

IN THE CIRCUIT COURT OF 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

NOTICE OF COLLECTIVE ACTION SETTLEMENT

Settlement Website: www.EXPSettlement.com

*This Notice of Collective Action Settlement is authorized by Judge Scott Kerner.
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 between 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 March 23, 2026, 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 December 7, 2026. 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 **December 7, 2026**.

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
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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.

Amazon/Express Parcel Settlement
c/o Analytics Consulting LLC
PO Box 2002
Chanhassen, MN 55317-2002
Email: EXPSettlement@noticeadministrator.com
Phone: 855-586-8682

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 www.EXPSettlement.com.

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