

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**HEATHER GONGAWARE,
PRIESTLEY FAUCETT, PRINCE
WHEELER, EVELYN RAMOS and
ANTONIO MIRANDA individually and
on behalf of others similarly situated,**

Plaintiffs,

v.

**AMAZON.COM, LLC
AMAZON LOGISTICS, INC., and
SHEARD-LOMAN TRANSPORT, LLC,**

Defendants.

Case No. 1:18-cv-08358

Honorable Steven C. Seeger

SETTLEMENT AGREEMENT AND RELEASE

1. This Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiffs Heather Gongaware, Priestley Faucett, Prince Wheeler, Evelyn Ramos, and Antonio Miranda (“Plaintiffs”), individually and on behalf of all other similarly-situated persons, and Defendants Amazon.com, LLC (“Amazon”), Amazon Logistics, Inc. (“Amazon Logistics”) and Sheard-Loman Transport, LLC (“Sheard-Loman”) (collectively, “Defendants”). Plaintiffs and Defendants are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

1. On December 20, 2018, Plaintiff Heather Gongaware, who worked as a Dispatcher in Louisiana, filed a lawsuit in the United States District Court for the Northern District of Illinois, *Gongaware v. Amazon.com, LLC, Amazon Logistics, Inc. and Sheard-Loman Transport, LLC*, Case No. 1:18-cv-08358 (N.D. Ill.) alleging Defendants failed to pay its Dispatchers overtime compensation when they worked more than 40 hours in a workweek in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), and alleging retaliation against Sheard-Loman for terminating her when she inquired about her entitlement to overtime compensation.

2. On December 7, 2018, Plaintiff Priestley Faucett, who worked as a Delivery Associate (“DA”) in Louisiana, filed a lawsuit in the United States District Court for the Northern District of Illinois, *Faucett v. Amazon.com, LLC, Amazon Logistics, Inc. and Sheard-Loman Transport, LLC*, Case No. 1:18-cv-08066 (N.D. Ill.), alleging Defendants failed to pay DAs overtime compensation when they worked more than 40 hours in a workweek in violation of the FLSA (the “*Faucett Action*”).

3. On August 1, 2019, Plaintiff Antonio Miranda, who worked as a DA in Illinois, filed a lawsuit in the United States District Court for the Northern District of Illinois, *Miranda v. Sheard-Loman Transport, LLC, et al.*, No. 1:19-cv-05206 (N.D. Ill.), alleging Defendants failed to pay DAs overtime compensation when they worked more than 40 hours in a workweek in violation of the FLSA, the Illinois Minimum Wage Law, 820 ILCS §105/1 *et seq.*, the Cook County Minimum Wage Ordinance of the Municipal Code of Cook County § 42-11 *et seq.*, and the Chicago Minimum Wage Ordinance (“CMWO”), § 1-24-10 of the Municipal Code of Chicago (the “*Miranda Action*”).

4. As alleged in Plaintiffs’ First Amended Complaint (“FAC”), Plaintiff Faucett was terminated by Sheard-Loman on December 24, 2018, after his complaint was filed, in violation of the retaliation provisions of the FLSA. The FAC alleges that Plaintiff Ramos was terminated by Sheard-Loman on December 24, 2018 for complaining about her rights to be paid overtime. The FAC further alleges Plaintiff Wheeler was terminated by Sheard-Loman on May 12, 2019, for asserting his rights to workers’ compensation.

5. In February 2019, the Parties agreed to stay this lawsuit and the *Faucett* action, so they could participate in an alternative dispute resolution process in an effort to resolve Plaintiffs’ claims. The parties filed a Motion to Stay Pending Private Mediation with the Court on March 8, 2019 (ECF No. 22), which the Court granted on March 11, 2019 (ECF No. 24.).

6. On July 16, 2019, the Parties participated in a full day in-person mediation in Chicago, Illinois, before an experienced JAMS mediator, Deborah Haude, and continued their mediation by video conference with Ms. Haude on Monday, July 22, 2019. Prior to the mediation, Sheard-Loman provided Plaintiffs’ Counsel with Sheard-Loman’s payroll data and timekeeping data, and Amazon provided its delivery data (referred to as “Rabbit” data”) for DAs who were employed and paid by Sheard-Loman and delivered packages to customers of Amazon.com, which Plaintiffs’ Counsel reviewed and analyzed extensively. The Parties also conducted detailed investigations into Plaintiffs’ retaliation claims and the Plaintiffs with retaliation claims provided additional documents and information specific to their retaliation claims. The Parties engaged in numerous meetings and conferred extensively regarding the retaliation investigations and the damages for the wages Plaintiffs alleged were owed. The Parties met extensively regarding the data provided and Plaintiffs provided a detailed damages analysis to the Parties and the mediator prior to the mediation. During the mediations, the wage damages for the DAs, the wage damages for the Dispatchers, the retaliation claims alleged, and the claims for attorneys’ fees and costs were negotiated separately.

7. The Parties did not settle their claims during the two mediations, and they continued their negotiations at an additional in-person meeting in Chicago on October 28, 2019, which also did not result in settlement. As a result of the mediations and continued arm’s length negotiations between July 2019 and May 2020, the Parties agreed to settle Plaintiffs’ claims according to the terms of this Settlement Agreement.

8. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action and in the Complaint. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts developed during discovery and the Parties’ mediation process and the law applicable thereto, including Defendants’ proffer of payroll and

timekeeping data for all class members; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; (c) the ability of Sheard-Loman to pay a judgment relating to the retaliation claims alleged in the FAC; and (d) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded the terms of this Settlement are fair, reasonable and adequate, a reasonable resolution of several *bona fide* disputes; and it is in the best interests of Plaintiffs, the Opt-In Plaintiffs and the Settlement Class and Collectives (as defined below) to settle their claims against Defendants pursuant to the terms set forth herein.

9. In connection with the Settlement Agreement, Plaintiffs filed the FAC, which consolidates the claims of *Miranda* and *Faucett* into this Action for purposes of settlement.

10. Defendants deny the allegations in the Action. Defendants further deny any liability for alleged failure to pay overtime compensation or any alleged wage payment, wage and hour or similar violation or retaliation. Amazon further denies it is a joint employer of Sheard-Loman's DAs. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Released Parties (as defined below) of any fault, liability or wrongdoing, which Defendants expressly deny.

11. The Parties recognize notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and the Settlement will not become operative until the Court grants final approval of it, the Settlement becomes Final, and the Settlement Effective Date occurs.

12. The Parties stipulate and agree, for settlement purposes *only*, the requirements for establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b), and class certification pursuant to FED. R. CIV. P. 23(a) and (b)(3) are met with respect to the Settlement Classes defined below. Should this Settlement not become Final, such stipulation to conditional certification and class certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not conditional certification or class certification would be appropriate in a non-settlement context.

13. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Plaintiffs', Opt-In Plaintiffs' and the Settlement Class and Collective Members' (as defined below) claims as described herein and set forth in the First Amended Complaint against Defendants shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Settling Class Members' Released Claims (as defined below) shall be finally and fully compromised, settled and dismissed as to Defendants and Released Parties, in the manner and upon the terms and conditions set forth below.

DEFINITIONS

14. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Action” means the above captioned Action, as set forth in the First Amended Complaint.

b. “CAFA Notice” means the notice to be sent by the Settlement Administrator to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”), within ten (10) business days after the submission of this Settlement Agreement to the Court. A copy of any CAFA Notice shall be provided to Class Counsel.

c. “Class Counsel” means Berger Montague PC and Willig Williams & Davidson.

d. “Court” means the United States District Court for the Northern District of Illinois.

e. “Defendants” means Amazon.com, LLC (“Amazon”), Amazon Logistics, Inc. (“Amazon Logistics”) and Sheard-Loman Transport, LLC (“Sheard-Loman”).

f. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP (for Amazon and Amazon Logistics) and Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd. (for Sheard-Loman).

g. Delivery Associate Wage Settlement Amount means the amount of Three Hundred Ninety-Two Thousand Five Hundred Dollars (\$392,500.00), less the Service Awards for Plaintiffs Faucett, Wheeler, Ramos, and Miranda and the *pro rata* portion of the Fee and Cost Payments, which shall be paid to the Settlement Delivery Associate Class and Collective Members.

h. Dispatcher Wage Settlement Amount means the amount of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00), less the Service Award for Plaintiff Gongaware and the *pro rata* portion of the Fee and Cost Payments, which shall be paid to the Settlement Dispatcher Collective Members.

i. “Eligible Class Member” means (i) Plaintiffs; (ii) Opt-In Plaintiffs; (iii) Settlement Delivery Associate Class Members who do not exclude themselves from the Settlement; (iv) Settlement Delivery Associate Collective Members; and (v) Settlement Dispatcher Collective Members.

j. “Effective Date” means the first business day after the Court’s Final Approval Order becomes Final (*i.e.*, 30 days after the Final Approval Order is issued if there is no appeal).

k. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions

for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety.

l. “Fee and Cost Payment” means the attorneys’ fees and costs to be paid to Class Counsel for the services they rendered Plaintiffs and the Eligible Class Members in the Action, in the total amount not to exceed one-third of the Gross Settlement Amount (\$183,333.33) in fees plus out-of-pocket expenses, not to exceed \$15,000.00, as approved by the Court.

m. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering judgment.

n. “Final Approval Hearing” means the hearing to be held by the Court to consider the final approval of the Settlement.

o. “Gross Settlement Amount” means the total, all-inclusive, non-reversionary maximum amount of Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00) and shall include, subject to Court approval: (i) the Dispatcher Wage Settlement Amount; (ii) the Delivery Associate Wage Settlement Amount; (iii) the Retaliation Settlement Amount; (iv) the Service Awards; and (v) the Fee and Cost Payment, as approved by the Court. In no event shall (i) the Gross Settlement Amount exceed this sum; nor (ii) shall Defendants be required to pay more than the Gross Settlement Amount in connection with the Settlement, except that their respective attorneys’ fees and costs, payroll taxes attributable to the wage portions of the Settlement Awards, and the costs of settlement administration shall be paid separate from the Gross Settlement Amount.

p. “Notice Deadline” means the date sixty (60) days after the Settlement Notices are initially mailed by the Settlement Administrator as provided for in this Agreement. Except as otherwise provided in this Agreement, Settlement Delivery Associate Class Members shall have until the Notice Deadline to object to, or opt out of the Settlement.

q. “Opt-In Plaintiffs” means individuals, who at the time of Preliminary Approval, already submitted an Opt-In Consent Form to join this Action, the *Faucett* Action, or the *Miranda* Action.

r. “Parties” means the parties to this Agreement, Plaintiffs and Defendants.

s. “Plaintiffs” means Heather Gongaware, Priestley Faucett, Evelyn Ramos, Prince Wheeler, and Antonio Miranda.

t. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

u. “Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator and funded by the Defendants for the purpose of holding the Gross Settlement Amount as well as funds paid by Defendants sufficient to enable the Settlement Administrator to pay the employer’s share of payroll taxes and the Settlement Administrator’s fees and costs, including those associated with Notice and distributing all approved amounts to the

proper individuals. Defendants agree that on the date of the Final Approval Order, one-half of the Gross Settlement Amount will begin earning interest of no less than 2%, which interest will be included in the payment made to the QSF upon funding. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Court's orders regarding approval. Interest, if any, earned on the QSF will become part of the Gross Settlement Amount.

v. "Released Parties" mean Amazon.com, LLC, Amazon Logistics, Inc, and Sheard-Loman Transport, LLC, and each of their respective present and former affiliates, divisions, members, managers, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under, or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

w. "Retaliation Settlement Amounts" means the separately negotiated amounts for settlement of the retaliation claims alleged by Plaintiffs Gongaware, Faucett, Ramos and Wheeler in the FAC in the following amounts: (i) Gongaware – Thirty Four Thousand, Five Hundred Dollars and Zero Cents (\$34,500.00); (ii) Faucett – Thirty Seven Thousand Dollars and Zero Cents (\$37,000.00); (iii) Ramos – Thirty Thousand Dollars and Zero Cents (\$30,000.00); and (iv) Wheeler – Three Thousand Five Hundred and Zero Cents (\$3,500.00), less the *pro rata* portion of the Fees and Costs Payment.

x. Service Awards means (i) Seven Thousand-Five Hundred Dollars (\$7,500.00) to each of Plaintiff Faucett and Plaintiff Gongaware, and Five Thousand Dollars (\$5,000) to each of Plaintiff Wheeler, Plaintiff Ramos, and Plaintiff Miranda for their efforts in prosecuting this Action as representative plaintiffs ("Service Awards").

y. "Settlement Administrator" means CPT Group, the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel's motion for preliminary approval of this Settlement.

z. "Settlement Award" means the payment that each Eligible Class Member shall be entitled to receive pursuant to the terms of this Agreement.

aa. "Settlement Class" or "Settlement Class Member" means Settlement Delivery Associate Class Members, Settlement Delivery Associate Collective Members, and Settlement Dispatcher Collective Members. There are approximately 525 Settlement Class Members.

bb. "Settlement Delivery Associate Class" or "Settlement Delivery Associate Class Member" means all Delivery Associates who were paid by Defendant Sheard-Loman Transport, LLC to deliver packages to Amazon's customers in Illinois and/or Maryland between December 7, 2015 and October 11, 2019.

cc. "Settlement Delivery Associate Collective Members" means Plaintiffs

Faucett, Ramos, Wheeler, Miranda, Opt-In Plaintiffs, and all Delivery Associates who were paid by Defendant Sheard-Loman Transport, LLC to deliver packages to Amazon's customers in the United States between December 7, 2015 and October 11, 2019. There are approximately 519 Settlement Delivery Associate Collective Members.

dd. "Settlement Dispatcher Collective Members" means Plaintiff Gongaware and all individuals employed in the job title of Dispatcher who were paid on a day rate basis by Defendant Sheard-Loman Transport, LLC in connection with the delivery of packages for Amazon's customers in the United States between December 7, 2015 and October 11, 2019. There are approximately six (6) Settlement Dispatcher Collective Members.

ee. "Settlement Notice" means the Notice of Class Action Settlement to the Settlement Class, substantially in the form as Exhibit A attached hereto or as approved by the Court.

RELEASES

15. **Plaintiffs' Released Claims.** In exchange for the consideration set forth in this Settlement Agreement, and in addition to the Released Claims as applicable in Paragraphs 16 and 17, upon the Final Approval Order of the Court, Plaintiffs Faucett, Gongaware, Wheeler, Ramos, and Miranda agree to release and discharge Defendants and all other Released Parties finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Plaintiffs has or may have against the Released Parties that arose prior to the date on which each of them executed this Agreement, including without limitation any claims arising under the FLSA and any claims that were or could have been asserted in the Complaint, based on the facts alleged, for alleged unpaid wages, overtime compensation, liquidated or other damages, retaliation, compensatory damages, unpaid costs, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, whether in law or equity, known or unknown, against Released Parties relating to Plaintiffs' employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act and its state counterparts, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1891 of the Civil Rights Act, the Family and Medical Leave Act, Coronavirus Aid, Relief, and Economic Security Act, Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Illinois Equal Wage Act, Illinois Wages for Women and Minors Act, the Illinois Occupational Safety and Health Act, the Illinois Worker Adjustment and Retraining Notification Act, the Illinois One Day Rest in Seven Act, Illinois Religious Freedom Restoration Act, Illinois Equal Pay Act, Illinois Whistleblower Act, Illinois Family Military Leave Act, Illinois Nursing Mothers in the Workplace Act, Illinois WARN Act, the Illinois Biometric Information Privacy Act, the Illinois Right to Privacy in the Workplace Act, Illinois Union Employee Health and Benefits Protection Act, Illinois Employment Contract Act, Illinois Labor Dispute Act, and Illinois Victims' Economic Security and Safety Act, Cook County Minimum Wage Ordinance of the Municipal Code of Cook County § 42-11 *et seq.*, Chicago Minimum Wage Ordinance ("CMWO"), § 1-24-10 of the Municipal Code of Chicago, all other provisions of the Chicago and Illinois Statutes that may be released consistent with public

policy, Maryland's anti-discrimination statute (Md. Code Ann., State Gov't §§ 20-101 – 20-1203), Maryland Fair Employment Practices Act, Maryland Reasonable Accommodations for Disabilities Due to Pregnancy Act, Maryland Deployment of Family Members in the Armed Forces Act, Maryland Equal Pay For Equal Work Law, Maryland Medical Information Discrimination Law, Maryland Maternity Leave Law (Maryland Flexible Leave Act), Maryland Workers' Compensation Law, Maryland Wage Payment and Collection Law, Maryland Wage and Hour Law, Maryland WARN Laws, Maryland Occupational Safety and Health Act, all other provisions of the Maryland Code that may be released consistent with public policy, the Louisiana Employment Discrimination Law, Louisiana's whistleblower protection laws (including La. Stat. Ann. §§ 23:964, 23:967, 30:2027 & 40:2009.17), Louisiana Family and Medical Leave Laws, Louisiana Payment of Employees law, retaliation provision of Louisiana Workers' Compensation Act, and Louisiana's general tort provision (La. Civ. Code art. 2315), and/or any other federal, state, or local law, statute, regulation, constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

Plaintiffs acknowledge they may have claims that are presently unknown based on actions that took place prior to the date they execute this Agreement and that the release of Plaintiffs' Released Claims contained in this Settlement Agreement is intended to and will fully, finally, and forever discharge all claims against Defendants and the other Released Parties, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Plaintiffs agree that, although they may discover facts in addition to or different from those that are currently known or believed to be true with respect to Plaintiffs' Released Claims, it is their intention to fully, finally, and forever settle and release any and all Plaintiffs' Released Claims, without regard to the subsequent discovery or existence of such additional or different facts.

Provided, however, that nothing in this Agreement prohibits Plaintiffs from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendants, subject to the condition that once this Agreement becomes effective, Plaintiffs may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Named Plaintiff's behalf with the EEOC or state or local fair employment agency. Plaintiffs affirm and acknowledge that prior to signing this Agreement, other than the retaliation claims pending in the federal lawsuits, they have not filed any additional discrimination or retaliation claims or charges with any federal, state, or local administrative agency alleging discrimination, harassment, or retaliation arising under federal, state, or local anti-discrimination and anti-retaliation laws.

16. Settlement Delivery Associate Class Members' Released Claims: Upon the

Effective Date of the Settlement Agreement, all Settlement Delivery Associate Class Members shall, in addition to the below, hereby do release and discharge, Defendants and all Released Parties, finally, forever and with prejudice, from any and all claims, obligations, demands, actions, rights, causes of action and liabilities, whether known or unknown, against Released Parties that were or could have been asserted in the First Amended Complaint based on the facts alleged between December 7, 2015 and October 11, 2019 for alleged unpaid wages, overtime compensation, liquidated or other damages, unpaid costs, restitution or other compensation or relief arising under Illinois and Maryland wage and hour laws, city ordinances, or state common law claims (including unjust enrichment or quantum meruit), including the Illinois Minimum Wage Law, 820 ILCS §105/1 *et seq.*, the Cook County Minimum Wage Ordinance of the Municipal Code of Cook County § 42-11 *et seq.*, the Chicago Minimum Wage Ordinance (“CMWO”), § 1-24-10 of the Municipal Code of Chicago, the Maryland Wage and Hour Law and the Maryland Wage Payment and Collection Law.

17. **Eligible Class Members’ Released Claims:** Following Final Approval of this Settlement Agreement, all Eligible Class Members who sign, cash, or deposit a Settlement Award check shall and hereby do release and discharge, Defendants and all Released Parties, finally, forever and with prejudice, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses and losses and issues of any kind or nature whatsoever, whether known or unknown under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, against Defendants or Released Parties that were or could have been asserted in the First Amended Complaint based on the facts alleged and that arose between December 7, 2015 and October 11, 2019. The claims described in this Paragraph include, but are not limited to, statutory claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of or based upon alleged violations of the FLSA.

Settlement Delivery Associate Class Members’ Released Claims shall include the release set forth in this Paragraph only when the Settlement Delivery Associate Class Members has become an Eligible Class Member and signs, cashes, or deposits a Settlement Award check. Defendants agree that participation in the settlement and release of the Settlement Delivery Associate Class Members’ Released Claims may not be used to assert collateral estoppel, *res judicata*, waiver or any other claim preclusion of FLSA claims or other claims not included in the Settlement Delivery Associate Class Members’ Released Claims with respect to individuals who did not specifically release those FLSA or other claims in this Agreement.

18. The Parties acknowledge and agree that, with the exception of the Plaintiffs, only Eligible Class Members who are issued and sign, cash, or deposit a Settlement Award check shall release their FLSA claims against Defendants and Released Parties. Plaintiffs shall be deemed to have released their FLSA and state law claims upon Final Approval.

19. **Release Language on Settlement Checks.** The Settlement Agreement shall include the following release language on the back of each Settlement Award check:

By signing or cashing this check, I affirm my release of Amazon.com, LLC, Amazon Logistics, Inc., Sheard-Loman Transport, LLC, and the Released Parties of all Eligible Class Members’ Released Claims as defined in the Settlement

Agreement approved by the Court in *Gongaware v. Amazon.com, LLC, et al.*, No. 1:18-cv-08358 (N.D. Ill.). I affirm that I will not sue or assert any of the Eligible Class Members' Released Claims, including FLSA claims, against any of the Released Parties.

20. Plaintiffs, Opt-In Plaintiffs, Settlement Delivery Associate Class Members, and Eligible Class Members, to the fullest extent allowed by law, are prohibited from asserting any claims released by them in this Settlement, and from commencing, joining in, prosecuting, or voluntarily assisting in a lawsuit or adversarial proceeding against the Released Parties, based on claims released by them in this Settlement. The Settlement Notice will advise that, by signing, cashing, or depositing a Settlement Award Check, the Eligible Class Members further agree they will not opt-in, will withdraw any opt-in, and will dismiss this action or themselves from the action in actions where they are a claimant, plaintiff, or appellant, and will opt-out of those actions if they become aware of such actions. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

21. The Parties agree to the following procedures for obtaining Preliminary and Final Approval of the Settlement, certifying the Settlement Delivery Associate Class and Collective and the Settlement Dispatcher Collective, and notifying the Settlement Class and Collective Members of this Settlement:

a. **Request for Class Certification and Preliminary Approval Order.** Plaintiffs shall prepare and file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to 29 U.S.C. § 216(b) and FED. R. CIV. P. 23(a) and (b)(3) for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiffs' motion for Final Approval of the Settlement, and approval of the requested Service Awards and Fee Award; and set a date for the Final Approval Hearing.

i. The Unopposed Motion for Preliminary Approval of Settlement Agreement shall be filed within fourteen (14) days following the execution of this Settlement Agreement, attaching a copy of this Agreement, and will request that the Court preliminarily approve the Settlement as fair, reasonable and adequate, and approve the Settlement as a fair and reasonable resolution of a *bona fide* dispute.

b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing and mailing the Settlement Notice to Plaintiffs and all Settlement Class Members.

c. **Class List.** Within five (5) business days after the Court's Preliminary Approval of the Settlement, SLT shall provide to the Settlement Administrator and Class Counsel an electronic list containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), and social security numbers or tax ID numbers of each Settlement Class Member ("Class List").

d. At least five (5) business days prior to mailing, Plaintiff's Counsel shall provide the Settlement Administrator and Defendants' Counsel estimated minimum settlement shares for each Settlement Class Member, assuming 100% participation in the Settlement.

e. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will make reasonable efforts to identify current addresses via public and proprietary systems. Prior to mailing, the Settlement Administrator shall use the National Change of Address Database to update any addresses and shall provide a copy of any updated addresses to Defendants.

f. **Initial Mailing**. Within five business (5) days after receiving estimated minimum settlement shares for the Settlement Class Members, the Settlement Administrator shall mail the Settlement Notice to Plaintiffs, Opt-In Plaintiffs, and Settlement Class Members by U.S. First Class Mail and by email. The Settlement Administrator shall notify Class Counsel and Defendants' Counsel when the Settlement Notice has been mailed.

g. Any Notices returned as undeliverable shall, within three (3) business days, be skip-traced (using the person's social security number) to attempt to obtain a new address and shall be re-mailed by U.S. First Class Mail to any new addresses that are found.

h. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If any Settlement Notice is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall undertake reasonable efforts to search for the correct address and shall promptly re-mail the Settlement Notice to any newly found addresses. In no circumstance shall such re-mailing extend the Notice Deadline.

i. Defendants will not take any adverse action against any person on the grounds that he/she is eligible to participate or does participate in the Settlement. Defendants also will not discourage participation in this Settlement Agreement or encourage objections or opt-outs. If requested, Defendants shall state Defendants and Class Counsel encourage Settlement Class Members to participate in the Settlement. Nothing in this Agreement shall be construed to restrict Defendants' freedom to communicate in the ordinary course of business with its employees, including Settlement Class Members.

22. **Objections**. The Settlement Notice shall provide that Settlement Delivery Associate Class Members who wish to object to the Settlement must, on or before the Notice Deadline, mail to Class Counsel and Defendants' Counsel a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Settlement Delivery Associate Class Members that objections shall only be considered if the Settlement Delivery Associate Class Member has not opted out of the Settlement. No Settlement Delivery Associate Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing has

been filed with the Court and served upon Class Counsel and Defendants' Counsel on or before the Notice Deadline, and the Settlement Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendants' Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Persons who fail to return timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement, or discourage participation in the Settlement claims process.

23. **Requests for Exclusion.** The Settlement Notice shall provide that Settlement Delivery Associate Class Members, other than Plaintiffs, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Settlement Delivery Associate Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline.

24. **Conflicting Submissions.** If the Settlement Administrator receives a timely request for exclusion from a Settlement Delivery Associate Class Member, the document submitted later in time shall control.

25. **Weekly and Final Claim Reports.** On a weekly basis, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with an accounting of the number of Notices mailed, returned as undeliverable, and re-mailed; the number of requests for exclusion received; and any other pertinent information. Additionally, within five (5) business days after the Notice Deadline, the Settlement Administrator shall provide to Class Counsel and Defendants' Counsel notice of the total number of Settlement Class Members who filed timely and valid requests for exclusion from the Settlement, along with the complete copies of all requests for exclusion, including their postmark date. The Settlement Administrator shall work with Class Counsel to provide a declaration for filing with the Final Approval papers.

26. **Final Approval Hearing.** After review and approval by Defendants, Plaintiffs shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Settlement Delivery Associate Collective and Settlement Dispatcher Collective as FLSA collective actions under 29 U.S.C. § 216(b) and the Settlement Delivery Associate Class as a class action under FED. R. CIV. P. 23(a) and (b)(3) for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;

- c. finally approving the Settlement and its terms as fair, reasonable and adequate and a fair and reasonable resolution of a *bona fide* dispute;
- d. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- e. directing that the Action be dismissed finally, fully, forever and without prejudice upon final approval, to be converted to a dismissal with prejudice thirty (30) days after the conclusion of the check-cashing period and in full and final discharge of any and all Named Plaintiff Released Claims and Settlement Delivery Associate Class Members' Released Claims; and

SETTLEMENT FUNDS AND AWARD CALCULATION

27. Gross Settlement Amount.

a. **Deposit.** Within fourteen (14) business days after Preliminary Approval is granted, the Gross Settlement Amount shall electronically be transferred to a qualified settlement fund ("QSF") set up by the Settlement Administrator. The Parties agree to the creation of a QSF and that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. Except for any costs associated with distribution of the Settlement Notice and Claim Forms, the entire Gross Settlement Amount, plus any interest earned on the Gross Settlement Amount calculated pursuant to 28 U.S.C. § 1961(a) and (b), shall be refunded if the Settlement does not obtain Final Approval or otherwise does not become Final, or the Parties do not reach the Effective Date. There shall be no reversion of any portion of the Gross Settlement Amount to Defendants at any time after the Effective Date.

b. **Disbursement of Settlement Funds.** All disbursements shall be made by the Settlement Administrator.

28. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Retaliation Settlement Amounts to Plaintiffs Gongaware, Faucett, Ramos and Wheeler.** Subject to the Court's approval, Plaintiffs Gongaware, Faucett, Wheeler, and Ramos shall each receive their respective Retaliation Settlement Amounts, which were separately negotiated, in exchange for the Named Plaintiff Released Claims, which include release of their claims for alleged retaliation as asserted in the FAC. Fifty percent (50%) of the Retaliation Settlement Amounts to Plaintiffs Gongaware, Faucett, Wheeler, and Ramos shall be considered wages subject to the withholding of all applicable local, state, and federal taxes. The Settlement Administrator shall make the required withholdings and shall issue an IRS Form W-2 to each Plaintiff for these payments. The employers' side of taxes shall be paid separate from the Gross Settlement Amount. The remaining fifty percent (50%) of the Retaliation Settlement Amounts to Plaintiffs shall be considered liquidated damages. The Settlement Administrator shall issue an IRS

Form 1099-MISC to each Plaintiff for these payments. These payments shall be made within thirty (30) days after the Effective Date or as soon as reasonably practicable.

b. **Service Award to Plaintiffs.** Subject to the Court's approval, Plaintiffs Gongaware, Faucett, Wheeler, Ramos, and Miranda shall each receive their respective Service Awards for their efforts in bringing and prosecuting this matter. A Form 1099 shall be issued for these payments. These payments shall be made within thirty (30) days after the Effective Date or as soon as reasonably practicable.

c. **Fee and Cost Payment.**

(i) Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to one-third (1/3) of the Gross Settlement Amount, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of their out-of-pocket costs approved by the Court. These payments shall be made within thirty (30) days after the Effective Date or as soon as reasonably practicable.

(ii) The attorneys' fees and costs paid pursuant to this Agreement, out of the Gross Settlement Amount, shall constitute full satisfaction of Defendants' obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf of Plaintiffs, Opt-In Plaintiffs and/or any Settlement Class Member, and shall relieve Defendants from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Plaintiffs, Opt-In Plaintiffs or any Settlement Class Member. The substance of Plaintiff's Counsel's request for attorneys' fees and costs is considered separately from the Court's consideration of fairness and reasonableness of the settlement of the Action, and the outcome of any proceeding the Court makes as to Plaintiff's Counsel's request for attorneys' fees and costs shall not terminate this Agreement, but shall in no instance impact the total amount of the Gross Settlement Amount.

(iii) The Settlement Administrator shall issue a Form 1099 to Class Counsel for the Fee and Cost Payment. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

d. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Eligible Class Members as set forth below.

29. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against the Settlement Administrator, Defendants, Class Counsel, or Defendants' Counsel based on distributions or payments made in accordance with this Settlement Agreement.

**CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS
TO ELIGIBLE CLASS MEMBERS**

30. **Settlement Award Eligibility.** All Eligible Class Members shall be paid a Settlement Award. The Settlement Administrator shall be responsible for determining eligibility for, and the amount of, the Settlement Awards to be paid to Eligible Class Members as follows:

31. **Settlement Awards to Settlement Dispatcher Collective Members:** All Settlement Dispatcher Collective Members shall receive a Settlement Award calculated from the Dispatcher Wage Settlement Amount:

a. The amount of \$100 per Settlement Dispatcher Collective Member will be deducted from the Dispatcher Wage Settlement Amount prior to the determination of *pro rata* individual settlement shares and allocated to each Settlement Dispatcher Collective Member so that each Settlement Dispatcher Collective Member receives at least \$100 in exchange for his or her release in this Settlement Agreement.

b. In addition to the \$100 payment set out in (a) above, Settlement Dispatcher Collective Member shall receive a *pro rata* portion of the Dispatcher Wage Settlement Amount as follows:

i. For each workweek during which the Settlement Dispatcher Collective Member worked four (4) or more days between December 7, 2015 and October 11, 2019, the Settlement Dispatcher Collective Member shall receive one (1) settlement share.

ii. The total number of settlement shares for all Settlement Dispatcher Collective Member will be added together and the resulting sum will be divided into the Dispatcher Wage Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Settlement Dispatcher Collective Member's number of settlement shares to determine the Settlement Dispatcher Collective Member's Settlement Award.

32. **Settlement Awards to Settlement Delivery Associate Class and Collective Members:** All Settlement Delivery Associate Collective Members and Settlement Delivery Associate Class Members who do not exclude themselves from the Settlement ("Eligible Settlement Delivery Associate Class Members") shall receive a Settlement Award calculated from the Delivery Associate Wage Settlement Amount:

c. The amount of \$100 per Eligible Settlement Delivery Associate Class Member will be deducted from the Delivery Associate Wage Settlement Amount prior to the determination of *pro rata* individual settlement shares and allocated to each Eligible Settlement Delivery Associate Class Member so that each Eligible Settlement Delivery Associate Class Member receives at least \$100 in exchange for his or her release in this Settlement Agreement.

d. In addition to the \$100 payment set out in (a) above, Eligible Settlement Delivery Associate Class Member shall receive a *pro rata* portion of the Delivery Associate Wage Settlement Amount as follows:

i. For each workweek during which the Eligible Settlement Delivery

Associate Class Member worked four (4) or more days between December 7, 2015 and October 11, 2019, the individual shall receive one (1) settlement share.

ii. The total number of settlement shares for all Eligible Settlement Delivery Associate Members will be added together and the resulting sum will be divided into the Delivery Associate Wage Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Eligible Settlement Delivery Associate Class Member's number of settlement shares to determine the Eligible Settlement Delivery Associate Class Member's Settlement Award.

33. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Settlement Class Members. When calculating the minimum settlement shares to be reported in the Notice, Class Counsel shall create a holdback fund of Ten Thousand Dollars (\$10,000.00) to be used in the event of disputes or discrepancies that arise during the Notice Period. Any amounts not claimed from the holdback fund shall be put in the Net Settlement Amount for distribution prior to mailing checks.

34. All Settlement Award determinations shall be based on SLT's payroll and timekeeping records and/or Amazon's delivery data. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly notify the Parties of the need to make such addition or deletion as appropriate.

35. Fifty percent (50%) of the Settlement Awards to Eligible Class Members shall be considered wages subject to the withholding of all applicable local, state, and federal taxes. The Settlement Administrator shall make the required withholdings and shall issue an IRS Form W-2 to each Eligible Class Member for these payments. The employers' side of taxes shall be paid separately from the Gross Settlement Amount. The remaining fifty percent (50%) of the Settlement Awards to Eligible Class Members shall be considered liquidated damages. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Eligible Class Member for these payments.

36. Class Counsel and Defendants' Counsel do not intend for this Settlement Agreement to constitute legal advice relating to the tax liability of any Eligible Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not written or intended to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

37. Class Counsel shall provide to Defendants' Counsel and the Settlement Administrator with a final report of all gross Settlement Awards, at least ten (10) business days before the Settlement Awards to Eligible Class Members are mailed. The Settlement Administrator shall then calculate appropriate tax deductions prior to mailing the Settlement Awards.

38. The Settlement Administrator shall mail all Settlement Awards to Eligible Class Members within thirty (30) days after the Effective Date or as soon as reasonably practicable. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendants' Counsel.

39. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect.

40. **Remaining Monies.** If at the conclusion of the 180-day check void period set forth above, there are any monies remaining, those monies shall be paid to the Parties' agreed upon *cy pres* recipient, Cabrini Green Legal Aid, subject to the Court's approval in the Final Approval Order.

41. **Cooperation.** The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Agreement. The Parties will require the Settlement Administrator to indemnify and hold harmless the Parties for and against any claims or liabilities resulting from errors or omissions in its administration of the QSF.

MISCELLANEOUS

42. **Continuation of Tolling Agreement.** The Parties' Tolling Agreement for potential Opt-In Plaintiffs shall remain in effect until the Effective Date.

43. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Released Parties of any fault or liability or wrongdoing.

44. **Defendants' Legal Fees.** Defendants' legal fees and expenses in this Action shall be borne by Defendants.

45. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then any Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions as existed on the day before this Agreement was executed, and that this Agreement shall not be used in evidence or argument in any other aspect in the Action. In addition, upon voiding of the Agreement, the Gross Settlement Amount will be returned to Defendants consistent with Paragraph 27(a).

46. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this

Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence in this or any other proceeding, for any purpose adverse to any of the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

47. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by FED. R. CIV. P. 6(a)(6)), such time period shall be continued to the following business day. The term “days” shall mean calendar days unless otherwise noted.

48. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

49. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

50. **Entire Settlement Agreement.** This Agreement with exhibits hereto constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that it has not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

51. **Authorization to Enter Into Settlement Agreement.** The signatories to this Agreement warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of an agreed upon mediator to resolve such disagreement.

52. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendants, Opt-In Plaintiffs, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The

Parties hereto represent, covenant and warrant they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

53. **Counterparts.** This Agreement may be executed in one or more counterparts by hand, by DocuSign, or by electronic means equivalent to DocuSign. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement and photocopies thereof (including copies transmitted by facsimile, email, or other electronic means), shall have the same force and effect and shall be as legally binding and enforceable as the original.

54. **Severability.** Should any provision of this Agreement be declared wholly or partially illegal, invalid, or unenforceable, the offending provision shall be stricken, and all remaining provisions shall remain in full force and effect and shall be unaffected by such declaration.

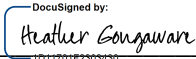
55. **No Signature Required by Settlement Class Members.** Only the Plaintiffs, Defendants, and the respective counsel of each of them will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

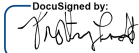
56. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

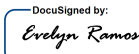
57. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Illinois.


58. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose. The applicable Class Members' claims released by the provisions of this Settlement shall be dismissed without prejudice upon final approval, to be converted to a dismissal with prejudice thirty (30) days following the end of the cash-checking period.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFFS:  _____ Date: 10/29/2020, 2020
 Heather Gongaware


 _____ Date: 10/29/2020, 2020
 Priestly Faucett

 _____ Date: 10/29/2020, 2020
 Evelyn Ramos

 _____ Date: 11/3/2020, 2020
 Prince Wheeler

_____ Date: _____, 2020
 Antonio Miranda

APPROVED AS TO FORM BY PLAINTIFFS' COUNSEL:

 _____ Date: 10/29/2020, 2020
 Sarah R. Schalman-Bergen
 Camille Fundora Rodriguez
 Krysten Connon
 BERGER MONTAGUE PC
 1818 Market St., Suite 3600
 Philadelphia, PA 19103

 _____ Date: 10/30/2020, 2020
 Ryan Allen Hancock
 WILLIG, WILLIAMS, & DAVIDSON
 1845 Walnut Street 24th Floor
 Philadelphia, PA 19103

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFFS:

Heather Gongaware Date: _____, 2020

Priestly Faucett Date: _____, 2020

Evelyn Ramos Date: _____, 2020

Prince Wheeler Date: _____, 2020

DocuSigned by:
Antonio Miranda

13380AA55BBD43C...
Antonio Miranda Date: 11/2/2020, 2020

APPROVED AS TO FORM BY PLAINTIFFS' COUNSEL:

Sarah R. Schalman-Bergen Date: _____, 2020
Camille Fundora Rodriguez
Krysten Connon
BERGER MONTAGUE PC
1818 Market St., Suite 3600
Philadelphia, PA 19103

Ryan Allen Hancock Date: _____, 2020
WILLIG, WILLIAMS, & DAVIDSON
1845 Walnut Street 24th Floor
Philadelphia, PA 19103

DEFENDANTS:

DocuSigned by:
Udit Madan
4EEBE079C4FE43E
Amazon.com, LLC

Date: November 11, 2020

DocuSigned by:
Udit Madan
4EEBE079C4FE43E
Amazon Logistics, Inc.

Date: November 11, 2020

Sheard-Loman Transport, LLC

Date: _____, 2020

APPROVED AS TO FORM BY AMAZON’S COUNSEL:

Stephanie L. Sweitzer

Stephanie L. Sweitzer
Meredith E. Riccio
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker Drive, Fifth Floor
Chicago, IL 60601

Date: November 11, 2020

APPROVED AS TO FORM BY SHEARD-LOMAN’S COUNSEL:

Richard J. Nogal
Brian M. Dougherty
GOLDSTINE, SKRODZKI, RUSSIAN,
NEMEC AND HOFF, LTD.
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527

Date: _____, 2020

DEFENDANTS:

Amazon.com, LLC

Date: _____, 2020

Amazon Logistics, Inc.

Date: _____, 2020

Richard Loman

Sheard-Loman Transport, LLC

Date: 11/05, 2020

APPROVED AS TO FORM BY AMAZON'S COUNSEL:

Stephanie L. Sweitzer
Meredith E. Riccio
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker Drive, Fifth Floor
Chicago, IL 60601

Date: _____, 2020

APPROVED AS TO FORM BY SHEARD-LOMAN'S COUNSEL:

Brian M. Dougherty

Richard J. Nogal
Brian M. Dougherty
GOLDSTINE, SKRODZKI, RUSSIAN,
NEMEC AND HOFF, LTD.
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527

Date: November 5 2020

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**HEATHER GONGAWARE,
PRIESTLEY FAUCETT, PRINCE
WHEELER, EVELYN RAMOS and
ANTONIO MIRANDA individually and
on behalf of others similarly situated,**

Plaintiffs,

v.

**AMAZON.COM, LLC
AMAZON LOGISTICS, INC., and
SHEARD-LOMAN TRANSPORT, LLC,**

Defendants.

Case No. 1:18-cv-08358

Honorable Steven C. Seeger

NOTICE OF COLLECTIVE AND CLASS ACTION SETTLEMENT

TO: **NAME**
ADDRESS
ADDRESS

*The Court authorized this Notice of Collective and Class Action.
This is not a solicitation. This is not a lawsuit against you, and you are not being sued.*

PLEASE READ THIS NOTICE CAREFULLY.

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement (if applicable). The United States District Court for the Northern District of Illinois has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [redacted], 2020 at [redacted], before the Honorable Steven C. Seeger in [location].

You received this Notice of Settlement (“Notice”) either because you 1) previously completed an Opt-in Consent Form to join this consolidated case, or 2) you did not previously join this case but the records of Amazon.com, LLC (“Amazon.com”), Amazon Logistics, Inc. (“Amazon Logistics”), and/or Sheard-Loman Transport, LLC (“Sheard-Loman”) (collectively, “Defendants”) show you performed work as a Delivery Associates and/or Dispatcher and were paid by Defendant Sheard-Loman Transport, LLC in connection with the delivery of packages to customers of Amazon.com in the United States between December 7, 2015 and October 11, 2019 (“Settlement Class Members”).

The parties to the lawsuit agreed to a binding settlement of these consolidated actions, which allege that Settlement Class Members should have been paid for all hours worked, including overtime compensation, in addition to their day rate, when they worked more than forty (40) hours per week.

2. What is this Lawsuit About?

This lawsuit alleges that individuals who work or have worked as Delivery Associates and/or Dispatchers and who were paid by Defendant Sheard-Loman in connection with the delivery of packages to customers of Amazon.com in the United States between December 7, 2015 and October 11, 2019 were paid on a day rate basis without overtime compensation, and were not paid for all hours worked, including overtime compensation to which they were entitled under the law. Defendants deny that they failed to pay these individuals the full amount of compensation they were owed, deny any wrongdoing, and deny any and all liability and damages to anyone with respect to the allegations made in the lawsuit.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Defendants have agreed to pay Three Hundred Ninety-Two Thousand Five Hundred Dollars (\$392,500.00) to settle the claims of the [INSERT NUMBER] of Delivery Associates in the Settlement Class (“Delivery Associate Wage Settlement Amount”), and Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) to settle the claims of the [INSERT NUMBER] Dispatchers in the Settlement Class (“Dispatcher Wage Settlement Amount”). Defendants have separately agreed to pay One Hundred and Five Thousand Dollars (\$105,000.00) to settle the retaliation claims alleged by Plaintiffs Gongaware, Faucett, Ramos, and Wheeler against Sheard-Loman.

Deductions from the Delivery Associate Wage Settlement Amount and the Dispatcher Wage Settlement Amounts shall be made for (i) attorneys’ fees and costs for Class Counsel (see below); and (ii) service awards in the amount of \$7,500 each to Plaintiffs Gongaware, Faucett, Miranda, Ramos, and Wheeler for their service to the Settlement Class and general release of claims in favor of Defendants. After deductions of these amounts, what remains of shall be divided into monetary Settlement Awards to the Settlement Class Members calculated under the formula provided below. Under the terms of the proposed settlement, you do not need to do anything to receive a settlement award under the terms of the settlement, and a check will be sent to you if the Court grants final approval to the settlement.

4. How Much Can I Expect to Receive if the Settlement is Approved?

Your Settlement Award is calculated based on the payroll records submitted by Defendants. Specifically, the settlement payments are calculated as follows:

The amount of \$100 is allocated to each Settlement Class Member, so every person receives at least \$100 in exchange for his/her release in this Settlement Agreement. In addition to the \$100 payment, each Settlement Collective Member will receive a *pro rata* portion of the applicable Delivery Associate Wage Settlement Amount or Dispatcher Wage

Settlement Amount, calculated as follows:

- a. For each workweek between December 7, 2015 and October 11, 2019 during which you worked four (4) or more days per week as a Delivery Associate or Dispatcher, you will receive (1) settlement share.
- b. The total number of settlement shares for all Settlement Class Members who worked as Delivery Associates will be added together and the resulting sum will be divided into the Delivery Associate Wage Settlement Amount to reach a per share dollar figure. Similarly, the total number of settlement shares for all Settlement Class Members who worked as Dispatchers will be added together and the resulting sum will be divided into the Dispatcher Wage Settlement Amount to reach a per share dollar figure. Those figures will be multiplied by each Settlement Class Member' number of settlement shares to determine the Settlement Class Member's Settlement Award.

Your total estimated settlement payment will be based on [REDACTED] number of settlement shares, as shown in Defendants' records. If you have questions about the number of eligible workweeks of your Settlement Award, you may contact the Settlement Administrator at the contact information below and must submit any disputes by [DATE].

Fifty percent (50%) of your payment represents back wages, and 50% represents liquidated damages. The Settlement Administrator will issue you an IRS Form W-2 for 50% of this payment and an IRS Form 1099 for the other 50% of this payment. Defendants will pay the employer side taxes separate from the Settlement Award payment. Neither the Settlement Administrator nor the Parties can provide you with any tax advice. You should contact your accountant or tax related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What are the Releases?

If the Court grants final approval of the Settlement, the lawsuit will be dismissed with prejudice against Defendants, and all Settlement Class Members who worked as Delivery Associates in Illinois, Louisiana, and Maryland will release Defendants and all Releasees from any and all claims that were or could have been asserted in the First Amended Complaint based on the facts alleged for unpaid wages, overtime compensation, liquidated or other damages, unpaid costs, restitution or other compensation or relief arising under Illinois, Chicago, Cook County, and/or Maryland wage and hour laws, or state common law claims (including unjust enrichment or quantum meruit) (as applicable to the state in which they worked), beginning from the longest applicable statute of limitations period through October 11, 2019.

With the exception of the Named Plaintiffs, only Settlement Class Members who cash or deposit their Settlement Award check will release their Fair Labor Standards Act claims against

Defendants and Releasees up to October 11, 2019. The full text of the Releases is contained in the Settlement Agreement and may be obtained from [Settlement Administrator contact info].

6. What Are My Rights?

- **Do Nothing:** If you do nothing and the Court grants final approval to the Settlement, you will receive a Settlement Award. You will release your FLSA claim if you cash or deposit your Settlement Award, and will release your state law claims as provided for in Section 5 above.
- **Opt-Out:** If you are a member of the Settlement Class *and worked as a Delivery Associate in Illinois or Maryland*, and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement (“opt-out”), postmarked by [INSERT]. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.**
- **Object:** If you are a member of the Settlement Class *and worked as a Delivery Associate in Illinois or Maryland*, and wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be mailed to:

Sarah R. Schalman-Bergen
BERGER MONTAGUE PC
1818 Market St., Suite 3600
Philadelphia, Pennsylvania 19103

Meredith E. Riccio
Stephanie L. Sweitzer
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker Drive, Fifth Floor
Chicago, IL 60601

Brian M. Dougherty
**GOLDSTINE, SKRODZKI,
RUSSIAN,
NEMEC AND HOFF, LTD.**
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527

If you submit a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants’ Counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not have opted out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall

be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants' counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement.

7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Defendants or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in this Lawsuit. In fact, Defendants encourage you to participate in this Settlement.

8. Who Are The Attorneys Representing Plaintiffs And The Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys:

Sarah R. Schalman-Bergen
Camille Fundora Rodriguez
Krysten Connon
BERGER MONTAGUE PC
1818 Market St., Suite 3600
Philadelphia, PA 19103
(215) 875-3033
kconnon@bm.net

Ryan Allen Hancock
WILLIG, WILLIAMS, & DAVIDSON
1845 Walnut Street 24th Floor
Philadelphia, PA 19103

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount plus their out-of-pocket costs, not to exceed \$15,000. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below or Plaintiff's Counsel listed above. Please refer to the Amazon/Sheard-Loman Settlement.

Amazon/Sheard-Loman Overtime Settlement

[INSERT]
[INSERT]
[INSERT]

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR TO AMAZON OR SHEARD-LOMAN FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.