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

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

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

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT**

(Cal. Code of Civ. Proc., § 664.6)

1 Plaintiff, the People of the State of California (“Plaintiff” or the “People”), acting by and
2 through Rob Bonta, Attorney General of the State of California and Defendant Amazon.com
3 Services LLC (“Amazon” or “Defendant”) hereby stipulate as follows:

4 1. The final Stipulated Judgment (“Judgment”), a true and correct copy of which is
5 attached to this Stipulation for Entry of Final Judgment (“Stipulation”) as Exhibit 1, may be
6 entered in this matter.

7 2. Concurrently with the filing of this Stipulation, Plaintiff has filed its Complaint in this
8 matter pursuant to California Business and Professions Code sections 17200 et seq.

9 3. The terms of this Stipulation shall be governed by the laws of the State of California.

10 4. Amazon consents to the jurisdiction of this Court solely for purposes of entry and
11 enforcement of this Stipulation and Judgment.

12 5. Upon Amazon’s consent solely for purposes of entry and enforcement of this
13 Stipulation and Judgment, this Court has jurisdiction over the subject matter hereof and over
14 Plaintiff and Amazon (together, the “Parties”), and venue is proper in this court.

15 6. The Parties have agreed to resolve the allegations contained in the Plaintiff’s
16 complaint by entering into this Stipulation.

17 7. The Parties have stipulated and consented to the entry of the Judgment without the
18 taking of proof and without trial or adjudication of any fact or law herein, without the Judgment
19 constituting evidence, a finding, or an adjudication or, or an admission by Defendant regarding
20 any claim or issue of law or fact alleged in the Complaint on file herein, and without Defendant
21 admitting any liability regarding allegations of violations that occurred or allegedly occurred prior
22 to the entry of Judgment.

23 8. The Judgment may be entered by any judge of the Sacramento Superior Court.

24 9. The Attorney General may submit the Judgment to any judge of the Sacramento
25 Superior Court for approval and signature, based on this Stipulation, during the court’s ex parte
26 calendar or on any other ex parte basis, without notice to or any appearance by Amazon, which
27 notice and right to appear Amazon hereby waives.
28

1 10. The Parties hereby waive their right to move for a new trial or otherwise seek to set
2 aside the Judgment through any collateral attack, and further waive their right to appeal from the
3 Judgment, except that Plaintiff and Defendant each agrees that the court shall retain jurisdiction
4 for the purposes specified in paragraphs 4 and 53 of the Judgment.

5 11. Amazon will accept notice of entry of judgment entered in this action by delivery of
6 such notice to its counsel of record, and agree that service of notice of entry of judgment will be
7 deemed personal service upon it for all purposes.

8 12. The individuals signing below represent that they have been authorized by the parties
9 they represent to sign this Stipulation.

10 13. This Stipulation may be executed in counterparts, and a facsimile or .pdf signature
11 shall be deemed to be, and shall have, the same force and effect as an original signature.

12
13 Date: November 12, 2021

ROB BONTA
Attorney General of California
SATOSHI YANAI
Senior Assistant Attorney General
MARISA HERNÁNDEZ-STERN
Supervising Deputy Attorney General
ANNA KIRSCH
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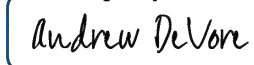
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20 MINSU D. LONGIARU
21 Deputy Attorneys General
22 Attorneys for the People of the State of
23 California
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FOR DEFENDANT:

Amazon.com Services LLC

Date: November 12, 2021

DocuSigned by:

958E9FA5ABB8491...
By: _____
Andrew DeVore
Vice President & Associate General Counsel
Amazon.com, Inc.
E-mail: ADevore@amazon.com

Approved as to form:

Date: November 12, 2021

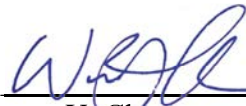
By: 
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Exhibit 1

1 ROB BONTA
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12 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SACRAMENTO
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15 PEOPLE OF THE STATE OF CALIFORNIA,
16
17 Plaintiff,
18
19 v.
20 AMAZON.COM SERVICES LLC, a Delaware
Corporation,
21 Defendant.

Case No.

**[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.
27
28

1 6. This Judgment shall apply to all claims under the UCL as alleged in the Complaint
2 filed in this action (“Complaint”). This Judgment shall also apply to all predicate violations of
3 the UCL as alleged in the Complaint, including California Labor Code section 6409.6 (“Section
4 6409.6”).

5 7. Defendant expressly denies the allegations in the Complaint, including: (i) that the
6 conduct described in the Complaint constitutes a violation of Section 6409.6 or any other law or
7 regulation, and (ii) that the conduct described in the Complaint constitutes an unfair method of
8 competition and/or deceptive acts or practices in the conduct of trade or commerce in violation of
9 the UCL.

10 8. Defendant enters into this Judgment for the purpose of resolving this investigation
11 only.

12 9. This Judgment is made without trial or adjudication of any issue of fact or law. The
13 Parties have voluntarily entered into this Judgment in order to avoid the time, expense, and
14 uncertainty of litigation.

15 10. The Attorney General has conferred in good faith with Defendant and its attorneys
16 and the Parties have agreed to resolve the allegations through this Judgment.

17 **APPLICABILITY**

18 11. All provisions of this Judgment shall be binding upon, and apply to Defendant,
19 including its agents acting within the scope of their agency as well as its successors and assigns
20 with respect to the conduct described in this Judgment.

21 12. Defendant has and will maintain the full power and authority to undertake the duties
22 and obligations set forth in this Judgment.

23 13. Defendant shall use reasonable efforts to notify its officers, directors, employees, and
24 agents responsible for carrying out and effecting the terms of this Judgment and the requirements
25 therein.

26 14. If an entity is established or reorganized so that its functions include overseeing or
27 otherwise reviewing the operations of Defendant or any aspect thereof, Defendant agrees to
28

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.

22. “Qualifying Individual” means any person who has any of the following: (i) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (ii) a positive COVID-19 diagnosis from a licensed health care provider; (iii) a COVID-19-related order to isolate provided by a public health official; (iv) died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county as defined by Section 6409.6, subdivision (d)(6).

24. “Separate Template” means a template in which there is any change in language in the COVID-19 Employee Notification and/or the COVID-19 Subcontractor Employer Notification apart from: (i) the name of the California Facility; (ii) the insertion of the last date(s) one or more Qualifying Individual(s) was last on-site at the California Facility; (iii) the insertion of the number of Qualifying Individual(s) by last date on-site at the California Facility; and/or (iv) the insertion of the number of Qualifying Individual(s) covered by the COVID-19 Employee Notification and/or COVID-19 Subcontractor Employer Notification.

25. These Conduct Provisions (paragraphs 26–31, below) shall be effective for a period of twelve (12) months after the Effective Date.

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
28

paragraph 26, above; (ii) any material change to its COVID-19 Subcontractor Employer Notification for California Facilities, as described in paragraph 27, above; and (iii) any material change to the text of Exhibit D incorporated into its Policies regarding the issuance of COVID-19 Employee Notifications and COVID-19 Subcontractor Employer Notifications for California Facilities, as described in paragraph 29, within seven (7) business days after implementation of such material change.

REPORTING PROVISIONS

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

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

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

- a. For all California Facilities, a copy of each Separate Template used by Defendant for the COVID-19 Employee Notifications and COVID-19 Subcontractor Employer Notifications issued during the Relevant Reporting period, including a description as to which California Facilities each such template applies; and
- b. For Sample California Facilities, a spreadsheet, produced in .xlsx (native) format, containing the same type of information included in Bates number

AMZNCAAG011536 and AMZNCAAG015503 at Columns A to M, previously provided by Defendant to the Attorney General, together with a description of: (i) what the total number of individuals listed in Columns J to M of the spreadsheet represents, and what categories of individuals as relevant to the statutory requirements of Section 6409.6, subdivisions (a)(1), (3), and (4) are included; (ii) the means by which the COVID-19 Employee Notifications listed in the spreadsheet are distributed to recipients; and (iii) to the extent, if any, Defendant's practices vary for notifications sent under Section 6409.6, subdivision (a)(1), (3), and (4), how so.

NOTIFICATION OF SETTLEMENT

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

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

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

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

SETTLEMENT AMOUNT

38. Within thirty (30) calendar days after the Effective Date, Defendant agrees to pay a total sum of \$500,000 ("Settlement Amount"). The aforementioned funds shall be for the exclusive use by the Attorney General, the district attorney, the county counsel, and the city

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
28

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.
27
28

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:
28

Defendant

Amazon.com Services LLC

Ben Langner

Senior Corporate Counsel, Government & Regulatory Litigation

Amazon.com, Inc.

2021 7th Avenue

Seattle, Washington 98121

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Cc: Defendant's Attorneys

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Signatory Attorney General

Minsu Longiaru

Deputy Attorney General

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Oakland, California 94612-0550

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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 _____ day of _____, 2021.

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.

- **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.]