

**CIRCUIT COURT IN THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

ASHLEY FERGUSON, on behalf of
herself and others similarly situated,

Plaintiff,

v.

AMAZON LOGISTICS, INC., and
AMAZON.COM SERVICES LLC

Defendants.

Civil Action No. 26-CA-003177

**UNOPPOSED MOTION FOR APPROVAL OF COLLECTIVE ACTION SETTLEMENT
AND TO DISMISS ACTION WITH PREJUDICE**

Plaintiff Ashley Ferguson (“Plaintiff”) and Defendants Amazon.com Services, LLC and Amazon Logistics, Inc. (together, “Amazon” or “Defendants”; together with Plaintiff, the “Parties”) have entered into a Settlement Agreement (“Settlement” or “Settlement Agreement”) that resolves the claims alleged in this matter. The Settlement Agreement was reached after extensive investigation, arm’s length settlement negotiations, and multiple settlement conferences; is fair and reasonable; and warrants this Court’s approval.

Pursuant to the Settlement Agreement, Defendants will pay the Wage Settlement Amount of Nine Hundred Five Thousand Dollars (\$905,000.00) into a Qualified Settlement Fund. As set forth in the Settlement Agreement, Named Plaintiff and Settlement Collective Members will receive a portion of the Wage Settlement Amount in accordance with the Settlement’s terms in exchange for their release of their federal and state law wage claims that accrued to them against Defendants during the Relevant Time Period. Each Settlement Collective Member will receive a Notice of Settlement as well as a check representing their share of the Settlement, and by cashing the Settlement Award check, the Settlement Collective Member will be deemed to have opted into

the Action for purposes of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and will have released their claims per the Settlement Agreement. Settlement Collective Members who do not deposit or cash their Settlement Award check will neither release their claims nor be bound by the Settlement.

In addition to the Wage Settlement Amount, the Parties separately negotiated the Fees and Cost Settlement Amount in which attorneys' fees in the total amount of \$475,000.00 will be paid to Plaintiff's counsel. The Fees and Cost Settlement Amount is separate from the Wage Settlement Amount and will be paid by Defendants in addition to the Wage Settlement Amount. The Settlement should be approved by the Court as a fair and reasonable resolution of a *bona fide* dispute.

STATEMENT OF FACTS

Plaintiff and Collective Members are Delivery Associates ("DAs") who were paid by Express Parcel Service, LLC to deliver packages to customers of Amazon. Plaintiff alleges that Defendants violated the FLSA, by *inter alia*, failing to pay for all hours worked including for overtime wages owed.

In 2019, Plaintiff, through counsel, notified Amazon of alleged wage-related claims that she intended to file against Defendants on behalf of herself and a collective of similarly situated individuals, and invited Defendants to explore the potential for pre-litigation resolution of those alleged claims. The Parties entered into a Tolling and Mediation Agreement to explore potential pre-litigation resolution of the claims raised by Plaintiff.

The Parties engaged in an extensive alternative dispute resolution ("ADR") process in connection with these claims, which continued for multiple years. This process consisted of extensive meet and conferral between the Parties. The ADR process included two days of

mediation: in-person in Los Angeles, California, on November 13, 2025, overseen by wage and hour mediator, Lisa Klerman, Esq.; and remotely on January 16, 2026 overseen by experienced wage and hour mediator Dennis Clifford, Esq. Throughout this ADR process, the Parties, by and through their counsel, engaged in numerous in-person, telephonic and video discussions, as well as written correspondence and negotiations overseen by Ms. Klerman and then Mr. Clifford.

To appropriately inform the ADR process, the Parties exchanged data and information, including timekeeping data, payroll data, Amazon's delivery data, and other relevant documents, which Plaintiff's Counsel reviewed and analyzed extensively. This process allowed the Parties to assess the potential liability and possible damages for the asserted claims and engage in informed, good faith, arms-length settlement negotiations.

As a result of the ADR process, mediations, and settlement negotiations, the Parties have agreed fully and finally to resolve this matter on the terms and conditions described herein. Plaintiff's Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in this lawsuit. In agreeing to this Settlement Agreement, Plaintiff has considered: (a) the facts developed during the investigation and mediation process and the law applicable thereto; (b) the risks of continued litigation; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiff has concluded that the terms of this Settlement Agreement are fair and reasonable, and that it is in the best interests of Plaintiff and the Settlement Collective Members to settle their claims against Defendants and the Released Parties. Defendants deny the allegations in this lawsuit, further deny any liability for any alleged wage and hour violations or failure to pay overtime compensation, and deny that they are a joint employer of the DAs.

The Parties now present the Settlement Agreement to the Court for its approval. The Settlement offers significant advantages over the continued prosecution of this case: Plaintiff and the Settlement Collective Members will receive significant financial compensation and will avoid the risks inherent in the continued prosecution of this case in which Defendants would assert various defenses to their liability. The Parties have spent considerable time analyzing the data and negotiating and drafting the Settlement Agreement, which ensures that all Settlement Collective Members are provided with notice of the Settlement Agreement and its terms.

The Settlement Agreement provides, *inter alia*, as follows:

- The “Settlement Collective” means Plaintiff and all current and former non-exempt Delivery Associates of EXP who were paid to deliver packages to customers of Amazon that arose or accrued during the period between March 29, 2017 and April 12, 2020. Each member of the Settlement Collective will be fully advised of this settlement with the Notice of Settlement of Collective Action Lawsuit (“Notice”) attached as Exhibit 1 to the Settlement Agreement.
- Pursuant to the Settlement Agreement, Defendants will pay into the qualified settlement fund established by the Settlement Administrator the Wage Settlement Amount of \$905,000.00. Defendants will separately pay the employer’s share of payroll taxes and the Settlement Administrator’s fees and costs. After setting aside a \$5,000.00 Reserve Fund for the purpose of preserving these funds to account for any disputed, belated, or unexpected payments to Settlement Collective Members after Settlement Awards have issued during the First Check Cashing Period, the remaining amount shall be distributed in accordance with the following objective formula:
 - \$50 per Settlement Collective Member will be deducted from the Wage Settlement Amount prior to the determination of pro rata individual settlement shares and allocated to each Settlement Collective Member so that each Settlement Collective Member receives at least \$50 in exchange for their release in this Settlement Agreement.
 - In addition to the \$50 payment set out above, Settlement Collective Members shall receive a pro rata portion of the Wage Settlement Amount as follows:
 - For each workweek during which the Settlement Class Member worked four (4) or more days, the Settlement Collective Member shall receive 1 settlement shares.
 - The total number of settlement shares for all Settlement Collective Members in the Relevant Time Period will be added together and the resulting sum will be divided into the Wage Settlement Amount attributable to the Gross Settlement Amount to reach a per share dollar figure. That figure will then be multiplied

by each Settlement Collective Member's number of settlement shares to determine the Settlement Collective Member's Settlement Award.

- The Settlement Administrator shall mail all Settlement Awards to Settlement Collective Members along with a Notice of Settlement substantially in the form attached at Exhibit 1 to the Settlement Agreement, assuming it is approved by the Court. The Settlement Awards shall be checks that contain a limited endorsement placed on the back of the check stating that by signing, depositing, and/or cashing the settlement check the Settlement Collective Member agrees to opt in to this collective action, defined by its caption and release the Released Claims as follows:

By endorsing, cashing, depositing, or otherwise negotiating this check, I am opting into the case captioned *Ferguson v. Express Parcel Service, LLC, et al.*, and I affirm my release of claims against (1) Amazon Logistics, Inc. and Amazon.com Services LLC; (2) Express Parcel Service, LLC; and (3) all other Released Parties as defined in the Settlement approved by the Court. I affirm that I will not sue or assert any of the Released Claims, including FLSA claims, against any of the Released Parties.

- After the conclusion of the first Check Cashing Period, any amounts from uncashed checks will be redistributed to Settlement Collective Members who cashed their checks in a Second Check Cashing Period of 90 days. Following the conclusion of the second Check Cashing Period, any residual funds shall be returned to Defendants.
- Plaintiff's Counsel shall receive the Fees and Costs Settlement Amount, in compensation for all work performed to date as well as all work remaining to be performed in the Action.

See Settlement Agreement, attached hereto as Exhibit 1.

Named Plaintiff brings this Unopposed Motion for the Court's approval of this Settlement as set forth herein.

MEMORANDUM OF LAW

The Parties have stipulated and agreed that, for settlement purposes only, certification of the Settlement Collective as an FLSA collective under 29 U.S.C. § 216(b) is appropriate.

Collective action settlements under the FLSA must be approved by a court to ensure fairness and to give effect to the FLSA releases. See *Dunham v. Brevard Cty. Sch. Bd.*, 401 So. 2d 888, 889 (Fla. 5th DCA 1981) (recognizing state circuit court jurisdiction over FLSA claims); *Kabis v. PGA Mgmt. Servs.*, 2015 Fla. Cir. LEXIS 42759 (Fla. 15th Cir. 2015) (citing *Lynn's Food Stores*,

Inc., v. United States, 679 F.2d 1350, 1352-53 (11th Cir. 1982). The standard for approval of an action arising under the FLSA requires only a determination that the proposed settlement is a “fair and reasonable resolution of a *bona fide* dispute over FLSA provisions.” *Bernstein v. Town of Jupiter*, No. 21-81215, 2021 U.S. Dist. LEXIS 240565 (S.D. Fla. 2021) (citing *Lynn’s Food Stores*, 679 F.2d at 1355).

The law favors compromise and settlement of class and collective action lawsuits. *See Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977); *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (noting a “strong judicial policy favoring settlement”). The policy favoring settlement is especially relevant in class or collective actions and other complex matters, where the inherent costs, delays, and risks of litigation might otherwise overwhelm any potential benefit the class could hope to attain. *See Ass’n For Disabled Ams., Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 466 (S.D. Fla. 2002) (citations omitted).

Settlement approval is warranted where, as here, the settlement resolves a *bona fide* dispute between the parties “with respect to coverage [and] amount due under the Act,” is fair and reasonable, and is the product of serious, informed, arm’s-length negotiations. *Lynn’s Food Stores*, 679 F.2d at 1353-54 & n.8; *see also Bennett*, 737 F.2d at 987 n.9. The Parties disagreed on numerous legal and factual issues that would have impacted the case moving forward, including, but not limited to, the following:

- the amount of time the DAs spent performing their work, and whether EXP’s timekeeping methods accurately tracked all time worked for purposes of calculating overtime;
- whether Amazon qualified as a joint employer under the FLSA;
- whether Defendants would be able to meet their burden of demonstrating good faith, such that they would avoid the imposition of liquidated damages;
- whether Plaintiff could maintain a collective action; and
- whether Plaintiff and/or Defendants would appeal myriad legal or factual determinations, including collective action treatment, liability, and damages.

Accordingly, a *bona fide* dispute over FLSA provisions exists. Ultimately, the Wage Settlement Amount agreed upon represents a compromised resolution on these issues, accounts for the risks of litigation, and provides certain, immediate, and meaningful payment for the workers in this case for the time period at issue.¹

The Settlement reached represents a favorable result for the Settlement Collective Members. There is no indicia of fraud or collusion with respect to this proposed Settlement, which was reached after arm's-length negotiations, including multiple mediation sessions conducted by an experienced wage and hour mediator, and after (1) the exchange of substantial data and analyses and (2) numerous meet and confers regarding potential exposure. The Settlement is based on extensive and appropriate investigation, including detailed analyses of the data provided. Ultimately, represented by experienced counsel, and with assistance of an experienced mediator, the Parties have agreed to this Settlement as a fair and reasonable resolution of this case.

Notably, there is a “strong presumption in favor of finding a [FLSA] settlement fair,” when, as here, it is the product of serious, informed, arm's-length negotiations. *Walker v. Kirkman Mgmt.*, 2022 U.S. Dist. LEXIS 49720 (M.D. Fla. 2022); *Dees v. Hydradry, Inc.*, 706 F. Supp. 2d 1227,

¹ Indeed, a trial on the merits would involve significant risks for Settlement Collective members given the disputed serious questions of law and fact in the case, including - as in any FLSA case - the risk that the Settlement Collective members would not succeed in obtaining and then maintaining a collective through trial. The likely risks, complexity, delay and expense of proceeding with litigation are clearly outweighed by the substantial and immediate financial relief presented by this settlement. *See Cotter v. Checkers Drive-In Rests., Inc.*, No. 8:19-cv-1386-VMC-CPT, 2021 U.S. Dist. LEXIS 160592, at *21 (M.D. Fla. Aug. 25, 2021) (“The policy favoring settlement is especially relevant in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain.”); *Lunsford v. Woodforest Nat'l Bank*, No. 1:12-cv-103-CAP, 2014 U.S. Dist. LEXIS 200716, at *21 (N.D. Ga. 2014) (“the Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, ‘[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush.’” (quoting *In re Shell Oil Refinery*, 155 F.R.D. 552 (E.D. La. 1993) (second alteration in original))).

1241 (M.D. Fla. 2010). Absent fraud and collusion, the Court not only may rely on the judgment of experienced counsel, but “should be hesitant to substitute its own judgment for that of counsel.” *Diaz v. Hillsborough Cty. Hosp. Auth.*, No. 90 Civ. 120, 2000 U.S. Dist. LEXIS 14061, at *4 (M.D. Fla. Aug. 7, 2000) (internal citation and quotation marks omitted). As stated throughout, the Settlement should be approved as fair and reasonable.²

ATTORNEYS’ FEES AND COSTS

Under the Settlement, Defendants are to pay Plaintiff’s Counsel a separately-negotiated Fees and Costs Settlement Amount: \$470,000.00 for attorneys’ fees and costs. Plaintiff’s counsel maintains that the fees and costs contemplated by the Settlement are reasonable and should be approved. Prosecuting this case to a successful settlement for the benefit of the Settlement Collective required Plaintiff’s Counsel to expend a significant amount of time over the past several years, which includes time spent developing the legal theories of the case, conducting substantial legal and factual research on the alleged violations, engaging in extensive ADR-related discovery, attending four mediations, leading dozens of telephonic and video discussions, and participating in written correspondence and negotiations overseen by Ms. Klerman and Mr. Clifford, and finalizing the Settlement Agreement.

Moreover, that Plaintiff’s Counsel agreed to represent Plaintiff and the proposed Settlement Collective on a contingent basis supports approval of the requested fee. Courts have recognized the importance of such arrangements, noting that many workers “cannot afford to retain counsel at fixed hourly rates . . . yet they are willing to pay a portion of any recovery they may

² Courts in this Circuit have approved other, similar settlements reached on behalf of Delivery Associates of Amazon. *See, e.g., Thomas, et al., v. Second Samuel Transport, Inc.*, No. 502023CV014168 (Fla. 15th Cir. Ct. Oct. 10, 2023); *Jones, v. Amazon.com Services, Inc., LLC*, No. 502022CA008745 (Fla. 15th Cir. Ct. Sept. 13, 2022).

receive in return for successful representation.” *Wells v. Sullivan*, 907 F.2d 367, 371 (2d Cir. 1990)). Courts have consistently found that this type of fee arrangement, under which counsel runs a significant risk of nonpayment, weighs in favor of a requested fee award: “In undertaking to prosecute [a] complex case entirely on a contingent fee basis, Class Counsel assume[s] a significant risk of nonpayment or underpayment. . . . That risk warrants an appropriate fee. ‘A contingency fee arrangement often justifies an increase in the award of attorney’s fees.’” *In re Sunbeam*, 176 F. Supp. 2d at 1335 (quoting *Behrens*, 118 F.R.D. at 548, *aff’d*, 899 F.2d 21 (11th Cir. 1990)); *see also In re Continental Ill. Sec. Litig.*, 962 F.2d 566 (7th Cir. 1992) (holding that when a common fund case has been prosecuted on a contingent basis, plaintiffs’ counsel must be compensated adequately for the risk of nonpayment).

For these reasons, Plaintiff’s Counsel requests that the Court approve the Fees and Costs Settlement Amount set forth in the Settlement Agreement.

GENERAL RELEASE CONTRACT

Additionally, in order to provide Defendants with the scope of release that they sought, the Parties separately negotiated for the Named Plaintiff to receive consideration separate and apart from the consideration she will receive as part of the Settlement Collective, in exchange for a general release (the “General Release Contract”).³ This consideration will be paid to the Named Plaintiff in addition to the Named Plaintiff’s awards from the Wage Settlement Amount as

³ The Parties deemed this complete peace to be worthy of consideration in the amount of \$20,000 to Plaintiff. In addition to her wage claims, Plaintiff alleged that she was unlawfully terminated by EXP as a result of complaining about her pay and based on her gender. While Defendants vigorously disputed these allegations and further submitted that such claims were untimely, the Parties agreed to resolve the matter for the separately negotiated consideration. This amount will be paid in addition to Plaintiff’s awards from the Wage Settlement Amount as members of the Settlement Collective under the Agreement. The General Release Contract had no impact on the Settlement Agreement or the formulas used to determine FLSA damages. The release is independent of the Settlement and supported by additional consideration.

members of the Settlement Collective under the Agreement. Parties are and should be free to enter into such General Release Contracts, and the Court's oversight is properly limited only to whether such General Release Contract otherwise impacts the fairness of the Agreement to the Settlement Collective. As such, Plaintiff is advising the Court around the General Release Contracts and has attached same as Exhibit 2.

CONCLUSION

For the reasons set forth above, the Parties respectfully request that the Court grant this Motion and (1) enter the accompanying Proposed Order; (2) dismiss this case with prejudice; and (3) retain jurisdiction to enforce the Settlement.

Dated: March 20, 2026

Respectfully submitted,

VARNELL & WARWICK, P.A.

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CERTIFICATE OF SERVICE

I hereby certify that on March 20, 2026, I electronically filed the foregoing document with the Clerk of Court using the Florida Courts E-Filing Portal. I also certify that the foregoing document is being served this day on all counsel of record and interested parties, via transmission generated by the Florida Courts E-Filing Portal.

/s/ Jeffrey L. Newsome, II
Jeffrey L. Newsome, II

EXHIBIT 1

COLLECTIVE ACTION SETTLEMENT AND RELEASE

Plaintiff Ashley Ferguson (“**Plaintiff**”) and Defendants Amazon Logistics, Inc. and Amazon.com Services LLC (together, “**Amazon**”) (collectively, “**Defendants**”) hereby enter into this Collective Action Settlement and Release Agreement (“**Settlement**”), subject to the approval of the Court. Plaintiff and Defendants are referred to individually as a “Party” and together as the “Parties.”

I. RECITALS

1. In and after 2019, Plaintiff, through counsel, notified Amazon and Express Parcel Service, LLC (“**EXP**”) of alleged wage-related claims under the Fair Labor Standards Act that she intended to file against Defendants and EXP on behalf of herself and a putative collective of similarly situated individuals, and invited Defendants to explore the potential for pre-litigation resolution of those alleged claims. The Parties agreed to engage in efforts to resolve the alleged claims prior to the commencement of any lawsuit.

2. The Parties engaged in an extensive alternative dispute resolution (“**ADR**”) process in connection with these claims, which continued for multiple years. This process consisted of extensive meet and conferral between the Parties. The ADR process included two days of mediation, in-person in Los Angeles, California, on November 13, 2025, overseen by wage and hour mediator, Lisa Klerman, Esq., and remotely on January 16, 2026 overseen by experienced wage and hour mediator Dennis Clifford, Esq. Throughout this ADR process, the Parties, by and through their counsel, engaged in numerous in-person, telephonic and video discussions, as well as written correspondence and negotiations overseen by Ms. Klerman and then Mr. Clifford.

3. In order to appropriately inform the ADR process, the Parties exchanged data and information in connection with the threatened claims, including EXP’s available timekeeping and payroll data, Amazon’s delivery data, and other relevant documents concerning Delivery Associates (“**DAs**”) who were paid by EXP and delivered packages to customers of Amazon, which Plaintiffs’ Counsel reviewed and analyzed extensively. This process allowed the Parties to assess the potential liability and possible damages for the asserted claims and engage in informed, good faith, arms-length settlement negotiations. As a result of the ADR process (including the extensive review of data), mediations, and settlement negotiations, the Parties have agreed fully and finally to resolve these claims on the terms and conditions described herein.

4. Plaintiffs’ Counsel has made a thorough and independent investigation of the facts and law relating to the allegations made in the threatened claims. In agreeing to this Settlement, Plaintiff has considered: (a) the facts developed during the ADR process and the law applicable thereto; (b) the risks of litigation; and (c) the desirability of consummating this Settlement according to the terms of this Settlement. Plaintiff has concluded that the terms of this Settlement are fair and reasonable, and that it is in the best interests of Plaintiff and the Settlement Collective Members (as defined below) to settle their claims against Defendants and the Released Parties (as defined below) as set forth herein.

5. Defendants deny the allegations in made the threatened claims and further deny any liability for any alleged wage and hour violations or failure to pay overtime compensation.

Amazon further denies it is a joint employer of the DAs. The Parties are entering this Settlement to eliminate the burden, risk, and expense of litigation. This Settlement 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. This Settlement Agreement is a settlement document and will, pursuant to Fla. Stat. § 90.408, be inadmissible in evidence in any lawsuit or proceeding for any purpose, except an action or proceeding to approve, interpret, or enforce this Settlement.

6. This Settlement represents a compromise and settlement of highly disputed threatened claims. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out the terms of this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of evidence of any unlawful conduct, fault, wrongdoing or liability whatsoever.

7. As a means of seeking approval of the settlement, Plaintiff, on behalf of herself and the proposed Settlement Collective, will file a complaint described in Paragraph 10(a) against Defendants asserting wage and hour collective claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* The Parties recognize that the Court’s approval of this Settlement is required to effectuate the Settlement, and the Settlement will not become operative until the Settlement becomes Final, and the Effective Date occurs.

8. 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) are met with respect to the proposed Settlement Collective. Should this Settlement not become Final, such stipulation to conditional certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether conditional certification would be appropriate in a non-settlement context.

9. The Parties now desire to fully, finally, and forever settle, compromise, and discharge the claims released in this Settlement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the parties agree as follows:

II. DEFINITIONS

10. As used in this Settlement, the following terms shall have the following meanings:

a. **“Action”** refers to the civil action to be filed for settlement purposes with the Court, captioned *Ferguson v. Amazon Logistics, Inc. et al.*.

b. **“Amazon”** refers to Amazon Logistics, Inc. and Amazon.com Services LLC.

c. **“Check Opt-In Form”** means the language as specified in this Settlement that will appear on the back of every Settlement Award check issued to each Settlement Collective Member.

d. **“Court”** refers to the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

e. **“Defendants”** refers to Amazon.

f. **“Defendants’ Counsel”** refers to Seyfarth Shaw LLP.

g. **“Effective Date”** of the Settlement shall mean the first business day after the Court’s Order becomes Final. **“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.

h. **“EXP”** or **“Express Parcel”** refers to Express Parcel Service, LLC.

i. **“First Check-Cashing Period”** refers to the 180 days that all Settlement Award checks shall remain valid and negotiable from the date of their issuance before the Second Distribution.

j. **“Fees and Costs Settlement Amount”** means, subject to Court approval, Plaintiffs’ Counsel’s attorneys’ fees and costs in the total amount of \$475,000.

k. **“Notice of Collective Action Settlement and Settlement Award”** or **“Notice”** refers to the notice substantially in the form attached as Exhibit A.

l. **“Order”** means the Court’s Order approving the Settlement.

m. **“Participating Collective Members”** means Plaintiff and Settlement Collective Members who endorse a Settlement Award check without altering the language included on the Check Opt-In Form.

n. **“Parties”** collectively refers to Plaintiff and Defendants (each of whom are individually referred to as **“Party”**).

o. **“Plaintiff”** means Ashley Ferguson.

p. **“Plaintiffs’ Counsel”** refers to Lichten & Liss-Riordan, P.C., Berger Montague PC, and Willig Williams & Davidson.

q. **“Qualified Settlement Fund”** or **“QSF”** means an interest bearing account held by the Settlement Administrator and funded by Defendants for the purpose of holding the Total Settlement Amount as well as funds sufficient to enable the Settlement Administrator to pay

the employer's share of payroll taxes. The QSF will be controlled by the Settlement Administrator subject to the terms of this Settlement and the Court's Final Approval Order. All interest or other economic benefits derived from the QSF shall be included in the definition of the Wage Settlement Amount and shall not be used to provide benefits or income to any third parties. All interest or other economic benefits derived from the QSF shall be included in the definition of the Gross Settlement Amount and shall not be used to provide benefits or income to any third parties.

r. **"Releasees" or "Released Parties"** refers to Defendants, EXP, and all of their present and former affiliates, divisions, members, 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.

s. **"Relevant Time Period"** is March 29, 2017 and April 12, 2020.

t. **"Settlement Administrator"** means Analytics Consulting LLC, a mutually agreed upon third-party settlement administrator proposed by the Parties, as approved by the Court.

u. **"Settlement Administration Costs"** means the costs to the Settlement Administrator for administering this Settlement, including, but not limited to the tasks outlined in Paragraph 15. The Settlement Administration Costs shall be paid by Defendants. The Settlement Administration Costs shall not exceed \$16,402. If the settlement costs exceed this amount, such additional costs will be paid by Defendants.

v. **"Settlement Award"** refers to the amount calculated by the Settlement Administrator to be distributed to each individual Settlement Collective Member based on the number of Workweeks worked during the Relevant Time Period for the release of Released Claims as defined herein.

a. **"Settlement Collective"** means all current and former non-exempt Delivery Associates of EXP who were paid to deliver packages to customers of Amazon that arose or accrued during the Relevant Time Period. Defendants have represented that there are approximately 52,435 workweeks during the Relevant Time Period, and Plaintiffs have relied on these numbers in entering into this Settlement.

w. **"Wage Settlement Amount"** means the amount of Nine Hundred Five Thousand Dollars and Zero Cents (\$905,000.00), unless increased pursuant to Paragraph 22 of this Agreement, and includes a Five Thousand Dollar (\$5,000.00) Reserve Fund. Defendants will separately fund the employer's share of payroll taxes associated with the Wage Settlement Amount in addition to the Wage Settlement Amount, which shall be separately calculated by the Settlement Administrator.

x. “**Workweeks**” means the week(s) the proposed Settlement Collective was paid by EXP as a non-exempt DA in the United States, during the Relevant Time Period. Defendants’ records shall be determinative for purposes of calculating the number of Workweeks. Partial weeks will be counted as full Workweeks.

III. CLAIMS RELEASED BY THIS SETTLEMENT

12. **Claims Released by the Participating Collective Members.** By endorsing a Settlement Award payment, each Participating Collective Member, shall and does release and discharge 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 Released Parties that were or could have been asserted in the Complaint based on the facts alleged and that arose during the Relevant Time Period. The claims described in this Paragraph include, but are not limited to, claims for unpaid wages, overtime compensation, and statutory claims for 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.

Participating Collective Members’ Released Claims shall include the release set forth in this Paragraph only when the Settlement Collective Member has become a Participating Collective Member and signs, cashes, or deposits a Settlement Award check. Defendants agree that participation in the Settlement and release of the Participating Collective 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 Participating Collective Members’ Released Claims with respect to individuals who did not sign, cash, or deposit a Settlement Award check; however, Defendants do not waive the right to assert other defenses to those claims regarding timeliness, scope, and/or applicability of exemptions.

13. **Opt In and Release Language on Settlement Checks.** The Settlement Award checks shall include the following opt-in and release language on the back of each check, or alternative mutually agreeable language that can be printed on the back of the Settlement Award checks:

VOID IF ALTERED OR NOT CASHED BEFORE [DATE]
SIGNED ENDORSEMENT BY NAMED PAYEE IS REQUIRED

By endorsing, cashing, depositing, or otherwise negotiating this check, I am opting into the case captioned *Ferguson v. Amazon Logistics, Inc., et al.*, and I affirm my release of claims against (1) Amazon Logistics, Inc. and Amazon.com Services LLC; (2) Express Parcel Service, LLC; and (3) all other Released Parties as defined in the Settlement approved by the Court. I affirm that I will not sue or assert any of the Released Claims, including FLSA claims, against any of the Released Parties.

The Notice will advise that, by endorsing, cashing, depositing or otherwise negotiating a Settlement Award, Participating Collective Members further agree that they will not opt-in, will withdraw any opt-in, and/or will dismiss themselves from any action where they are a claimant,

plaintiff, or appellant against the Released Parties, and will opt-out of any such action if they later become aware of such actions. Excluded from this prohibition are any instances where any Participating Collective Member is legally compelled to testify through service of a subpoena or other process.

IV. STIPULATION TO CERTIFICATION SOLELY FOR PURPOSES OF THE SETTLEMENT

14. This Settlement is contingent upon certification by the Court of the Settlement Collective pursuant to 29 U.S.C. § 216(b), for settlement purposes only.

15. The Parties stipulate to conditional certification for purposes of the Settlement only. Defendants do not waive, and instead expressly reserve, their right to challenge the propriety of collective action certification treatment for any other purpose should the Court not approve the Settlement and certify the Settlement Collective. If the Effective Date does not occur for any reason, the Parties will not stipulate to conditional certification, and the Parties will return to the position they were in prior to entering the Settlement, and take all steps which any Party deems appropriate with respect to the Threatened Litigation.

16. Evidence of Defendants' limited stipulation for settlement purposes only will not be deemed admissible for any purpose in this or any other proceeding. Defendants submit that, for any purpose other than settling this Action, this matter is not appropriate for collective action treatment. Plaintiff and Plaintiffs' Counsel agree not to offer or make reference to this provisional stipulation to collective certification for settlement purposes only in any subsequent proceeding in the Action or any other proceeding with respect to the Action (except for purposes of having this Settlement approved and enforced by the Court as contemplated herein) or in any other lawsuit or proceeding.

V. NOTICE TO COLLECTIVE MEMBERS

17. **Settlement Administrator.** The Parties have selected Analytics LLC to be the Settlement Administrator to handle the Settlement Collective Data (as defined in Paragraph 18), update Settlement Collective Members' mailing addresses, calculate the Settlement Awards, prepare declarations regarding the settlement administration, establish an interest-bearing Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code, issue the Notice and Settlement Awards, conduct skip-tracing prior to sending any Settlement Awards, void uncashed Settlement Awards, provide weekly status reports, calculate the employer share of payroll taxes, issue tax documents, and prepare and provide to all Defendants' Counsel a list of Participating Collective Members and copies of all Check Opt-In Forms. The Settlement Administrator shall furnish its own Employer ID Number (or such other Employer ID Number that is established for the Qualified Settlement Fund) and calculate all payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendants. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

a. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement. The fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of the Settlement Administrator's duties and functions as described in this Agreement will be paid by Defendants but shall not exceed \$16,402 and shall not be paid from the Wage Settlement Amount.

b. The Settlement Administrator shall establish a toll-free telephone number and an email address to receive questions, inquiries and disputes from Settlement Collective Members. The Settlement Administrator shall maintain a website (which shall be approved by the Parties) that has links to the Settlement Notice, Approval Motion, and any other documents in the case, the date of the approval hearing (if applicable) submit disputes and/or any additional information the Parties shall mutually agree is necessary to effectuate the Settlement. Such website shall be password protected with the information to access the website listed on the Settlement Notice provided to Settlement Collective Members. Neither any Party nor the Settlement Administrator will pay for search optimization.

18. **Settlement Collective Data.** Defendants shall provide the Settlement Administrator, by the Effective Date, with a Microsoft Excel file containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), total number of Workweeks, total number of Workweeks with four (4) or more days per week during the Relevant Time Period, and Social Security Numbers or tax ID for all Settlement Collective Members (the "Settlement Collective Data"). The Settlement Administrator shall provide Plaintiffs' Counsel with the Settlement Collective Data, including names but without the associated contact information.

19. **Calculations.** Within ten (10) business days of receiving the Settlement Collective Data, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' Counsel final Settlement Awards for each Settlement Collective Member, which shall be calculated pursuant to the objective formula set forth in Section VII. Plaintiffs' Counsel and Defendants' Counsel shall review and approve (or otherwise raise any concerns with) the Settlement Administrator's calculation of the Settlement Awards within five (5) business days of their receipt of the Settlement Awards.

20. **Mailing of Notice and Settlement Awards.** Within five (5) business days of final Settlement Awards approved by the Parties and receipt of funding, the Settlement Administrator shall mail all Settlement Awards to Settlement Collective Members along with the Notice. The Settlement Awards shall be reflected on checks with the release language contained in Paragraph 28 printed on the back. Prior to mailing the Notice and Settlement Awards, the Settlement Administrator will conduct a search of the United States Postal Service's National Change of Address database, to locate updated addresses and update addresses for Settlement Collective Members. The Settlement Administrator shall send the Notice and Settlement Awards to each Settlement Collective Member by First Class U.S. Mail). Any Notice and Settlement Award returned to the Settlement Administrator at any time within the Check-Cashing Period as non-deliverable with an updated mailing address affixed shall be re-mailed by the Settlement Administrator, within three (3) business days, by First Class U.S. Mail to the forwarding address affixed thereto. If a Notice and Settlement Award is returned within the Check-Cashing Period as

non-deliverable without a forwarding address affixed thereto, within three (3) business days, the Settlement Administrator shall attempt to locate a current mailing address for the Settlement Collective Member by skip-tracing using the Settlement Collective Member's provided Social Security Number and shall re-mail the Notice and Settlement Award to the updated address identified. If no current address can be located, the Notice and Settlement Award for that individual will be deemed undeliverable.

21. **Proof of Mailing.** The Settlement Administrator shall keep a record of the postmark mailing dates for all initial mailing and re-mailings of the Notice and Settlement Awards and keep track of all undelivered mailings. The Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice and Settlement Award to Plaintiffs' Counsel and Defendants' Counsel. The Settlement Administrator shall provide a written certification of payments to counsel for the Parties within three (3) calendar days of mailing.

22. **Increase in Workweeks.** The parties exchanged data and information prior to the mediation, identifying a total of 52,435 workweeks worked by the Proposed Settlement Collective during the Settlement Period (hereinafter "Workweeks"). Plaintiff relied on this data in negotiating the Settlement. In the event that the final total number of Workweeks increases by more than 15%, or 7,865 Workweeks, then, at their option, Defendants may elect to either (1) end the Settlement Period on the date on which the number of Workweeks does not increase by more than 7,865 Workweeks or (2) increase the Wage Settlement Amount by the percentage in excess of 15% (i.e., if the Workweeks increase by 16% then the Wage Settlement Amount shall be increased by 1%). If Defendants elect to end the Settlement Period on the date when the number of Workweeks does not increase by more than 7,865 Workweeks, the time period for the release applicable to the Proposed Settlement Collective Members will end when the number of Workweeks does not increase by more than 7,865 Workweeks.

VI. SETTLEMENT FUNDS

23. **Amount to be Paid by Defendants.** Subject to approval of this Settlement, Defendants agree to pay the Wage Settlement Amount, the Attorneys' Fees and Costs Payment and will separately fund the employer's share of payroll taxes, and Settlement Administration Costs.

24. **Deposit.** The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the Settlement, into which the Wage Settlement Amount, the Fees & Costs Settlement Amount, the Settlement Administration Costs, and an estimated amount necessary to fund the employer share of payroll taxes will be deposited. All interest or other economic benefits derived from the QSF at the time of calculation of the Settlement Awards shall be included in the definition of the Wage Settlement Amount and shall not be used to provide benefits or income to any third parties. The Settlement Administrator shall provide Defendants with all necessary documentation and wire transfer instructions for the QSF. Within thirty (30) calendar days after the Effective Date, Defendants shall electronically transfer the funds to the Qualified Settlement Fund. All interest or other economic benefits derived from the QSF shall not be used to provide benefits or income to any third parties

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

26. **Payments.** Subject to the Court's approval, the following amounts shall be paid by the Settlement Administrator:

a. **Settlement Administration Costs.** Settlement Administration Costs shall not exceed \$16,402. If, for any reason, Defendants agree to pay Settlement Administration Costs in excess of \$16,402, such additional amount shall not be paid from the Wage Settlement Amount but shall be paid by Defendants. The Settlement Administrator will distribute to itself the sum for payment of Settlement Administration Costs approved by the Court within forty-five (45) days after the Effective Date.

b. **Fee and Costs Settlement Amount.** Subject to the Court's approval, Plaintiffs' Counsel shall receive Fees and Costs Settlement Amount, which will compensate Plaintiffs' Counsel for all work performed in the Action as of the date of this Settlement as well as all of the work remaining to be performed in the Action. The Fees and Costs Settlement Amount was separately negotiated. The substance of Plaintiffs' Counsel's request for the Fees and Costs Settlement Amount will be considered by the Court separately from the Court's consideration of fairness and reasonableness of the settlement of the Action, and the outcome of any determination the Court makes as to Plaintiffs' Counsel's request for attorneys' fees and costs shall not terminate this Agreement. The Settlement Administrator shall issue IRS Form 1099-MISC to Plaintiffs' Counsel for the entire amount of the Attorneys' Fees and Costs. Plaintiffs' Counsel shall be solely and legally responsible for paying any and all applicable taxes on the payment made to them. The Settlement Administrator will distribute payment to Plaintiffs' Counsel of Attorneys' Fees and Costs approved by the Court within forty-five (45) days after the Effective Date or as soon as reasonably practicable after the deposit into the QSF.

c. **Reserve Fund.** The Settlement Administrator shall set aside Five Thousand Dollars and Zero Cents (\$5,000.00) of the QSF from the Wage Settlement Amount as a Reserve Fund (the "Reserve Fund") for the purpose of preserving these funds to account for disputed, belated, or unexpected payments to Settlement Collective Members. Settlement Collective Members may contact the Settlement Administrator with questions regarding their settlement shares. There is a rebuttable presumption that Defendants' records are correct, but Settlement Collective Members may, should they disagree with Defendants' records, provide documentation to show contrary information by no later than ten (10) business days prior to the conclusion of the First Check-Cashing Period. Such a dispute shall be directed to the Settlement Administrator, who will notify all Counsel of the dispute and promptly provide Counsel with a copy of the records provided by the Settlement Collective Member. Counsel will work cooperatively to promptly resolve all disputes. All disputes arising under this paragraph must be resolved and reported no later than the close of the First Check-Cashing Period and any disputes not resolved to the satisfaction of all Counsel may be presented to the Court prior to that date. Any funds from the Reserve Fund will be included in the Second Distribution.

VII. CALCULATION OF SETTLEMENT PROCEEDS

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

28. **All Settlement Collective 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 Settlement Collective Members as follows:

a. The amount of \$50 per Settlement Collective Member will be allocated to each Settlement Collective Member prior to the determination of *pro rata* individual settlement shares and allocated to each Settlement Collective Member so that each Settlement Collective Member receives at least \$50 in exchange for his or her release in this Settlement.

b. In addition to the \$50 payment set out in (a) above, Settlement Collective Members shall receive a *pro rata* portion of the Settlement Amount as follows: for each Workweek during which the Settlement Collective Member worked four (4) or more days per week during the Relevant Time Period, the Settlement Collective Member shall receive one (1) settlement share.

c. The total number of settlement shares for all Settlement Collective Members will be added together and the resulting sum will be divided by the Net Settlement Amount. The value per settlement share will then be multiplied by each Settlement Collective Member's number of settlement shares (and added to the \$50 payment) to determine the Settlement Collective Member's Settlement Award payable from the Net Settlement Amount.

29. The Settlement Awards of the Net Settlement Amount will be allocated as 50% non-wages (to be reported on IRS Form 1099-MISC) and 50% as wages (to be reported on IRS Form W-2). Defendants also agree to separately fund the employer share of payroll taxes separately from the Wage Settlement Amount. The Settlement Administrator will issue IRS Form 1099-MISC and IRS Form W-2 to each Settlement Collective Member for these payments.

VIII. DISTRIBUTION

30. **Distribution of Settlement Awards.** The Settlement Administrator shall distribute the Notice and Settlement Awards within forty-five (45) calendar days after the Effective Date or as soon as reasonably practicable after the deposit of into the QSF. The Settlement Administrator shall then provide written certification of mailing to Plaintiffs' Counsel and Defendants' Counsel.

All Settlement Award checks shall remain valid and negotiable for the duration of the First Check-Cashing Period. The Settlement Administrator shall send a reminder letter via U.S. mail and email (to the extent email addresses are available) to those who have not yet cashed their Settlement Award 60 days after distribution, and the Settlement Administrator will call and/or email those (to the extent phone numbers and email addresses are available) who have still not cashed their Settlement Award to remind them to do so within the last 60 days of the First Check-Cashing Period. After the close of the First Check-Cashing Period, the Settlement Award checks will be automatically cancelled. The sum value of all expired checks will be tallied by the Settlement Administrator. The funds remaining and associated with canceled Settlement Award checks will be reallocated on a *pro rata* basis to all Proposed Settlement Collective Members who cashed their checks in the initial distribution. After the second check cashing period, which shall

be 90 days, the amount of any uncashed checks will be tallied by the Settlement Administrator and returned to Defendants, along with the interest earned thereon and any overpayment by Defendants into the QSF of estimated employment share of payroll taxes.

IX. SCHEDULE FOR SEEKING APPROVAL

31. The Parties agree to the following procedures for obtaining the Court's Order, and processing all benefits provided under this Settlement:

a. **Filing Complaint and Request for Approval.** Within fourteen (14) days of executing this Agreement, Plaintiff will file the Action in the Court. Plaintiffs' Counsel shall file an agreed upon Complaint in Palm Beach County, Florida, accompanied by a Motion for Approval with the Court. Defendants will not oppose the Approval Motion. The Parties agree to share a copy of all documents to be filed at least ten (10) days before filing them. The Parties will discuss in good faith any edits. The Parties shall jointly prepare and file a proposed approval order. All Parties agree to work diligently and cooperatively to present this Settlement to the Court for approval.

b. **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.

X. MISCELLANEOUS PROVISIONS

32. **Non-Admission of Liability.** By entering into this Settlement, Defendants, on behalf of themselves, and all Releasees, deny any liability for any of the claims in the Action as well as any potential or unknown claims based on alleged wage and hour violations under state or federal law. Defendants specifically deny that they or any of the Releasees has engaged in any unlawful or wrongful conduct against Plaintiffs or the Settlement Collective Members. Amazon specifically denies that it is or ever was a joint employer of DSP Defendant's employees. Defendants further contend that, for purposes other than settlement, the Action is not appropriate for collective action treatment.

33. **Tax Treatment and Tax Indemnification.** Defendants, Defendants' Counsel, Plaintiff, and Plaintiffs' Counsel are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement. Settlement Collective Members will be responsible for correctly characterizing the Settlement Award for tax purposes and paying taxes due, if any.

34. **Mutual Full Cooperation.** Plaintiff, Defendants, Plaintiffs' Counsel, and Defendants' Counsel agree to fully cooperate with each other and the Settlement Administrator to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

35. **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.

36. **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 Fla. R. Gen. Prac. & Jud. Admin. 2.514), such time period shall be continued to the following business day. The term “days” shall mean calendar days unless otherwise noted.

37. **Parties’ Authority.** The signatories hereto represent that they are fully authorized to enter into this Settlement and are fully authorized to bind Plaintiff, Settlement Collective Members, and Defendants to all terms stated herein.

38. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to Florida law.

39. **Binding Nature of the Settlement.**

a. This Settlement shall be binding upon, and inure to the benefit of Plaintiff, Defendants, Settlement Collective Members, and the successors or assigns of the Releasees. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, or encumbered, any of the claims being released by way of the Settlement.

b. This Settlement shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. Notwithstanding the foregoing, this Settlement may not be admitted into evidence or used in any proceeding except an action, motion or proceeding to approve, interpret or enforce the terms of this Settlement.

40. **Amendment or Modification.** Before this Agreement has been submitted to the Court in connection with seeking approval of the Settlement, it may not be changed, altered, or modified, except in a writing signed by Plaintiff’s Counsel and Defendants’ Counsel. After this Agreement has been submitted to the Court in connection with seeking approval of the Settlement, this Agreement may be amended or modified only by a written instrument signed by counsel for all parties or their successors in interest and subject to Court approval. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties and approved by the Court.

41. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not 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 or otherwise.

42. **Joint Drafting of Settlement Documents.** Plaintiffs' Counsel and Defendants' Counsel have arrived at this Settlement as a result of a series of informed and arm's-length negotiations, taking into account all relevant factors, present and potential. This Settlement has been drafted jointly by Plaintiffs' Counsel and Defendants' Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

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

44. **Use of Documents.** Plaintiff and Plaintiffs' Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the Settlement of this Action.

45. **Severability.** Should any provision of this Settlement 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.

46. **Execution of the Settlement.** This Settlement may be executed in one or more counterparts and by facsimile and electronic means. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

47. **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 Participating Collective Members' claims released by the provisions of this Settlement shall be dismissed without prejudice upon Approval, to be converted to a dismissal with prejudice five (5) days following the end of the Second Check-Cashing Period.

48. **Public Comment.** Prior to the filing of the approval motion, the Parties agree not to disclose the terms of this Settlement except in papers filed to seek approval, except for any disclosures agreed to by the Parties as necessary to effectuate the Settlement Agreement. Before or after approval, Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website (other than information

directed to Proposed Settlement Collective Members regarding the approval and the settlement website established by the Settlement Administrator), or otherwise publicize the Settlement. However, nothing about this paragraph shall restrict Plaintiff's Counsel from citing to or referencing the settlement in filings, as necessary, including for purposes of seeking approval of the Settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the forum in which approval is sought. Nothing in this provision will affect the ability of Plaintiff's Counsel to carry out their duties consistent with and as required by any other provision in the Settlement Agreement or by the Court or affect Plaintiff's Counsel's attorney-client communications with Plaintiff.

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

50. **Disputes.** In the event of any disputes arising out of or relating to this Settlement between the Parties, including if the Parties are unable to reach resolution on the form or content of any document needed to implement this Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of Dennis Clifford in mediation. The Parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred for the additional mediation.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Collective Action Settlement and Release Agreement:

IT IS SO AGREED:

Dated: 02/18/2026, 2026

PLAINTIFF



ASHLEY FERGUSON

Dated: February 25, 2026

DEFENDANT

DocuSigned by:



AMAZON LOGISTICS, INC.
0AC4AA6BEE2D4A8...

By: Zane Brown

Its: Authorized Representative

Dated: February 25, 2026

DEFENDANT

DocuSigned by:

Zane Brown

AMAZON.COM SEP 04 14:06:52 2018

By: Zane Brown

Its: Authorized Representative

APPROVED AS TO FORM:

02/18/2026
Dated: _____, 2026

LICHTEN & LISS-RIORDAN, P.C.

By: *Sarah Schalman-Bergen*
Sarah Schalman-Bergen
Krysten Connon
Attorneys for Plaintiffs

02/18/2026
Dated: _____, 2026

BERGER MONTAGUE PC

By: *Alexandra K. Piazza*
Alexandra K. Piazza
Michaela L. Wallin
Attorneys for Plaintiffs

02/19/2026
Dated: _____, 2026

WILLIG WILLIAMS & DAVIDSON

By: *Ryan Allen Hancock*
Ryan Hancock
Attorneys for Plaintiffs

2/20/2026
Dated: _____, 2026

SEYFARTH SHAW LLP

By: *Kristin McGurn*
Kristin McGurn
Alison Silveira

Attorneys for Defendants Amazon Logistics, Inc.
and Amazon.com Services LLC

EXHIBIT A

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA**

<p>ASHLEY FERGUSON, on behalf of herself and others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>EXPRESS PARCEL SERVICE, LLC, AMAZON LOGISTICS, INC., and AMAZON.COM SERVICES LLC</p> <p style="text-align: center;">Defendants.</p>	<p>Civil Action No. _____</p>
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NOTICE OF COLLECTIVE ACTION SETTLEMENT

TO: NAME _____ Settlement Website: _____
ADDRESS _____
ADDRESS _____

This Notice of Collective Action Settlement is authorized by _____.
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 Express Parcel Service, LLC (“EXP” or “Express Parcel”) and/or Amazon Logistics, Inc. and Amazon.com Services LLC (together, “Amazon”) show you performed work as a Delivery Associate and were paid by EXP to deliver packages to customers of Amazon in the United States during the Relevant Time Period (“Settlement Collective Members”).

The Relevant Time Period is defined as from March 29, 2017 and April 12, 2020.

The parties to the lawsuit agreed to a binding settlement of this action, which alleges that Settlement Collective Members should have been paid for all hours worked, including overtime compensation when they worked more than forty (40) hours per week. On, [Date], the Court 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 Action About?

This Action alleges that individuals who work or have worked as Delivery Associates and who were paid by EXP to deliver packages to customers of Amazon 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 EXP (together, “Defendants”) deny that these individuals were not paid 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 Action. Amazon specifically denies that it is the employer or joint employer of Delivery Associates. The Court has not made a decision on the merits of the allegations.

3. How Is My Settlement Award Calculated?

Under the terms of the Settlement Agreement, Defendants have agreed to pay Nine Hundred Five Thousand Dollars and Zero Cents (\$905,000.00) (the “Wage Settlement Amount”). This amount has been divided into monetary Settlement Awards to the Settlement Collective Members

Your Settlement Award check is enclosed. Please note that your check is valid and negotiable for 180 days and will automatically expire on [DATE]. 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 in a second award to any Settlement Collective Members who cashed their Settlement Award. After the Second period, any money from Settlement Awards will be sent back to Defendants.

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

1. The amount of \$50 per Settlement Collective Member was be allocated to each Settlement Collective Member prior to the determination of *pro rata* individual settlement shares and allocated to each Settlement Collective Member so that each Settlement Collective Member received at least \$50 in exchange for his or her release in this Settlement.
2. In addition to the \$50 payment set out in (a) above, Settlement Collective Members received a *pro rata* portion of the Settlement Amount as follows: For each Workweek during which the Settlement Collective Member worked four (4) or more days per week during the Relevant Time Period, the Settlement Collective Member shall receive one (1) settlement share.
3. The total number of settlement shares for all Settlement Collective Members was added together and the resulting sum divided by the Net Settlement Amount. The value per

settlement share was then multiplied by each Settlement Collective Member's number of settlement shares (and added to the \$50 payment) to determine the Settlement 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 **[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-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 Defendants; 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 EXP, 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 Action based upon the facts alleged in the operative complaint ("Released Claims").

The Release 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 Defendants or the Released Parties.

Defendants 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, Defendants do not waive the right to assert other defenses to those claims regarding timeliness, scope, and/or applicability of exemptions.

4. Can Defendants Retaliate Against Me for Participating in this Action?

No. Your decision as to whether or not to participate in this Action 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 Action. In fact, Defendants encourage you to participate in this Settlement.

5. Who Are The Attorneys Representing Plaintiff And the Settlement Collective?

Plaintiff and the Settlement Collective Members 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
ssb@llrlaw.com
kconnon@llrlaw.com
(267) 256-9973

Alexandra K. Piazza
Michaela L. Wallin
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
apiazza@bergermontague.com
mwallin@bergermontague.com
(215) 875-3033

Ryan Allen Hancock
WILLIG, WILLIAMS, & DAVIDSON
1845 Walnut Street, 24th Floor
Philadelphia, PA 19103
rhancock@wwdlaw.com
(215) 656-3679

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

You do not have to pay the attorneys who represent the Settlement Collective separately. The Parties separately negotiated an attorneys' fee and cost payment to Plaintiffs' Counsel was approved by the Court.

7. 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 Plaintiffs' Counsel listed above. Please refer to the Amazon/ Express Parcel Settlement.

[INSERT]
[INSERT]
[INSERT]

This Notice only summarizes the Action, 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 [INSERT].

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR TO AMAZON OR EXPRESS PARCEL FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION.

EXHIBIT 2

GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims (the “Agreement”) is made and entered into by and between Ashley Ferguson (“Ferguson”) and Amazon Logistics, Inc. and Amazon.com Services LLC (together, “Amazon”) (collectively, “Defendants”), on their own behalf and on behalf of Express Parcel Service, LLC (“EXP” or “Express Parcel”), and each of Defendants’ and EXP’s respective present and former affiliates, divisions, members, 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 (collectively referred to as “Releasees”).

WHEREAS, Ferguson was formerly employed as a Delivery Associate who was paid by Express Parcel to deliver packages to customers of Amazon;

WHEREAS, Ferguson asserted claims for retaliation and unlawful termination during her time working as a Delivery Associate, and further asserted that she might have additional claims against Releasees that arose during the course of the time period when she worked as a Delivery Associate including, but not limited to, claims that would not arise under the Fair Labor Standards Act. These claims are separate and apart from those to be filed in the case styled *Ferguson v. Amazon Logistics, Inc., et al.*, in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida;

WHEREAS, Releasees deny the allegations brought by Ferguson and deny any and all liability or wrongdoing and enter into this Agreement as a compromise to avoid the burden and expense of additional litigation. Amazon specifically denies that it was a joint employer of Ferguson or that it was or would have been responsible for any termination decisions of Ferguson’s employment with Express Parcel;

WHEREAS, this Agreement will become effective when the Court’s approval of the FLSA collective action settlement agreement in the *Ferguson v. Amazon Logistics, Inc., et al.*, action becomes a final, non-appealable order. If the Court does not approve the FLSA collective action settlement agreement, or if the Court’s approval does not become a final, non-appealable order, this Agreement shall not become effective. If this Agreement does not become effective, the parties agree each shall return to their respective positions as existed on the day before this Agreement was executed and this Agreement shall not be used in evidence or argument in any other aspect in this action; and

NOW, THEREFORE, the Parties desire, without any concession or admission of unlawful conduct, liability, fault or wrongdoing, to enter into a complete, final and binding settlement and compromise of all claims, complaints, charges, actions, causes of action or issues that have been raised or could be raised by Ferguson against the Releasees arising out of in any way related to Ferguson’s employment or alleged employment with Releasees and/or any other occurrence up to and including the date Ferguson signs this Agreement), except as expressly excluded below.

1. **Payment and Other Consideration.** In consideration for the promises by Ferguson in this Agreement, Releasees will deliver (or cause to be delivered) to Ferguson's counsel, a check payable to Ferguson for the amount of Twenty Thousand Dollars (\$20,000.00) (the "Settlement Payment") in settlement and as consideration for the release of Ferguson's claims against Releasees. Releasees will provide an IRS 1099 Form to Ferguson with respect to the payment.

The Settlement Payment shall be the full settlement amount of all claims or potential claims held by Ferguson against Releasees, other than those claims that shall be asserted in the *Ferguson Amazon Logistics, Inc., et al.*, action, and shall be payable on the same date that Settlement Awards are paid to Settlement Collective Members pursuant to the FLSA collective action settlement agreement in the *Ferguson v. Amazon Logistics, Inc., et al.*, action.

Ferguson understands and acknowledges that the Settlement Payment referenced above is provided solely in exchange for Ferguson's execution of this Agreement and the releases and terms contained herein, and that Ferguson would not be entitled to any such consideration without executing this Agreement and this Agreement being effectuated in accordance with its terms. Upon receipt of the Settlement Payment referenced herein, Ferguson agrees that Releasees have no further liability or debt owing to Ferguson whatsoever for any reason as this is a complete and final settlement of all possible claims, that arose or could have arisen prior to the date of execution of this Agreement, whether known or unknown, against Releasees and the Released Parties, other than those FLSA claims in the *Ferguson v. Amazon Logistics, Inc., et al.*, action.

2. **Liability for Taxes.** In the event that any taxing body determines that amounts should have been withheld from the Settlement Payment (or from any portion of it) provided for in Paragraph 1 above, Ferguson acknowledges and assumes all responsibility for the payment of the employee's share of any such taxes and agrees to indemnify and hold Releasees harmless from any tax liability arising out of the settlement amounts, payments, and other consideration provided for herein.

3. **Waiver and Release of Claims.** In exchange for the consideration set forth in this Agreement, Ferguson agrees to release and discharge Releasees 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 Ferguson has or may have against the Releasees that arose prior to the date on which she executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Releasees relating to Ferguson's 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, 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, the Florida Civil Rights Act, the Florida AIDS Act, the Florida Wage Discrimination Law, the retaliation provision of Florida Workers Compensation Act (Fla. Stat. Ann. § 440.205), the Florida Fair Housing Act, the Florida Private Sector Whistleblower's Act, the Florida minimum wage and wage payment laws, including any claims under Fla. Stat. Ann §§

440.01, *et seq.* or attorney's fees or costs under Fla. Stat. Ann. § 440.34, Fla. Const. art. X, § 24, the retaliation provision of the Florida False Claims Act (Fla. Stat. Ann. § 68.088), and claims arising under the Florida Constitution, 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, or any claims that were or could have been asserted besides FLSA claims for alleged unpaid wages, overtime compensation, liquidated or other damages, unpaid costs, restitution or other compensation or relief arising under applicable wage and hour laws or in equity.

In addition, Ferguson expressly waives any and all claim against the Releasees and, to the maximum extent permitted by law, releases Releasees from any and all actual or potential actions, claims, causes of action, and damages, known or unknown, arising out of Fikes's employment with any of the Releasees or the termination of that employment under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act.

Ferguson acknowledges she may have claims that are presently unknown based on actions that took place prior to the date she executes this Agreement and that the release contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Releasees, 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. Ferguson agrees that, although she may discover facts in addition to or different from those that are currently known or believed to be true with respect to Ferguson's released claims, it is her intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

Provided, however, that nothing in this Agreement prohibits Ferguson 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, Ferguson may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Ferguson's behalf with the EEOC or state or local fair employment agency.

Ferguson further agrees and acknowledges she has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to her as set forth in this Agreement are related to sexual harassment or sexual abuse.

This General Release shall not apply to FLSA claims that are the subject of the *Ferguson v. Amazon Logistics, Inc., et al.*, action. Ferguson acknowledges and agrees that this waiver and release is an essential and material term of this Agreement and that no settlement could have been reached by the parties without this term.

4. **Non-Admission.** The parties acknowledge that this Agreement does not constitute an admission by Releasees of any liability whatsoever but results solely from the desire to expeditiously resolve disputed issues, and that Releasees denies all allegations of violation of any law, statute, ordinance, regulation, common law, tort or contract.

5. **Use of Agreement in Subsequent Proceedings.** The parties agree that this Agreement may not be used as evidence in any subsequent proceedings of any kind (without the written consent of all other parties) except one in which any party alleges a breach of this Agreement or as otherwise required by law.

6. **Entire Agreement.** Other than the FLSA collective action settlement agreement in the *Ferguson v. Amazon Logistics, Inc., et al.*, action, this Agreement constitutes the complete understanding between the parties and supersedes any and all other agreements, whether written or oral, by both parties. No other promises or agreements, either express or implied, will be binding between the parties unless signed in writing by all parties.

7. **Severability.** The parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. In the event that Paragraph 3 (Waiver and Release of Claims) is found to be invalid or unenforceable, in whole or in part, Releasees shall have the option in its sole discretion to enforce the remaining parts of that Paragraph or to conceal the entire Agreement. In the event Releasees decide to cancel the entire Agreement, the Agreement shall be null and void and none of the consideration shall be owing and if already paid, will be repaid in full by Ferguson.

8. **Signatures.** This Agreement may be signed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which taken together shall constitute the same instrument for the same effect as if all parties had signed the same signature page. An email or other electronic copy of any party's signature shall be deemed as legally binding as an original signature.

9. **Governing Law.** This Agreement is governed by, interpreted and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

10. **Plaintiff's Acknowledgements.** Plaintiff acknowledges:

a. That she has read the terms of this Agreement and understands its terms and effects, including the fact that she has agreed to **RELEASE AND FOREVER DISCHARGE** Defendants and the Released Parties from any legally waivable actions, including but not limited to any and all actions arising out of Plaintiff's employment relationship with Express Parcel, and the termination of that employment relationship;

b. that she has signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which she acknowledges is adequate and satisfactory;

c. that she was offered at least twenty-one (21) days to consider her choice to sign this Agreement;

d. that she has been advised to consult and has consulted with an attorney, concerning this Agreement; and

e. that Plaintiff knows that she can revoke this Settlement within seven (7) days of signing it and that the Settlement does not become effective until that seven (7) day period has passed. To revoke, contact counsel for Defendants Amazon Logistics, Inc. and Amazon.com, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

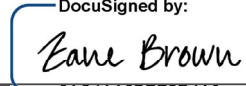
PLAINTIFF:



Ashley Ferguson

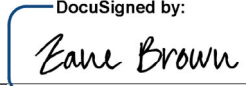
Date: 02/18/2026, 2026

DEFENDANTS:

DocuSigned by:


Amazon Logistics, Inc.
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Date: February 25, 2026

DocuSigned by:


Amazon.com Services LLC
0AC4AA0BEE2D4A8...

Date: February 25, 2026