

**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: «FullName»  
«Address1» «Address2»  
«City», «State» «Zip»

*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 May 13, 2021 at 11:00 a.m., before the Honorable Steven C. Seeger in Courtroom 1719 located at Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604.

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 Five Hundred Twenty (520) 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 Seven (7) 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 and Faucett and service awards in the amount of \$5,000 each to Plaintiffs 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 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's number of settlement shares to determine the Settlement Class Member's Settlement Award.

Your total estimated settlement payment will be based on «TotalSettShares» 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 **April 27, 2021**.

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 [www.cptgroupcaseinfo.com/AmazonSLTSettlement](http://www.cptgroupcaseinfo.com/AmazonSLTSettlement).

## **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 **April 27, 2021**. 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  
**LICHTEN & LISS-RIORDAN, P.C.**  
 729 Boylston Street, Suite 2000  
 Boston, MA 02116

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  
 Krysten Connon  
**LICHTEN & LISS-RIORDAN, P.C.**  
 729 Boylston Street, Suite 2000  
 Boston, MA 02116  
 Tel: (267) 256-9973  
[ssb@llrlaw.com](mailto:ssb@llrlaw.com)  
[kconnon@llrlaw.com](mailto:kconnon@llrlaw.com)

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

Camille Fundora Rodriguez  
**BERGER MONTAGUE PC**  
 1818 Market St., Suite 3600  
 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*  
 c/o CPT Group, Inc.  
 50 Corporate Park  
 Irvine, CA 92606  
 Toll Free Number: 1-888-416-0188  
 Email: AmazonSLTSettlement@cptgroup.com

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.**