

<p>In the Matter of the Arbitration Between</p> <p><b>ELISAMUEL BAEZ, on behalf of himself and others similarly situated,</b></p> <p><b>Claimant,</b></p> <p><b>vs.</b></p> <p><b>WDS LOGISTICS, LLC d/b/a NEED IT NOW DELIVERS, AMAZON.COM, INC., and AMAZON LOGISTICS, INC.,</b></p> <p><b>Respondents.</b></p>	<p><b>In Arbitration Before Thomas Gibbons, Arbitrator</b></p>
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## **NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT**

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

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

### **1. Why Should You Read This Notice?**

This Notice of Class and Collective Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt-out”) from the Settlement, or object to the Settlement (if applicable). Arbitrator Thomas Gibbons (“Arbitrator”) has preliminarily approved the Settlement as fair and reasonable. The Arbitrator will hold a Final Approval Hearing on **April 21, 2025 at 10:00 a.m. Central Time** by Zoom at: <https://northwestern.zoom.us/j/94655672825>.<sup>1</sup>

You received this Notice either because the records of WDS Logistics, LLC d/b/a Need It Now Delivers (“WDS”), Amazon.com, Inc. (“Amazon.com”), and/or Amazon Logistics, Inc. (“Amazon Logistics,” and together with “Amazon.com,” “Amazon”) (“Amazon” together with “WDS,” “Respondents”), show you performed work as a Delivery Associate and were paid by WDS or one of its affiliated entities, to the extent such entities provided services to Amazon pursuant to the Delivery Service Partner Program Agreement under which WDS provided such services during the Relevant Time Period (each, a “WDS Affiliate” and collectively, the “WDS Affiliates”), to deliver packages

<sup>1</sup> Capitalized terms used but not defined in this Notice have the meanings given to them in the Settlement Agreement.

to customers of Amazon.com in the United States at any time between February 28, 2016 through September 16, 2018 (“Settlement Class and Collective Members”).

The parties to the lawsuit agreed to a binding settlement of this action, which alleges that Settlement Class and Collective Members should have been paid for all hours worked, including overtime compensation, in addition to their day rate, when they worked more than forty (40) hours per week.

## 2. What is this Lawsuit About?

This lawsuit alleges that individuals who work or have worked as Delivery Associates and who were paid by WDS or a WDS Affiliate to deliver packages to customers of Amazon.com in the United States at any time between February 28, 2016 through September 16, 2018 (“Relevant Time Period”) were not paid for all hours worked, including overtime compensation to which they were entitled under the law. Respondents and Released Parties deny that they failed to pay these individuals the full amount of compensation they were owed, deny any wrongdoing, and deny any and all liability and damages to anyone with respect to the allegations made in the lawsuit. Amazon specifically denies that it is the employer or joint employer of Delivery Associates. The Arbitrator has not made a decision on the merits of the allegations.

## 3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Respondents have agreed to pay Two Million Dollars and Zero Cents (\$2,000,000.00) (the “Gross Settlement Amount”).

The Gross Settlement Amount includes amounts to cover (i) Ten Thousand Dollars (\$10,000.00) in total to Claimant Elisamuel Baez for his service to the Settlement Class and his broader release of claims in favor of Respondents; and (ii) attorneys’ fees and costs for Class Counsel (see below). After deductions of these amounts, what remains of the Gross Settlement Amount shall be divided into monetary Settlement Awards to the Settlement Class and Collective Members calculated under the formula provided below. Under the terms of the proposed settlement, you do not need to do anything to receive a settlement award, and a check (or other form of payment as selected in accordance with this Notice) will be sent to you if the Arbitrator grants final approval to the settlement unless you choose to opt-out of the settlement as described below.

## 4. How Much Can I Expect to Receive if the Settlement is Approved?

Your Settlement Award is calculated based on the records submitted by Respondents. Specifically, the settlement payments are calculated as follows:

The amount of \$50 is allocated to each Settlement Class and Collective Member, so every such person receives at least \$50 in exchange for their release in this Settlement Agreement. In addition to the \$50 payment, each Settlement Class and Collective Member will receive a *pro rata* portion of the applicable Net Settlement Amount, calculated as follows:

- i. For each workweek during which the Settlement Class and Collective Member worked four (4) or more days during the Relevant Time Period, the Settlement Class and Collective Member shall receive one (1) settlement share.
- ii. The total number of settlement shares for all Settlement Class and Collective Members will be added together, and the resulting sum will be divided into the Net Settlement Amount minus the \$50 payments to each Settlement Class and Collective Member to reach a per share dollar figure. That figure will then be multiplied by each Settlement Class and Collective Member’s number of settlement shares to determine the Settlement Class and Collective Member’s Settlement Award.

Your total estimated settlement payment will be based on (x) workweeks of four (4) or more days, as shown in Respondents’ records. Based on the formula above, your minimum estimated Settlement Award would be \$ \_\_\_\_\_. **This amount is an estimate, and your final award may be different than this amount.**

If you have questions about the number of eligible workweeks of your Settlement Award, you may contact the Settlement Administrator at the contact information below and must submit any disputes by **March 22, 2025**.

Fifty percent (50%) of your payment represents back wages, and 50% represents liquidated damages. The Settlement Administrator will issue you an IRS Form W-2 for 50% of this payment and an IRS Form 1099-MISC for the other 50% of this payment. Respondents will pay the employer side taxes separate from the Settlement Award payment. Neither the Settlement Administrator nor the Parties can provide you with any tax advice. You should contact your accountant or tax related advisors for any questions about taxes you may owe on these amounts.

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.**

## 5. What are the Releases?

If the Arbitrator grants final approval of the Settlement, the lawsuit will be dismissed with prejudice against Respondents, and all Settlement Class Members who worked as Delivery Associates in New Jersey and who have not opted out of the Settlement will release Respondents and all Released Parties from any and all claims that were or could have been asserted in the demand for arbitration based on the facts alleged for unpaid wages, overtime compensation, liquidated or other damages, unpaid costs, restitution or other compensation or relief arising under New Jersey wage and hour laws, or state common law claims (including unjust enrichment or quantum meruit) that accrued between February 28, 2016 through September 16, 2018.

With the exception of the Claimant, only Settlement Collective Members who cash or deposit their Settlement Award payment will opt into this lawsuit and will release their Fair Labor Standards Act (“FLSA”) claims as well as claims under Florida, Illinois, Maryland, Wisconsin, and any other applicable state’s wage and hour laws, administrative orders, city ordinances, or state common law claims (including unjust enrichment or quantum meruit) (as applicable to the state in which they worked) against Respondents and all Released Parties that accrued between February 28, 2016 through September 16, 2018. The full text of the releases is contained in the Settlement Agreement and may be obtained from:

WDS/Amazon Settlement  
c/o Analytics Consulting LLC  
P.O. Box 2002  
Chanhassen, MN 55317-2002  
Email: WDSAmazonSettlement@noticeadministrator.com

## 6. What Are My Rights?

- **Do Nothing:** If you do nothing and the Arbitrator grants final approval to the Settlement, you will receive a Settlement Award. You will opt into the Collective Action claims in the action which alleges FLSA violations, and you will release your FLSA claims and claims under any applicable state’s laws if you cash or deposit your Settlement Award. If you do nothing and the Arbitrator grants final approval to the Settlement, and you are a Settlement Class Member, you also will release any New Jersey state law claims, if applicable, as provided for in Section 5 above.

If you wish to participate in the settlement and receive your Settlement Award via PayPal or Venmo instead of check, you may elect to do so by submitting an Election Form on the Settlement Website: [www.WDSAmazonSettlement.com](http://www.WDSAmazonSettlement.com). If you do nothing and do not elect to receive payment via PayPal or Venmo, a check will be mailed to you following final approval of the Settlement.

- **Opt-Out:** If you are a member of the Settlement Class **and worked as a Delivery Associate in New Jersey** and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement (“opt-out”), postmarked by **March 22, 2025**. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.**

- **Object:** If you are a member of the Settlement Class and worked as a Delivery Associate in New Jersey and wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be mailed to:

Sarah R. Schalman-Bergen  
**LICHTEN & LISS-RIORDAN PC**  
 729 Boylston Street, Suite 2000  
 Boston, MA 02116

Stephanie L. Sweitzer  
**MORGAN, LEWIS & BOCKIUS LLP**  
 110 N. Wacker Drive, Suite 2800  
 Chicago, IL 60606

Alan T. Gallanty  
**BARTON LLP**  
 711 Third Avenue, 14th Floor  
 New York, NY 10017

If you submit a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Arbitrator and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Arbitrator and served upon Class Counsel and Respondents' Counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not have opted out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Respondents' counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement.

#### 7. Can Respondents Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Respondents or future work or employment with Respondents. It is unlawful for Respondents to take any adverse action against you as a result of your participation in this Lawsuit. In fact, Respondents encourage you to participate in this Settlement.

#### 8. Who Are The Attorneys Representing Claimant And The Settlement Class?

Claimant and the Settlement Class are represented by the following attorneys:

Sarah R. Schalman-Bergen  
 Krysten Connon  
**LICHTEN & LISS-RIORDAN, P.C.**  
 729 Boylston Street, Suite 2000  
 Boston, MA 02116  
 ssb@llrlaw.com  
 kconnon@llrlaw.com  
 (617) 994-5829

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

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

## **9. How Will the Attorneys for the Settlement Class Be Paid?**

Class Counsel will be paid from the Gross Settlement Amount. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount plus their out-of-pocket costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Class Counsel will file a Motion for Attorneys' Fees and Costs with the Arbitrator. The amount of attorneys' fees and costs awarded will be determined by the Arbitrator at the Final Approval Hearing.

## **10. Who May I Contact If I Have Further Questions?**

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below or Class Counsel listed above. Please refer to the WDS/Amazon Settlement.

WDS/Amazon Settlement  
c/o Analytics Consulting LLC  
P.O. Box 2002  
Chanhassen, MN 55317-2002  
Phone: (855) 708-2557  
Email: [WDSAmazonSettlement@noticeadministrator.com](mailto:WDSAmazonSettlement@noticeadministrator.com)

This Notice only summarizes the lawsuit, the settlement and related matters. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator or at the website: [www.WDSAmazonSettlement.com](http://www.WDSAmazonSettlement.com).

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