

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE: AMAZON RETURN POLICY
LITIGATION

CASE NO. 2:23-cv-1372

**~~PROPOSED~~ ORDER ON PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL**

WHEREAS, Plaintiffs Laura Abbott, Jill Cappel, Michelle Estep, Maria Khang, 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”) entered into a Settlement Agreement (ECF. No.171-5), which, together, with the exhibits thereto, sets forth the terms and conditions for a proposed resolution of this Action and for its dismissal with prejudice;

WHEREAS, this Court has reviewed the Settlement entered into by the Parties, all exhibits thereto, the record in this case, and the Parties’ arguments;

WHEREAS, this Court preliminarily finds, for the purpose of settlement only, that the Settlement Class meets all the prerequisites of Federal Rule of Civil 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:

Preliminary Certification of Settlement Class for Purpose of Settlement Only and
Appointment of Class Counsel and Settlement Class Representatives

1 1. The Settlement is hereby preliminarily approved as fair, reasonable, and adequate
2 such that notice thereof should be given to members of the Settlement Class. Under Federal Rule
3 of Civil Procedure 23(b)(3), the Settlement Class, as set forth in Paragraph 1.30 of the Settlement
4 Agreement and defined as follows, is preliminarily certified for the purpose of settlement only:

5 All persons who initiated a return to Amazon or requested a refund regarding a physical
6 product purchased and (per Amazon's records) received in the U.S. after being sold
7 through Amazon.com from September 5, 2017 to the time the Class Data is prepared, and
8 who (1) incorrectly did not receive a refund from Amazon or received an untimely or
9 incorrect refund from Amazon; and/or (2) did receive a refund but were later incorrectly
10 charged by Amazon for the product(s) that was (were) the subject of the return.
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12 2. Excluded from the Settlement Class are: Defendant; Defendant's employees and
13 agents; any judge conducting proceedings in this action and the judge's parents, spouses and
14 children as well as any other member of the judge's family residing in the judge's household;
15 counsel of record in this Action; individuals and entities who validly and timely opt-out; the legal
16 representatives, heirs, successors and assigns of any excluded person and the United States
17 government; and any purchases from Amazon affiliates and subsidiaries, except where those (i)
18 purchases occur on Amazon.com and (ii) returns are handled through Amazon's fulfillment
19 channels.
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21 3. The Court preliminarily finds, for purposes of settlement only, that the proposed
22 Settlement Class as defined above meets the numerosity requirement of Rule 23(a)(1) such that
23 joinder would be impractical; that there are questions of law and fact common to the Settlement
24 Class as required by Rule 23(a)(2); that these common questions predominate over individual
25 questions as required by Rule 23(b)(3); and that the claims of the proposed Settlement Class
26 Representatives are typical of the claims of the Settlement Class under Rule 23(a)(3).
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1 9. The Court appoints Angeion Group to serve as the Settlement Administrator.
2 Angeion Group shall establish the Settlement Fund as a Qualified Settlement Fund as for U.S.
3 federal income tax purposes as set forth in Section 13.15 of the Settlement Agreement; supervise
4 and administer the notice procedures, establish and operate the settlement website, administer the
5 claims processes, and distribute payments according to the processes and criteria set forth in the
6 Settlement Agreement; and fully perform all other duties as provided in the Settlement Agreement,
7 as well as any additional duties that are reasonably necessary to facilitate the settlement pursuant
8 to the Settlement Agreement's terms.

10 10. The Court approves the Notice Plan and Class Notice provided for in the
11 Settlement Agreement and its exhibits complies with 28 U.S.C. § 1715 and all other provisions of
12 the Class Action Fairness Act of 2005. The Court finds this manner of giving notice fully satisfies
13 the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable
14 under the circumstances, including its use of individual notice to all Settlement Class Members
15 who can be identified through reasonable effort, and shall constitute due and sufficient notice to all
16 persons entitled thereto. As is provided in the Settlement Agreement, the Settlement
17 Administrator shall send the agreed upon Notices to the Settlement Class Members in accordance
18 with the notice plan set forth in the Settlement Agreement. The Court also approves the Parties'
19 Notices and Claim Form, which are attached to the Settlement Agreement. To the extent the
20 Parties or the Settlement Administrator determines that ministerial changes to the Notices or
21 Claim Form are necessary before disseminating them to the Settlement Class, they may make such
22 changes without further application to the Court.

25 11. Settlement Class Members who wish to make a claim must do so by submitting a
26 Claim Form by December 1, 2026 [~~sixty days after the Notice Date~~], (the "Claims Submission
27 Deadline"), in accordance with the instructions contained therein and pursuant to the terms of the
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1 Settlement Agreement. The Settlement Administrator shall determine the eligibility of claims
2 submitted and allocate the Net Settlement Fund in accordance with the Settlement Agreement.

3 12. Any Settlement Class Member who seeks to be excluded from the Settlement Class
4 must do so by December 1, 2026 ~~[sixty days after the Notice Date]~~, submit a written request for
5 exclusion through the settlement website by sending a letter via U.S. mail (or an express mail
6 carrier) stating that they want to “opt-out of” or “be excluded from” the Settlement and identifying
7 the following information: (i) the Settlement Class Member’s name, address, telephone number,
8 and e-mail address(es) associate with the Class Member’s Amazon account; and (ii) a specific and
9 clear statement of the Settlement Class Member’s desire to be excluded from the Settlement
10 Agreement and from the Settlement Class, such as a statement substantially to the effect that: “I
11 request to be excluded from the Settlement Class in *In re: Amazon Return Policy Litig.*, Case No.
12 2:23-cv-01372-JNW, pending in the United States District Court for the Western District of
13 Washington” and be received by the Settlement Administrator no later than the date designated for
14 such purpose in the Notice. The failure to provide each required element may result in rejection of
15 a request for exclusion. Exclusion requests cannot be made via phone or email. Each request for
16 exclusion must be signed by the individual seeking exclusion, and may only request exclusion for
17 that one individual. No person within the Settlement Class, or any person acting on behalf of or in
18 concert or participation with that person, may submit a request for exclusion on behalf of any
19 other person within the Settlement Class. “Mass” or “class” exclusion requests shall not be
20 permitted. Any Settlement Class Member who submits a timely and valid request for exclusion
21 shall be barred from filing an objection to the Settlement Agreement and shall be deemed to have
22 waived any rights or benefits under this Settlement Agreement. Any Settlement Class Member
23 who does not file a timely request for exclusion, or otherwise does not follow the procedure
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1 described in the Settlement Agreement, shall be bound by all subsequent proceedings, orders, and
2 judgments in this action.

3 13. Settlement Class Members who wish to object to the Settlement must file the
4 objection with the Court in accordance with Fed. R. Civ. P. 5(d) by December 1, 2026 ~~[sixty days~~
5 ~~after the Notice Date]~~, (the “Objection Deadline”), and must concurrently serve the objection on
6 the Settlement Administrator. To state a valid objection to the Settlement Agreement, an
7 objecting Settlement Class Member must provide the following information in the written
8 objection under penalty of perjury: (i) the case name and number, In re: Amazon Return Policy
9 Litigation, No. 2:23-cv-01372-JNW (W.D. Wash.); (ii) the Settlement Class Member’s full name,
10 current address, current telephone number; and each email address associated with the objector’s
11 Amazon account and purchase at issue; (iii) the basis for their good faith belief that they are a
12 Settlement Class Member; (iv) a statement of all objection(s), including all factual and legal
13 grounds for the position, including a statement as to whether the objection(s) apply only to the
14 objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) copies
15 of any documents, exhibits, or other materials the objector wishes to submit in support; (vi) the
16 name, address, telephone number, and email address of any lawyer(s) representing the objecting
17 Settlement Class Member in making the objection or who may be entitled to compensation in
18 connection with the objection, as well as a statement as to whether the lawyer(s) intends to submit
19 a request for fees, and all factual and legal support for that request; (vii) a statement of whether the
20 Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or
21 without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the
22 Settlement Class Member objecting at the Final Approval Hearing and all persons (if any) who
23 will be called to testify in support of the objection; (ix) the identity of any witnesses the objector
24 may call to testify; and (x) the wet signature of the Settlement Class Member objecting, in addition
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1 to the signature of any attorney representing the objector in connection with the objection, and
2 date of the objection. If the objecting Settlement Class Member intends to appear, in person or by
3 counsel, at the Final Approval Hearing, the objecting Settlement Class Member must so state in
4 the objection. Any Settlement Class Member who does not state his, her, or their intention to
5 appear in accordance with the applicable deadlines and other specifications, or who has not filed
6 an objection in accordance with the applicable deadlines and other specifications, will be deemed
7 to have waived any objections to the Settlement Agreement and can be barred from speaking or
8 otherwise presenting any views at the Final Approval Hearing. The filing of an objection allows
9 Class Counsel and counsel for Defendant to notice such objecting person for and take his, her, or
10 their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location or
11 by remote video conference, and to obtain any documentary evidence or other tangible things that
12 are relevant to the objection. Failure by an objector to appear for a deposition or comply with
13 expedited discovery requests may result in the Court striking the objection and otherwise denying
14 that person the opportunity to be heard. The Court may tax the costs of any such discovery to the
15 objector or the objector's counsel should the Court determine that the objection is frivolous or
16 made for improper purpose. Any objector who seeks a fee for their objection shall do so as
17 prescribed under Federal Rule of Civil Procedure 23(e)(5)(B). These procedures and requirements
18 for objecting are intended to ensure the efficient administration of justice and the orderly
19 presentation of any Settlement Class Member's objection to the Settlement Agreement, in
20 accordance with the due process rights of all Settlement Class Members.

24 **FINAL APPROVAL HEARING**

25 14. The Final Approval Hearing shall be held by the Court on March 16, 2027,
26 beginning at 10:00 a.m., ~~[No sooner than 164 days after the Notice Date]~~ to determine whether the
27 requirements for certification of the Settlement Class have been met; to determine whether the
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1 proposed settlement of the Action on the terms set forth in the Settlement should be approved as
2 fair, reasonable, adequate, and in the best interests of the Settlement Class Members; to consider
3 whether Class Counsel's motion or application for an Attorneys' Fees and Expenses Award and
4 application for the Service Awards; and to determine whether final judgment approving the
5 Settlement and dismissing the Action on the merits with prejudice against the Settlement Class
6 Representatives and all other Settlement Class Members should be entered. The Final Approval
7 Hearing may, without further notice to the Settlement Class Members (except to those who have
8 filed timely and valid objections and requested to speak at the Final Approval Hearing), be
9 continued or adjourned by order of the Court.
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11 15. Any objector who timely submits an objection has the option to appear and request
12 to be heard at the Final Approval Hearing, either in person or through the objector's counsel. Any
13 objector wishing to appear and be heard at the Final Approval Hearing must include a notice of
14 intention to appear in the body of the objector's objection. Objectors who fail to submit or include
15 such timely notice of intention to appear may not speak at the Final Approval Hearing without
16 permission of the Court.
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18 16. By November 17, 2026, ~~[(46) days after the Notice Date]~~ Class Counsel shall file
19 all papers in support of the application for Attorneys' Fees and in support of an Expenses Award
20 and/or for Service Awards. All opposition papers shall be filed by December 15, 2026, ~~[(74) days~~
21 ~~after the Notice Date]~~ and any reply papers shall be filed by January 12, 2027 ~~[(102) days after the~~
22 ~~Notice Date]~~.
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24 17. By February 1, 2027 ~~[(122) days after the Notice Date]~~, Class Counsel shall file all
25 papers in support of the application for the Final Approval Order and Final Judgment. Any reply
26 papers regarding objections to the settlement and to update the Court regarding notice and
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1 administration shall be filed by March 1, 2027 ~~[one hundred and fifty (150) days after the Notice~~
2 ~~Date]~~.

3 18. Class Counsel's motion or application for Attorneys' Fees and an Expenses Award
4 and for Service Awards will be considered separately from the fairness, reasonableness, and
5 adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel's motion
6 for Attorneys' Fees and an Expenses Award, and/or for Service Awards, or any reversal or
7 modification of any such order, shall not operate to terminate, vacate, or cancel the Settlement.
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9 19. Defense Counsel and Class Counsel are hereby authorized to utilize all reasonable
10 procedures in connection with the administration of the Settlement which are not materially
11 inconsistent with either this Order or the Settlement Agreement.
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13 20. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be
14 construed or used as an admission or concession by or against Defendant or any of the Released
15 Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Class Released
16 Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any
17 claims in this lawsuit or a determination of any wrongdoing by Defendant or any of the Released
18 Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion,
19 position, or determination of this Court, one way or the other, as to the merits of the claims and
20 defenses of Plaintiff, the Settlement Class Members, or Defendant.
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22 21. The Court retains exclusive jurisdiction over this action to consider all further
23 matters arising out of or connected with the Settlement Agreement.
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1 **IT IS SO ORDERED.**

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3 Dated: August 18, 2026

A handwritten signature in black ink, appearing to read "Jamal W.", is written over a horizontal line.

4 Hon. Jamal N. Whitehead

5 U.S. District Judge
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