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**[EXEMPT FROM FILING FEES - Pursuant to Government Code Section 6103]**

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 LAW AND MOTION DEPT 50854  
 SUPERIOR COURT  
 OF CALIFORNIA  
 SACRAMENTO COUNTY

**FILED  
 ENDORSED**

10 *Attorneys for the People of the State of California*

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 12 COUNTY OF SACRAMENTO  
 13  
 14

15 PEOPLE OF THE STATE OF CALIFORNIA,  
 16  
 17 Plaintiff,  
 18 v.  
 19 AMAZON.COM SERVICES LLC, a Delaware  
 Corporation,  
 20 Defendant.  
 21

Case No. 34-2021-00311-063

**[PROPOSED] STIPULATED FINAL JUDGMENT**



1 Plaintiff, the People of the State of California, (“Plaintiff” or “People”), by and through  
2 ROB BONTA, Attorney General of the State of California and defendant AMAZON.COM  
3 SERVICES LLC (“Amazon” or “Defendant”) having stipulated to the entry of this Final  
4 Judgment and Order (“Judgment”) without the taking of proof and without Defendant admitting  
5 any liability, and with all Parties having waived the right to appeal; and the Court having  
6 considered the pleadings and good cause appearing:  
7

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

9 **PARTIES AND FINDINGS**

- 10 1. The People of the State of California, by and through its Attorney General, Rob  
11 Bonta (“Attorney General”), is charged with enforcement of, among other things, California  
12 Business and Professions Code section 17200 et seq. (“UCL”).
- 13 2. Defendant, Amazon.com Services LLC, is a Delaware corporation with its principal  
14 place of business at 410 Terry Avenue, North Seattle, Washington 98109.
- 15 3. Defendant operates an online store where customers can purchase products such as  
16 books, clothing, groceries, electronics, and other items. Defendant also provides logistics  
17 services, such as packaging and delivering products to consumers who purchase items through  
18 Defendant’s online store.
- 19 4. The parties to this action (“Parties”) agree, solely for purposes of entry of this  
20 Judgment, that this Court has jurisdiction of the subject matter hereof and over the Parties, venue  
21 is proper in this County, and this Court has jurisdiction to enter this Judgment. This Judgment is  
22 entered pursuant to and subject to the UCL.
- 23 5. This Judgment is entered to resolve the investigation of Defendant undertaken by the  
24 Attorney General in connection with Defendant’s COVID-19 Employee Notifications, COVID-  
25 19 Subcontractor Employer Notifications, and COVID-19 LHA Notifications in its California  
26 Facilities.



1 ensure these functions and entities are consistent with the terms of this Judgment and will  
2 incorporate the terms of this Judgment into the oversight or review functions of the entity as  
3 necessary to ensure consistency.

4 **DEFINITIONS**

5 The following definitions shall be used in construing the Judgment:

6 15. "California Facilities" means the following categories of facilities of Defendant in  
7 the State of California: Amazon Fresh, Amazon Logistics (AMZL), Amazon Pantry, Hub, Multi-  
8 Channel Facility (MCF), Non-Sort Fulfillment Center, Prime Now (PN), Robotics Fulfillment  
9 Center, Sort Center, Sortable Fulfillment Center, Specialty Fulfillment Center, Heavy/Bulky  
10 Fulfillment Center (XLFC), and Ultra Fast and Fresh (UFF).

11 16. "COVID-19" means "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-  
12 2)" as defined by Section 6409.6, subdivision (d)(2).

13 17. "COVID-19 LHA Notification" means the notices Defendant sends to local public  
14 health agencies (LHAs) in the jurisdiction of California Facilities, pursuant to Section 6409.6,  
15 subdivision (b).

16 18. "COVID-19 Employee Notification" means the notices Defendant sends that are  
17 intended to reach Defendant's employees at its California Facilities pursuant to Section 6409.6,  
18 subdivision (a). This includes all documents, if any, directly hyperlinked to the main COVID-19  
19 Employee Notification. "COVID-19 Employee Notification" includes, but is not limited to  
20 COVID-19 case notifications sent to all users of Defendant's "A to Z" portal at one or more  
21 California Facilities, which portal can be accessed via the web or on the "A to Z" app.

22 19. "COVID-19 Subcontractor Employer Notification" means the COVID-19 case  
23 notifications Defendant sends via email that are intended to reach the employers of subcontracted  
24 employees at Defendant's California Facilities pursuant to Section 6409.6, subdivision (a). This  
25 includes all documents, if any, directly hyperlinked to the main COVID-19 Subcontractor  
26 Employer Notification.



1           26. Defendant agrees to implement modifications to its pre-existing COVID-19  
2 Employee Notification so that, within seven (7) business days after the Effective Date, such  
3 notification will substantially be in the form of Exhibit A, attached hereto, and the hyperlinks  
4 referenced therein will be substantially in the form of AMZNCAAG015664 (“Information  
5 Regarding COVID-19 Benefits Chart”), previously provided by Defendant to the Attorney  
6 General, and Exhibit B, attached hereto.

7           27. Defendant agrees to implement modifications to its pre-existing COVID-19  
8 Subcontractor Employer Notification so that, within seven (7) business days after the Effective  
9 Date, such notification will substantially be in the form of Exhibit C attached hereto, and the  
10 hyperlink referenced therein will be substantially in the form of Exhibit B.

11           28. By no later than seven business days (7) after the Effective Date, Defendant will  
12 provide to the Attorney General the Separate Templates for the COVID-19 Employee  
13 Notifications and for the COVID-19 Subcontractor Employer Notifications used by Defendant in  
14 its California Facilities as described in paragraphs 26–27, above.

15           29. Defendant agrees to implement modifications to its pre-existing Policies regarding the  
16 issuance of COVID-19 Employee Notifications and COVID-19 Subcontractor Employer  
17 Notifications that pertain to the California Facilities so that, within seven (7) business days after  
18 the Effective Date, such Policies will include text substantially in the form of Exhibit D attached  
19 hereto. Defendant agrees to maintain and carry out the requirements of the Policies described in  
20 Exhibit D. Defendant agrees to provide the Attorney General a copy of the modified Policies  
21 within seven (7) business days after the Effective Date.

22           30. Defendant agrees to implement and maintain appropriate controls, processes, and  
23 procedures at its California Facilities to ensure that all COVID-19 cases that Defendant is  
24 required to report to the local public health agency under Section 6409.6, subdivision (b) are  
25 reported within 48 hours.

26           31. Defendant agrees to provide written notice to the Attorney General of: (i) any material  
27 change to its COVID-19 Employee Notification for California Facilities, as described in  
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1 paragraph 26, above; (ii) any material change to its COVID-19 Subcontractor Employer  
2 Notification for California Facilities, as described in paragraph 27, above; and (iii) any material  
3 change to the text of Exhibit D incorporated into its Policies regarding the issuance of COVID-19  
4 Employee Notifications and COVID-19 Subcontractor Employer Notifications for California  
5 Facilities, as described in paragraph 29, within seven (7) business days after implementation of  
6 such material change.

7 **REPORTING PROVISIONS**

8 32. For a period of twelve (12) months after the Effective Date, Defendant agrees to  
9 provide the information described in paragraphs 33 and 34, below (“Reports”), every sixty  
10 calendar (60) days to the Attorney General. If the sixtieth (60<sup>th</sup>) calendar day falls on a weekend  
11 or California State holiday, Defendant may provide the Reports by the next business day.

12 33. The Reports will include all information, as described in paragraph 34, below, for the  
13 following time period (“Relevant Reporting Period”). The first set of Reports will include  
14 information from seven (7) business days after the Effective Date, up to five (5) business days  
15 before the sixtieth (60<sup>th</sup>) calendar day after the Effective Date. Each set of Reports thereafter will  
16 include information starting five (5) business days before the immediately preceding set of  
17 Reports was originally due to the Attorney General under this Judgment, and up to five (5)  
18 business days before the current Report was originally due to the Attorney General under this  
19 Judgment, or up to five (5) business days before the current Report was provided to the Attorney  
20 General, whichever is later.

21 34. The Reports will include for each Relevant Reporting Period:

- 22 a. For all California Facilities, a copy of each Separate Template used by Defendant for  
23 the COVID-19 Employee Notifications and COVID-19 Subcontractor Employer  
24 Notifications issued during the Relevant Reporting period, including a description as to  
25 which California Facilities each such template applies; and  
26 b. For Sample California Facilities, a spreadsheet, produced in .xlsx (native) format,  
27 containing the same type of information included in Bates number  
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1 AMZNCAAG011536 and AMZNCAAG015503 at Columns A to M, previously  
2 provided by Defendant to the Attorney General, together with a description of: (i) what  
3 the total number of individuals listed in Columns J to M of the spreadsheet represents,  
4 and what categories of individuals as relevant to the statutory requirements of Section  
5 6409.6, subdivisions (a)(1), (3), and (4) are included; (ii) the means by which the  
6 COVID-19 Employee Notifications listed in the spreadsheet are distributed to  
7 recipients; and (iii) to the extent, if any, Defendant's practices vary for notifications sent  
8 under Section 6409.6, subdivision (a)(1), (3), and (4), how so.

9 **NOTIFICATION OF SETTLEMENT**

10 35. Defendant agrees to send, within two (2) business days after the Effective Date, a  
11 written notification of the terms of the Judgment ("Judgment Notification") by means of  
12 Defendant's "A to Z" portal to all users of the portal at Defendant's California Facilities, which  
13 notification will substantially be in the form of Exhibit E, attached hereto.

14 36. Defendant agrees, for a period of twelve (12) months after the Effective Date, to  
15 maintain for each California Facility records of the Judgment Notification:

- 16 a. The date and time the Judgment Notification was sent pursuant to paragraph 35, above;  
17 b. The total number of individuals to whom each Judgment Notification was sent pursuant  
18 to paragraph 35, above; and  
19 c. The content of the Judgment Notification.

20 37. Within thirty (30) days of the Effective Date Amazon will provide to the Attorney  
21 General the records described in paragraph 36, above, for a sample of ten (10) California  
22 Facilities. The Attorney General will notify Amazon in writing of the ten sample facilities by no  
23 later than fourteen (14) calendar days after the Effective Date.

24 **SETTLEMENT AMOUNT**

25 38. Within thirty (30) calendar days after the Effective Date, Defendant agrees to pay a  
26 total sum of \$500,000 ("Settlement Amount"). The aforementioned funds shall be for the  
27 exclusive use by the Attorney General, the district attorney, the county counsel, and the city  
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1 attorney for the enforcement of consumer protection laws. Payment instructions shall be  
2 provided to Defendant by the Attorney General no later than seven (7) calendar days after the  
3 Effective Date.

4 **ENFORCEMENT AND RELEASE**

5 39. Following full payment under paragraph 38, the Attorney General releases and forever  
6 discharges any civil claim, including any civil action for damages, costs, attorneys' fees, or  
7 penalties of any kind, against "Released Parties" that the Attorney General has asserted, or  
8 reasonably could have asserted, concerning the Covered Conduct, as referenced in paragraph 40,  
9 below. For the purposes of this paragraph, the term "Released Parties" shall include Defendant  
10 and all of its past and present officers, directors, employees, representative agents, affiliates,  
11 subsidiaries, parent companies, predecessors, successors and assigns.

12 40. "Covered Conduct" means conduct by the Defendant from March 4, 2020, to the  
13 Effective Date, that the Attorney General investigated or reasonably could have investigated  
14 under Labor Code section 6409.6, California Code of Regulations, title 8, section 3205 et seq., or  
15 any other law relating to Defendant's COVID-19 Employee Notifications, COVID-19  
16 Subcontractor Notifications, COVID-19 LHA Notifications, and any other COVID-19-related  
17 workplace health and safety practices in its California Facilities.

18 41. Other than as set forth in paragraphs 39-40, above, nothing in this Judgment shall be  
19 construed to limit the authority or ability of the Attorney General to assert its right to protect the  
20 interests of the State of California or the people of the State of California. This Judgment shall  
21 not bar the Attorney General from investigating and enforcing laws, regulations, or rules against  
22 Defendant for conduct subsequent to this Judgment, or for conduct otherwise not covered by this  
23 Judgment. Further, nothing in this Judgment precludes or affects the Attorney General's right to  
24 determine and ensure compliance with this Judgment, or to seek enforcement or penalties under  
25 the UCL for any violations of this Judgment, as applicable.

26 42. Other than as set forth in paragraphs 39-40, above, nothing in this Judgment limits the  
27 powers vested in the Attorney General by the California Constitution and state law, including  
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1 California Government Code section 11180 et seq., to oversee or enforce any California laws or  
2 regulations, whether addressed in this Judgment or not. The Attorney General may utilize these  
3 powers, where applicable, to ensure Defendant's compliance with the terms of the Judgment, or  
4 to address distinct or unrelated investigations or the enforcement of the laws of the State of  
5 California. Nothing in this Judgment shall abrogate the confidentiality of any materials or  
6 information obtained by the Attorney General during its investigation of Defendant, except as  
7 provided by law.

8 43. This Judgment may be enforced only by the Parties hereto. Nothing in this Judgment  
9 shall provide any rights or permit any person or entity not a party hereto to enforce any provision  
10 of this Judgment.

11 44. The Attorney General representing the People in this action executes this release in  
12 his or her official capacity and releases only claims belonging to the Attorney General, as  
13 described in paragraphs 39 and 40, above. This release does not release or bar any rights or  
14 causes of action belonging to any state agency other than the Attorney General whether or not in  
15 the name of the People of the State of California.

16 **MISCELLANEOUS PROVISIONS**

17 45. The terms of this Judgment shall be governed by the laws of the State of California.

18 46. Nothing in this Judgment shall be construed as relieving Defendant of the obligation to  
19 comply with all local, state, and federal laws, regulations, or rules. Moreover, nothing in this  
20 Judgment shall obviate Defendant from meeting any more stringent requirements which may be  
21 imposed hereinafter by any changes in applicable law and/or legally binding legislation,  
22 regulations, ordinances, and/or permits.

23 47. Defendant is represented by and has consulted with counsel in connection with the  
24 decision to enter into this Judgment.

25 48. If any portion of this Judgment is held invalid by operation of law, the remaining terms  
26 of this Judgment shall not be affected and shall remain in full force and effect.

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1           49. This Judgment contains the complete agreement entered into by the Attorney General  
2 and Defendant related to the conduct at issue. No promises, representations, or warranties other  
3 than those set forth in this Judgment have been made by the Attorney General or by Defendant.  
4 This Judgment supersedes all prior communications, discussions, or understanding regarding  
5 Defendant's course of conduct with regards to the UCL and Section 6409.6, whether oral or in  
6 writing.

7           50. The Attorney General, may, at his or her sole discretion, agree in writing to provide  
8 Defendant with additional time to perform any act required by this Judgment.

9           51. The Judgment may be modified by a stipulation of the Parties as approved by the  
10 Court, or by court proceedings resulting in a modified judgment of the Court.

11           52. Any failure by any party to this Judgment to insist upon the strict performance by any  
12 other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the  
13 provisions of this Judgment, and such party, notwithstanding such failure, shall have the right  
14 thereafter to insist upon the specific performance of any and all of the provisions of this  
15 Judgment.

16           53. Jurisdiction is retained by the Court for the purpose of enabling any party to the  
17 Judgment to apply to the Court at any time for such further orders and directions as may be  
18 necessary or appropriate for the construction or carrying out of this Judgment for enforcement of  
19 compliance herewith, and for the punishment of violations hereof, if any.

20           54. The Parties agree and represent that any persons signing this Judgment are authorized  
21 by proper authorities to execute this Judgment on their behalf. By signing below, Defendant  
22 agrees to comply with all terms of the Judgment.

23           55. This Judgment may be executed in counterparts, and a facsimile or .pdf signature shall  
24 be deemed to be, and shall have the same force and effect as, an original signature.

25           56. All notices shall be provided to the following via email and overnight mail. The  
26 documents under paragraphs 28–29, 32–34, and 37 shall be provided to the Attorney General via  
27 email:

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Defendant

*Amazon.com Services LLC*  
Ben Langner  
Senior Corporate Counsel, Government & Regulatory Litigation  
Amazon.com, Inc.  
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Cc: Defendant's Attorneys

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Signatory Attorney General

Minsu Longiaru  
Deputy Attorney General  
Office of the Attorney General  
P.O. Box 70550  
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Any Party may update its designee or address by sending written notice to the other Party informing them of the change.

57. The Clerk is ordered to enter this Judgment forthwith.

**APPROVAL BY COURT**

APPROVED FOR FILING and SO ORDERED this 22 day of November  
2021.



SHAMA H. MESIWALA

Judge of the Superior Court

# **Exhibit A**

## **COVID-19 Employee Notification**

We were recently notified that [CASE COUNT] individuals who work at [SITE] has/have received a COVID-19 diagnosis. They were last onsite on the following dates:

MM/DD/YYYY – [CASE COUNT]

MM/DD/YYYY – [CASE COUNT]

Information on the site's enhanced daily cleaning and disinfection plan, which are currently being implemented (as applicable), can be found here: [NEW LINK TO BE INSERTED].

In alignment with CDC guidance and medical advice, if someone is determined to have been in close contact, we will proactively reach out to them individually to advise them of their possible exposure. Fully vaccinated, asymptomatic individuals are no longer required to quarantine if they have been in close contact with an individual who has tested positive for COVID-19 as long as their vaccine status has been verified in A to Z.

Vaccines are now widely available and we believe the most important thing you can do to protect yourself is to get vaccinated. Visit [vaccines.gov](https://www.vaccines.gov) to find a COVID-19 vaccine clinic near you.

Reminder: If you are experiencing potential symptoms of COVID-19, even one, stay home and contact your medical provider. Go to the Disability and Leave Services (DLS) portal to report your absence. You can access it from the Resources or Time sections in A to Z. You can also contact the DLS team (Monday–Friday, 5 a.m.–8 p.m. PST) at 1-888-892-7180. A list of available COVID-19 benefits can be found here: [NEW LINK TO BE INSERTED].

Amazon does not tolerate or permit discrimination or retaliation of any kind, as outlined in the Owner's Manual. Any associate who believes that he or she has been discriminated or retaliated against should report it to his or her manager, or to any member of management at Amazon, or to Human Resources.

Thank you for your ongoing commitment to safety and to delivering for our customers. If you have any questions, please reach out to any manager or HR team member.

# **Exhibit B**

## **Cleaning and Disinfection Plan**

## **Cleaning and Disinfection Plan**

Disinfection by way of ongoing and routine cleaning processes is a central part of the Amazon COVID-19 response plan. This is a two-fold approach consisting of 1) routine cleaning and 2) enhanced cleaning. Amazon's COVID-19 case enhanced cleaning uses the same cleaning agents (which are EPA approved disinfectants) and methodology as the routine COVID-19 cleaning procedure. The difference being that the COVID-19 case enhanced cleaning is targeted on a specific area or areas that have been recently exposed to a COVID-19 case and routine COVID-19 cleaning is continuously ongoing throughout the site.

### **Routine Cleaning:**

Amazon conducts routine cleaning processes on an increased basis. These processes include disinfection of all high-touch areas such as doors, turnstiles, bathroom surfaces, and handrails by our janitorial teams. Additionally, cleaning supplies are readily available for all associates to clean their own workstations at the start/end or during their shifts. Process map visuals (PMVs) and training guides have been created and provided to guide associates through the proper routine cleaning procedures for their equipment and handwashing protocols. Associates may contact their managers for additional information regarding PMVs and training guides. All cleaning materials are on the EPA's approved list of disinfectants for COVID-19. Site sanitation supply levels are regularly audited to ensure proper stock levels are maintained.

All Amazon Mode of Transportation equipment (AMOT), such as Over the Road vehicles, also undergoes rigorous cleaning protocols. All AMOT drivers are equipped with WHS-approved



cleaning products and disposable gloves. Drivers are provided PMVs and training material in order to adequately clean their equipment at the start/end of a shift and/or between drivers.

Shared materials such as safety harnesses and electronic handheld devices may also be used within Amazon and protocols have been established to ensure proper disinfection prior to handover. Where possible, associates have individually-procured and -assigned equipment. Where not possible or practical, material-specific cleaning guidelines have been established highlighting the type of equipment, cleaning procedure, frequency, and allocation for potentially shared devices.

**Enhanced Cleaning:**

Upon site notification of a COVID-19 case, the Amazon Enhanced Cleaning protocol is implemented. This protocol is designed to target specific area(s) which may have been immediately exposed to COVID-19. Locations frequented by the COVID-19-positive case are closed off until proper cleaning can take place. At a minimum, the individual's workstation, immediately adjacent workstation(s) within a 12-foot radius, shared areas, equipment/tools/carts/touchpoints used by the COVID-19-positive case, and single use offices (if applicable) undergo the enhanced cleaning. Trained janitorial cleaning teams complete the enhanced cleaning and have been equipped with the necessary personal protective equipment (PPE) as well as the knowledge of its proper use/disposal. Potentially contaminated surfaces are disinfected with a water and neutral detergent mixture followed by non-bleach products (unless bleach is mandated by regulation). An ethanol mixture may be substituted for surfaces that could be damaged by the active ingredients in bleach products. Workstations undergoing

enhanced cleaning protocols are disabled and posted as such until all surfaces are cleaned, dry, and ready to safely be returned to duty. Air circulation inside the facility has been maximized to the extent feasible in accordance with CDC guidance.

For OTR vehicles, similar procedures are in place to ground/quarantine the vehicle after notice of a COVID-19-positive case. A third-party vendor has been contracted to dry clean, wet clean, disinfect, and wipe down the vehicle. The vehicle will remain out of service throughout the day of its cleaning and may be returned to service the day following.

# **Exhibit C**

## **COVID-19 Subcontractor Employer Notification**

We were recently notified that [CASE COUNT] individuals who work at [SITE] has/have received a COVID-19 diagnosis. They were last onsite on the following dates:

MM/DD/YYYY – [CASE COUNT]

MM/DD/YYYY – [CASE COUNT]

Information on the site's enhanced daily cleaning and disinfection plan, which is currently being implemented (as applicable), can be found here: [NEW LINK TO BE INSERTED].

In alignment with CDC guidance and medical advice, if someone is determined to have been in close contact, we will proactively reach out to them individually to advise them of their possible exposure. Fully vaccinated, asymptomatic individuals are no longer required to quarantine if they have been in close contact with an individual who has tested positive for COVID-19 as long as their vaccine status has been verified in A to Z.

Vaccines are now widely available and we believe the most important thing you can do to protect yourself is to get vaccinated. Visit [vaccines.gov](https://www.vaccines.gov) to find a COVID-19 vaccine clinic near you.

Reminder: If you are experiencing potential symptoms of COVID-19, even one, stay home and contact your medical provider.

# **Exhibit D**

## **Employee and Subcontractor Notification Policies**

## **Modifications to California-Only Portion of the COVID-19 Case Communications Playbooks**

### *Modifications will be applied to both the First and Multiple Case Communications Playbooks*

- **For California sites only:** Qualifying COVID-19 cases, as defined below, must be communicated in writing to employees who may have been on the same site during the infectious period as the qualifying COVID-19 case through the Amazon A to Z app and web portal and to any third-party employers (3Ps) of subcontracted employees (i.e., contractors, vendors, independent contractors) who may have been on the same site during the infectious period as the qualifying COVID-19 case by email. Sites and stations should no longer use the Call 'Em Alls and Text 'Em Alls for COVID-19 cases. The A to Z notifications will be sent 1 day (including weekends and holidays) after receiving notification of a qualifying COVID-19 case. For sites in CF, AMZL, ATS, and GSF (with a few exceptions), an automated notification will be sent based on information submitted in CEM. For sites that are not on the automated notification process, fill out the **notification ticket** once the qualifying COVID-19 case is known. You will need the following information to submit your ticket: site name, last on site date for each case, site HR (PXT) phone number, and site HR (PXT) email address. If a site has multiple qualifying COVID-19 cases, please keep track and submit one SIM ticket for all of the cases at 3:00 p.m. local time. The A to Z team will schedule your notification to be sent at 6:00 p.m. local time to site employees (see exceptions below) that someone who has worked at your site has a COVID-19 diagnosis. Only one notification will be sent for each qualifying COVID-19 case even if the case meets more than one of these categories. This notification must be sent regardless of additional written or verbal communications that may be used. **Please note:**
  - **Business applicability:** This notification process applies to all U.S. business lines, with the exception of Physical Stores, and Flex Drivers who have their own notification process to comply with applicable California laws.
  - **Employee audience exceptions:** Employee audiences who may receive the push notification include DSP DAs, RME technicians, Janitors, and other third-party contractors based on if they have signed up for A to Z. These groups should continue to be notified through the process approved by their leadership.
  - **Notification visibility:** The A to Z push notification expiration will be set for 3 days. This is how long employees will see the notification in their A to Z inbox on the mobile app.
  - **Qualifying COVID-19 case:** For purposes of complying with applicable California law, qualifying COVID-19 case includes each person who: (1) has a laboratory-confirmed case of COVID-19 (i.e., confirmed and presumed cases); (2) has a positive COVID-19 diagnosis from a licensed health care provider (i.e., confirmed and presumed cases); (3) has been issued a COVID-19-related order to isolate issued by a public health official (e.g., LHA); or (4) has died due to COVID-19 as determined by a county public health department (e.g., LHA) or per inclusion in the COVID-19 statistics of a county (not confirmed or presumptive). A laboratory confirmed case of COVID-19 is a positive result from any viral test for COVID-19 including PCR and antigen test (i.e., confirmed and presumed cases).
  - **Time period:** The notification must be sent to all employees and 3Ps of subcontracted employees who were onsite during the high-risk exposure period. The high-exposure

period is: (1) for symptomatic qualifying COVID-19 cases, 2 days before they first develop symptoms until all the following are true: it has been 10 days since symptoms first appeared; 24 hours have passed with no fever, without the use of fever-reducing medications; and symptoms have improved; (2) for qualifying COVID-19 cases who are asymptomatic, from 2 days before until 10 days after date of specimen collection for their first positive laboratory test; or (3) for qualifying COVID-19 cases who were asymptomatic and no testing information is available, the time period designated by the California Department of Public Health and/or the LHA or, in the event no such time is designated, then 7 days before the last date onsite.

- o **Language:** The notification to employees must be sent in English and the language understood by the majority of the employees on site (if different). If a site should reasonably know of employee(s) who have not received the notification or have limited literacy in the language used in the notice, the site is responsible for providing verbal notice, as soon as practicable, in a language understandable by the employee.

# **Exhibit E**

## **Judgment Notification**



## NOTIFICATION TO EMPLOYEES

*Sent Pursuant to a Stipulated Judgment Approved by the California Attorney General*

On [date of entry of Stipulated Judgment], Amazon and the California Attorney General entered into a Stipulated Judgment as part of a settlement relating to California Labor Code section 6409.6, which requires employers who receive notice of a potential exposure to COVID-19 to provide specified notifications to its employees and the employers of subcontracted employees within one business day. California Labor Code section 6409.6 also requires employers to report COVID-19 cases to local public health departments, as specified. As part of the settlement, Amazon expressly denies that it violated these requirements.

The terms of the Stipulated Judgment are available here: [Hyperlink to a complete copy of the Stipulated Judgment.]