
7 merits of the claims and defenses of Plaintiff, the Settlement Class Members, or
8 Defendant.
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11 21. The Court retains exclusive jurisdiction over this action to consider all
12 further matters arising out of or connected with the Settlement Agreement.

13 **IT IS SO ORDERED.**
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15 Dated: _____
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17 Hon. Jamal N. Whitehead

18 U.S. District Judge
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Exhibit 8

Settlement Administrator Angeion Group Announces Proposed Class Action Settlement Involving Amazon.com

A federal court authorized this notice. This is not a solicitation from a lawyer.

Philadelphia, PA, Month DD, 202Y – A Settlement has been proposed in class action litigation against Amazon.com (“Amazon”). This class action alleges that certain of Amazon’s return policies and practices violate Washington consumer protection and other laws. Amazon denies Plaintiffs’ allegations and denies any wrongdoing. Amazon has, however, agreed to settle the lawsuit so that it may, among other things, avoid additional litigation burdens and expenses. The Court has not made any finding that Amazon has engaged in any wrongdoing or misconduct of any kind, or is liable in any way. The Court also has not made any determination that this lawsuit should proceed as a class action, as opposed to individual claims brought by Plaintiffs. This notice should not be interpreted as an expression of the Court’s opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Amazon would have continued to vigorously defend the lawsuit, and it also would have opposed any attempt to have this case certified as a class action.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled *In re: Amazon Return Policy Litigation*, No. 2:23-cv-01372-JNW, pending in the United States District Court for the Western District of Washington (the “Action”).

Who is included in the Settlement? You are a Settlement Class Member if you initiated a return to Amazon or requested a refund regarding a physical product purchased and (per Amazon’s records) received in the U.S. after being sold through Amazon.com from September 5, 2017 to «the time the Class Data is prepared», and you (1) incorrectly did not receive a refund from Amazon or received an untimely or incorrect refund from Amazon; and/or (2) did receive a refund but were later incorrectly charged by Amazon for the product(s) that was (were) the subject of the return.

There are two Settlement Subclasses (A and B) as explained in the Settlement documentation. For further information, please visit the Settlement Website at www.ReturnSettlement.com or call toll-free 1-XXX-XXX-XXXX.

What does the Settlement provide? After this litigation was filed, Defendant identified certain customer refunds that were potentially unpaid and, in 2025, elected to implement a process to pay those refunds, including by paying some refunds for which Amazon could not confirm the money was owed. These refunds include (1) refunds not completed due to a payment processing issue; and (2) refunds not completed where Amazon does not have sufficient confirmation that the correct item(s) were returned as required. As part of the consideration provided under this Settlement, Defendant has agreed to make reasonable efforts to complete payment of these refunds to Settlement Class Members outside of the Settlement Fund, and will pay an additional \$309.5 million into a non-reversionary Common Fund, which will be used for distribution to the Settlement Class in accordance with the plan of distribution as well as all payments to the Settlement Administrator, and all remaining costs and expenses associated with the Settlement, including any attorneys’ fees and incentive awards (subject to Court approval).

In addition, under the Settlement Amazon will provide other non-monetary relief. Visit www.ReturnSettlement.com for complete details on the Settlement benefits.

How do I get a payment?

Members of Settlement Subclass A will automatically receive a payment under the Settlement but should visit www.ReturnSettlement.com before **DEADLINE** to select their preferred payment method.

Members of Settlement Subclass B must submit a Claim Form in order to receive a payment under the Settlement. Visit www.ReturnSettlement.com to submit a Claim Form online on or before **DEADLINE** or to download a Claim Form to complete and return by mail to the Settlement Administrator.

Your other options. If you want to keep your right to sue or continue to sue Amazon on your own about the legal issues in this lawsuit, you must exclude yourself from the settlement by **DEADLINE**. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may file an objection or other comment no later than **DEADLINE**. More information about these options is available at www.ReturnSettlement.com.

Do I have a lawyer in the case? Yes, the Court has appointed the Zigler Law Group, LLC and Quinn Emanuel Urquhart & Sullivan, LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

Class Counsel may choose to seek up to \$100,000,000 as its attorneys' fees in this action. Class Counsel may also seek up to \$1,000,000 as cost reimbursement in this action. The Class Representatives may each choose to seek a service award of \$7,500 for their efforts on behalf of the class, payable from Class Counsel's fee award. The Court may award less than these amounts.

The Court's hearing. The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**. The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.ReturnSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Costs, and a Service Award for the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

How Do I Get More Information? This notice is only a summary. For more information, including the full notice, claim form and Settlement Agreement visit www.ReturnSettlement.com, scan the QR code or contact the Settlement Administrator:

Amazon Return Policy Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Email: **Email Address**
Toll-Free: 1-**XXX-XXX-XXXX**



QR Code

For more information regarding the status of your Amazon returns and refunds, you can visit "Your Transactions" on Amazon.com.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

Media Contact:
Angeion Marketing
marketingteam@angeiongroup.com

SOURCE: ANGEION GROUP