

**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,

Claimants,

v.

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

Respondents.

NOTICE OF COLLECTIVE ACTION SETTLEMENT

Settlement Website: www.SJHLwagesettlement.com

*This Notice of Collective Action Settlement is authorized by Thomas F. Gibbons, Esq. NAA, Arbitrator.
This is not a solicitation. This is not a lawsuit against you, and you are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

1. Why Should You Read This Notice?

You received this Notice either because the records of Amazon.com, Inc. (“Amazon.com”), Amazon Logistics, Inc. (“Amazon Logistics,” and together with “Amazon.com,” “Amazon”), and/or JEMG Supply Chain, Inc. (“JEMG”), HD Logistics LLC (“HDLO”), Holy Ship LLC (“HOSH”), Liebrock & Liebrock Logistics LLC (“LLLO”), Stufflebeam Logistics, Inc. (SBLG”), and Tresyl Express LLC (“TRYL”) (together, without Amazon, “DSP Respondents”), show you performed work as a Delivery Associate and were paid by JEMG, HDLO, HOSH, LLLO, SBLG, or TRYL to deliver packages to customers of Amazon.com in the United States during the Relevant Time Period (“Settlement Collective Members”).

The Relevant Time Period is defined as August 25, 2018 through December 9, 2022 for the Eligible Collective Members that were paid by JEMG; November 3, 2018 through December 9, 2022 for the Eligible Collective Members that were paid by HDLO; November 17, 2018 through December 9, 2022 for the Eligible Collective Members that were paid by HOSH; September 22, 2018 through December 9, 2022 for the Eligible Collective Members that were paid by LLLO; from September 29, 2018 through July 30, 2022 for the Eligible Collective Members that were paid by SBLG; and September 29, 2018 through December 9, 2022 for the Eligible Collective Members that were paid by TRYL.

The parties to the lawsuit agreed to a binding settlement of this action, which alleges that Eligible Collective Members should have been paid for all hours worked, including overtime compensation when they worked more than forty (40) hours per week. On September 4, 2024, the Court confirmed the award of Arbitrator Thomas Gibbons (“Arbitrator”) and approved the Settlement as fair and reasonable.

This Notice explains the terms of the settlement and your right to your Settlement Award, which is enclosed with this Notice.

2. What is this Lawsuit About?

This lawsuit alleges that individuals who work or have worked as Delivery Associates and who were paid by the DSP Respondents to deliver packages to customers of Amazon.com in the United States at any time during the Relevant Time Period were not paid for all hours worked, including overtime compensation to which they were entitled under the law. Amazon and the DSP Respondents (together, “Respondents”) 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. Amazon specifically denies that it is the employer or joint employer of Delivery Associates. The Arbitrator has not made a decision on the merits of the allegations.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Respondents have agreed to pay One Million Eight Hundred and Twenty One Thousand Dollars and Zero Cents (\$1,821,000.00) (the “Total Settlement Amount”).

The Total Settlement Amount includes amounts to cover (i) Seventy Thousand Dollars (\$70,000.00) to the Named Claimants (in the amount of \$10,000 each) for their service to the Settlement Collective and their broader release of claims in favor of Respondents; (ii) attorneys’ fees and costs for Claimant’s Counsel (see below); and (iii) Settlement Administration costs. After deductions of these amounts, what remains of the Total Settlement Amount (the “Net Settlement Amount”) has been divided into monetary Settlement Awards to the Eligible Collective Members calculated under the formula provided below.

The Settlement Amounts attributed to each DSP Respondent in this settlement is as follows:

HDLO Settlement Amount:	\$95,372.22
HOSH Settlement Amount:	\$268,719.12
JEMG Settlement Amount:	\$176,959.85
LLLO Settlement Amount:	\$181,390.62
SBLG Settlement Amount:	\$230,395.48
TRYL Settlement Amount:	\$216,899.77

4. How Is My Settlement Award Calculated?

Your Settlement Award check is enclosed. Please note that your check is valid and negotiable for 180 days and will automatically expire on November 15, 2025. Therefore, please remember to cash or deposit your check AS SOON AS POSSIBLE. After this expiration date, any uncashed checks will be cancelled. The funds remaining and associated with cancelled Settlement Award checks will be paid back to Respondents in recognition of the fact that those individuals who do not cash their settlement checks do not release any claims against the Respondents.

Your Settlement Award was calculated based on the time and payroll records submitted by Respondents. Specifically, the settlement payments were calculated as follows:

The amount of \$50 was allocated to each Eligible Collective Member, so every person receives at least \$50 in exchange for their release of claims against the Respondents, as set forth in the Settlement Agreement. In addition to the \$50 payment, each Eligible Collective Member received a portion of the Net Settlement Amount, calculated as follows:

- a. For each workweek during the Relevant Time Period during which you worked four (4) or more days per week, you received one (1) settlement share.

- b. The total number of settlement shares for all Settlement Collective Members who were paid by each DSP Respondent was added together and the resulting sum was divided into a corresponding DSP Settlement Amount associated with that DSP Respondent to reach a per share dollar figure.
 - i. For example, all Workweeks for all Eligible Collective Members employed by JEMG during the Relevant Time Period were added together and the JEMG Settlement Amount was divided by the resulting sum to arrive at a value per settlement share for all Eligible Collective Members employed by JEMG during the Relevant Time Period. The same calculations were done for Eligible Collective Members employed by HDLO, HOSH, LLLO, SBLG, and TRYL.
- c. The corresponding value per settlement share for each of the DSP Gross Settlement Amounts was multiplied by each Settlement Collective Member's number of settlement shares during the Relevant Time Period to determine that Eligible Collective Member's Settlement Award.

If you have questions about the amount of your Settlement Award, you may contact the Settlement Administrator at the contact information below and must submit any disputes by **November 15, 2025**.

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-MISC for the other 50% of this 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.

By depositing or cashing your Settlement Award check, you release Respondents; their parent companies, subsidiaries, affiliates, business units, members, shareholders; and their predecessors and successors, officers, directors, agents, employees, and assigns ("Released Parties") of all Fair Labor Standards Act ("FLSA") claims, and state, municipal, or local wage and hour claims that accrued to the Settlement Collective Members against the Released Parties while working to deliver packages to Amazon customers in the United States while being paid by JEMG, HDLO, HOSH, LLLO, SBLG, and TRYL, at any time during the Relevant Time Period, including but not limited to claims under the FLSA, or any other federal, state or local wage and hour law, pertaining to the alleged failure to pay for all hours worked, claims for unpaid wages (including overtime compensation), claims for working through meal or rest periods, and related claims for liquidated damages, interests, penalties, fees or costs, that were or could have been asserted in the Lawsuit based upon the facts alleged in the operative complaint ("Released Claims").

The Released Claims will be effective upon signing, cashing, or depositing your Settlement Award check. To the fullest extent allowed by law, by depositing or cashing your Settlement Award check, you are prohibited from asserting any Released Claims, and from commencing, joining in, prosecuting, or voluntarily assisting in a lawsuit or adversarial proceeding against the Released Parties based on the Released Claims. You also agree to not opt-in, to withdraw any opt-in, and to dismiss any action or dismiss yourself from any action where you are a claimant, plaintiff, or appellant against the Released Parties. You also agree to opt-out of any actions if you become aware of such actions against Released Parties. This prohibition does *not* prevent you from testifying in any legally compelled proceeding through service of a subpoena or other government or legal process.

If you do not deposit or cash your Settlement Award check, you will not release any claims against Respondents or the Released Parties.

Respondents agree that this Settlement Agreement may not be used to assert collateral estoppel, *res judicata*, waiver, or any other claim preclusion of FLSA claims with respect to individuals who did not specifically release those FLSA claims; however, Respondents do not waive the right to assert other defenses to those claims regarding timeliness, scope, and/or applicability of exemptions.

5. Can Respondents 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 Respondents or future work or employment with Respondents. It is unlawful for Respondents to take any adverse action against you as a result of your participation in this Action. In fact, Respondents encourage you to participate in this Settlement.

6. Who Are The Attorneys Representing Claimant And the Settlement Collective?

Claimant and the Eligible Collective Members are represented by the following attorneys:

Sarah R. Schalman-Bergen
Krysten Connon
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mwallin@bm.net
apiazza@bm.net
(215) 875-3033

7. How Will the Attorneys for the Settlement Collective Be Paid?

You do not have to pay the attorneys who represent the Eligible Settlement Collective separately. The Parties separately negotiated an attorneys' fee and cost payment to Claimants' Counsel, which was approved by the Arbitrator.

8. 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 Claimant's Counsel listed above. Please refer to the Amazon/JEMG/HDLO/HOSH/LLO/SBLG/TRYL Settlement.

Amazon/JEMG/HDLO/HOSH/LLO/SBLG/TRYL Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002
Phone: (833) 476-2840
Email: SJHLWageSettlement@noticeadministrator.com

This Notice only summarizes the lawsuit, the settlement and related matters. 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 at the website www.SJHLwagesettlement.com.

PLEASE DO NOT WRITE OR TELEPHONE THE ARBITRATOR OR TO AMAZON OR THE DSP RESPONDENTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.