

[CLASS MEMBER NAME]

**Van Walker v. WFS Express, Inc.
Superior Court of the State of California, County of Sacramento
Case No.: 34-2020-00285301**

If you are a current or former employee of WFS Express, Inc. (“WFS Express” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

**YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT
FROM THIS CLASS ACTION SETTLEMENT IS \$ _____.**

According to WFS Express’ records, the total number of pay periods that you worked as a non-exempt employee for WFS Express in California between January 1, 2017 through and July 31, 2021 is _____. Based on this number, your individual settlement payment amount is estimated to be \$[_____].

- This lawsuit involves a class defined as: All persons who worked for WFS Express, Inc. in California as a non-exempt employee at any time during the period of January 1, 2017, through July 31, 2021.
- You are receiving this Notice because the records reflect that you may be a class member.
- The settlement resolves a lawsuit in which Plaintiff Van Walker (“Plaintiff”) alleged that WFS Express failed to: (1) pay overtime wages at the regular rate of pay; (2) to provide proper meal and rest breaks; (3) provide accurate wage statements; (4) reimburse business-related expenses; (5) pay reporting time pay; and (6) pay waiting time penalties. WFS Express denies any and all liability as to all claims alleged in this lawsuit. The settlement avoids the costs and risks from continuing the lawsuit, pays money to employees, and releases WFS Express from liability for the alleged violations
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or WFS Express’ defenses.
- You will not be penalized or retaliated against by WFS Express for participating in this settlement. If you are currently employed by WFS Express, your employment will not be affected in any way. Current employees of WFS Express who choose to participate in the settlement will not be required to resign and can continue to work for WFS Express.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Can Do Nothing	<p>You need not take any action if you wish to receive your settlement payment. If the settlement is approved by the Court and you do nothing, you will automatically be mailed a settlement check for your share of the settlement at the address on file with the Settlement Administrator. In exchange for this settlement check, you will release or give up any rights to sue WFS Express separately for the same legal claims that were pled in this lawsuit (see Section 8 for an explanation of the claims you are giving up).</p> <p>If you move, you must notify the Settlement Administrator of your new address.</p>
You Can Exclude Yourself	<p>If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue WFS Express for the same legal claims that are part of this lawsuit. This is the only option that allows you to be part of any other lawsuit against WFS Express asserting the same legal claims that were settled in this case.</p> <p>You cannot ask to be excluded <u>and</u> still get a settlement payment. If you ask to be excluded from the settlement, you cannot object to the settlement.</p>
You Can Object To The Settlement	<p>If you do not agree with the settlement, you can submit a written objection to the settlement according to the procedures described below on page 5. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment.</p> <p>Objecting to the settlement will <u>not</u> exclude you from the settlement.</p>

To opt out or object, you must act by February 10, 2022.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of WFS Express’ non-exempt employees. You have received this notice because WFS Express’ records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on August 5, 2020 on behalf of individuals who are employed or have been employed by WFS Express as non-exempt employees in the State of California. The complaint alleges class and representative claims under the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) against WFS Express for several violations of the California Labor Code and California Business & Professions Code. First, the complaint alleges that WFS Express failed to pay overtime wages at the regular rate of pay. The complaint also alleges that WFS Express failed to provide proper meal and rest breaks. Third, the complaint alleges that WFS Express failed to pay reporting time pay. Additionally, Plaintiff also alleges in this lawsuit that WFS Express failed to reimburse business-related expenses in connection with the use of personal cell phones for work-related purposes.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or WFS Express' defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although WFS Express disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, WFS Express has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Total Settlement Amount is \$950,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$332,500.00
- Litigation Costs: \$20,000.00
- Settlement Administration Costs: \$20,000.00
- Class Representative Service Award to Class Representative: \$10,000.00
- PAGA Payment to the Labor and Workforce Development Agency ("LWDA"): \$30,000.00, representing its share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts, approximately \$537,500.00 is estimated to be available for payment to the class members receiving this notice ("Net Settlement Amount"). These amounts may change and are subject to Court approval.

According to WFS Express' records, the total number of pay periods that you worked as a non-exempt employee for WFS Express in California between January 1, 2017 through and July 31, 2021 (the "Class Period") is _____. Based on this number, your individual settlement payment amount is estimated to be \$[_____].

The actual individual settlement payment amount that you receive could end up being more or less than this amount, depending on the final settlement terms approved by the Court.

If you disagree with the above pay period information and would like someone to look into the matter, please follow the procedure below in Section 6.

All individual settlement payments will be treated as follows: 33 1/3% as wages to be reported by IRS W-2 forms, and 33 1/3% as penalties and 33 1/3% as interest to be reported by IRS 1099 forms. Settlement class members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes due on the individual settlement payments they receive. The tax issues for each settlement class member are unique to that settlement class member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

6. What if I disagree with information or the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods listed above, you can provide documentation and/or explanation to the Settlement Administrator to support your claim of a different number of pay periods. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Facsimile: (949) 209-2503

You must submit such information by **February 10, 2022**. The Settlement Administrator will consult with Class Counsel and WFS Express' Counsel in good faith to determine whether an adjustment to the number of pay periods is warranted. The Settlement Administrator's determination on the amount of pay periods attributed to each settlement class member for purposes of this settlement will be binding on settlement class members. All disputes submitted to the Settlement Administrator, the evidence submitted therewith, and any resolution of those disputes will be filed with the Court. The Court will have the right to review and reverse any decision made by the Settlement Administrator.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement include the claims based on the facts pled in the complaint in this lawsuit, including without limitation, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses. Specifically, the release states as follows:

If finally approved by the Court, each Settlement Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, including a release of all claims that were or reasonably could have been asserted or alleged in the Litigation that accrued during the Settlement Class Period based on the facts pleaded in the operative complaint on file, including: any and all claims and damages arising from any of the facts alleged in Plaintiff's operative complaints for damages, including Defendant's alleged violation of the California Business and Professions Code sections 17200, *et seq.* for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, as well as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendant's alleged unfair business practices stemming from these alleged Labor Code violations. ("Released Claims").

This release also includes a release of all claims for attorneys' fees and costs incurred by settlement class members or by Class Counsel in connection with the lawsuit and the settlement, except as otherwise set forth in the settlement agreement.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by **February 10, 2022**.

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Facsimile: (949) 209-2503

Your letter must include (1) your full name and the last four digits of your Social Security Number; (2) a statement clearly indicating your request to be excluded from the settlement; (3) your signature; and (4) be postmarked or fax stamped on or before **February 10, 2022**.

If your exclusion/opt out request is postmarked or fax stamped after **February 10, 2022**, it will be rejected as untimely, and you will be considered a settlement class member and be bound by the settlement terms and release. Anyone who submits a timely and valid exclusion/opt out request shall not be deemed a settlement class member and will not receive any payment as part of this settlement. Such individuals will keep any right to sue WFS Express separately for the same claims made in this lawsuit.

10. What if I have an objection?

A class member may object to the settlement in writing. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than **February 10, 2022**. For written objections to be valid, you must state (1) your full name, (2) the grounds/basis of your objection; and (3) your signature.

The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment. The Final Approval Hearing will be held in Dept. 53 of the Sacramento County Superior Court, Hall of Justice, located at 813 Sixth Street, 2nd Floor, Sacramento, California on March 9, 2022, at 1:30 p.m. (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

12. What happens next in the case?

The settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 53 of the Sacramento County Superior Court, Hall of Justice, located at 813 Sixth Street, 2nd Floor, Sacramento, California on March 9, 2022, at 1:30 p.m. (Pacific Time), to rule on the objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may telephone Phoenix Settlement Administrators at (800) 523-5773, or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Sacramento County Superior Court, Hall of Justice, 813 Sixth Street, Sacramento, California. You may also review the settlement agreement and settlement documents filed in this case online at no cost through the Settlement Administrator's website at <http://www.phoenixclassaction.com/>.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555.

Please do not telephone the Court, the Office of the Clerk, or WFS Express' counsel for information regarding this settlement.