LEAH BROWN, ROBERT
PENDERGRAFT, LAVENIA NELSON,
DAYMONE WILLIAMS, CHARLES
MEADOWS, PATRESE MATTOX, and
ZOLENE (STATEN) PINCKNEY,
individually and on behalf of all others similarly
situated,

: In Arbitration Before: Thomas Gibbons, Esq., Arbitrator

Claimants,

v.

STUFFLEBEAM LOGISTICS, INC., JEMG SUPPLY CHAIN, INC., HD LOGISTICS LLC, HOLY SHIP LLC, LIEBROCK & LIEBROCK LOGISTICS LLC, TRESYL EXPRESS LLC, AMAZON.COM, INC., and AMAZON LOGISTICS, INC.,

Respondents.

ORDER APPROVING CLAIMANTS' UNOPPOSED MOTION FOR APPROVAL OF THE COLLECTIVE ACTION SETTLEMENT AGREEMENT

Pending before this Arbitrator is Claimants' Motion for Approval of the Collective Action Settlement Agreement. Having considered the Motion, and finding that that the Parties' settlement is a fair and reasonable resolution of a *bona fide* dispute, the Arbitrator determines that the Motion should be GRANTED in all respects. Therefore, the Arbitrator ORDERS that:

- 1. The Parties' Settlement Agreement is approved as a fair and reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act;
- 2. For settlement purposes, the following collective is certified pursuant to 29 U.S.C. § 216(b) (the "Settlement Collective"):

All Delivery Associates who were paid by Respondent DSPs JEMG, HDLO, HOSH, LLLO, SBLG, and TRYL to deliver packages to Amazon's customers at any time during the Relevant Time Period.¹.

- 3. The proposed service awards/general release payments do not otherwise impact the fair and reasonable resolution of the *bona fide* dispute.
- 4. Having considered the results obtained for the Settlement Collective, the quality, skill, and efficiency of the attorneys involved, the complexity and duration of the proceeding, the risk of nonpayment, public policy, and awards in similar cases, Claimants' Counsel's request for fees in the amount of 30% of the Gross Settlement Amount, plus out-of-pocket costs not to exceed Forty Thousand Dollars, is reasonable;
 - 5. Analytics Consulting LLC is approved as Settlement Administrator;
- 6. Legal Aid of North Carolina is approved as the *cy pres* recipient for any monies remaining in the Reserve Fund.
 - 7. The payment plan to the Eligible Collective Members is approved.
- 8. The Arbitrator hereby enters final judgment in this case and dismisses it with prejudice in accordance with the terms of the Settlement Agreement. Eligible Collective Members who choose to cash or deposit their settlement checks are enjoined from prosecuting any Released Claims against the Releasees; and
 - 9. Without affecting the finality of this Final Judgment in any way, the Arbitrator shall

¹ "Relevant Time Period" refers to the following time periods: for the Eligible Collective Members that were paid by JEMG, from August 25, 2018 through December 9, 2022; for the Eligible Collective Members that were paid by HDLO, from November 3, 2018 through December 9, 2022; for the Eligible Collective Members that were paid by HOSH, from November 17, 2018 through December 9, 2022; for the Eligible Collective Members that were paid by LLLO, from September 22, 2018 through December 9, 2022; for the Eligible Collective Members that were paid by SBLG, from September 29, 2018 through July 30, 2022; and for the Eligible Collective Members that were paid by TRYL, from September 29, 2018 through December 9, 2022.

retain jurisdiction for 24 months 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 Arbitrator for this

purpose.

IT IS SO ORDERED.

Executed on: August 12, 2024

Thomas 7. Gibbons

Thomas Gibbons, Esq., NAA

Arbitrator

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