

**Brian Thomas Ruff, et al. v. Wilson Logistics, Inc.,
Case No. 22CV008614 (Alameda County, California Superior Court)**

**NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

TO: Persons who provided transportation services in California under an independent contractor operating agreement with Wilson Logistics, Inc., between June 26, 2017, to April 28, 2023, and were a resident of the State of California while under contract with Wilson Logistics, Inc., please read this Notice.

A class and collective action lawsuit may affect your legal rights.

A California Superior Court authorized this notice. This is not a solicitation from a lawyer.

- Wilson Logistics, Inc., been sued for alleged violations of the Fair Labor Standards Act for payments under the minimum wage going back to December 21, 2018 (“FLSA claims”); violations of the California Labor Code going back to June 26, 2017; and violation of the California Private Attorneys General Act (“PAGA”) going back to July 23, 2020 (the California Labor Code and PAGA claims, collectively, “California claims”).

By agreement of the parties, the Superior Court for the State of California for the County of Alameda has certified this lawsuit to proceed as a class and collective action.

- You have been identified as a member of the class. Your rights may be affected. And you have choices to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
OPT-IN to FLSA SETTLEMENT	<p align="center">Opt-in to the FLSA settlement. Receive a settlement payment. Give up the right to sue.</p> <p>By filling out the FLSA opt-in form, you will opt-in to the FLSA settlement. This means you would receive \$500 in addition to any money you are entitled to receive from the settlement for the California claims. But you will give up any right to sue Wilson Logistics, Inc., separately about the same legal claims in this lawsuit under the FLSA. To opt-in to the FLSA settlement, you must act before November 28, 2023.</p>
DO NOTHING ELSE	<p align="center">Stay in this lawsuit as to the California claims. Receive a settlement payment. Give up the right to sue.</p> <p>By doing nothing else, you will receive a check for your pro-rata share of the Remaining Net Settlement Amount, after the Class Members who participate in the FLSA settlement are attributed their extra \$500. Although you must affirmatively opt-in to the settlement to receive payment for settling the FLSA claims, you do not have to do anything else to receive payment for the California claims. But you give up any rights to sue Wilson Logistics, Inc., separately about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED	<p align="center">Get out of this lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded, you won’t receive any money. But you keep any rights you otherwise have to sue Wilson Logistics, Inc., separately about the same legal claims in this lawsuit. To ask to be excluded, you must act before November 28, 2023.</p>

BASIC INFORMATION

1. Why did I get this notice?

The records kept by Wilson Logistics, Inc., show that you drove in California under Wilson Logistics’ motor carrier authority during the period from June 26, 2017, through April 28, 2023, and entered into an independent contractor owner operator agreement with Wilson Logistics. The Court has certified a class action lawsuit that may affect you. You have legal rights and options that you may exercise at this time in the lawsuit *Brian Thomas Ruff, et al. v. Wilson Logistics, Inc.*, Case No. 22CV008614, that is pending in the Superior Court for the State of California for the County of Alameda.

2. What is a class and collective action and who is involved?

In a class and collective action lawsuit, one or more people called “Class and Collective Representatives” (in this case Brian Thomas Ruff) sue on behalf of other people who have similar claims. The people together are a “Class” or a “Collective.” The Class and Collective Representatives who sue—and all the Class and Collective Members like them—are called Plaintiffs. The entity they sued (in this case Wilson Logistics, Inc.) is called the Defendant. One court resolves the issues for everyone who does not exclude themselves, or, in the case of the FLSA Collective, for those who opt-in.

3. Why is this lawsuit a class and collective action?

To facilitate the settlement reached between the parties and for purposes of the settlement only, the Court has preliminarily decided that this lawsuit can proceed as a class and collective action because it meets the requirements of California Code of Civil Procedure §382, which governs class actions, and 29 U.S.C. § 216, which governs FLSA collective actions. Specifically, the Court found that there are a sufficient number of people who were subject to the alleged employment policies at issue in this case, that there are legal questions common to each of them, that the Class and Collective Representative will fairly and adequately represent the Classes’ interests; and that this class and collective action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

Plaintiff claims that Defendant violated the FLSA, the California Labor Code, and the California Business and Professions Code, and that Plaintiff is entitled to seek penalties under PAGA for the California Labor Code violations. Plaintiff alleges Wilson Logistics, Inc., misclassified its drivers as independent contractors; at times paid drivers less than the minimum wage; failed to pay drivers for all hours worked; failed to provide uninterrupted meal and rest breaks; failed to pay for rest breaks drivers took; failed to reimburse drivers for business-related use of their personal cell phones, unlawfully took deductions from wages; failed to provide accurate, itemized wage statements; and failed to pay all wages owed at the time drivers' contracts terminated.

5. What is the Plaintiff asking for?

Plaintiff's claims are under the FLSA, the California Labor Code, the California Business and Professions Code, and PAGA. Under those laws, plaintiffs may seek to recover unpaid wages, liquidated statutory damages, statutory penalties, and other economic losses, and civil penalties. Plaintiff is also asking for his reasonable attorney's fees and the costs of the lawsuit to be paid by Defendant.

6. What is the position of Defendant?

Defendant contends its policies were lawful, all drivers were properly classified as independent contractors and compensated correctly under their contract(s) with Defendant. Further, Defendant denies that it violated the FLSA, the California Labor Code, the California Business and Professions Code, or any other California law, and it denies that penalties are appropriate under PAGA.

7. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. The Class and Collective Representative and Class Counsel think the settlement is in the best interest of the Classes.

8. Is there any money available from the settlement?

To settle this case, Defendant has agreed to pay a total of \$1,250,000.00 ("Gross Settlement Amount") inclusive of all alleged unpaid wages, earnings or other injuries, liquidated damages, actual damages, statutory damages, restitution, penalties, interest, costs and attorney's fees. All members of the Class who participate in the FLSA settlement by affirmatively opting in will receive \$500. All members of the Class who do not opt-out of the California Class will receive an amount calculated based on the number of weeks worked during the relevant time period. Based on Defendant's records, you are expected to receive an allocation based on «Total_Weeks» total weeks worked during the period between June 26, 2017, through April 28, 2023.

9. What if I disagree with the number of weeks worked shown above?

If you dispute the number of weeks worked as shown on this Notice, you may produce evidence of the number of workweeks you think you are entitled to and mail it to the settlement administrator postmarked on or before November 28, 2023, to: Phoenix Settlement administrators, P.O. Box 7208, Orange, CA 92863.

The settlement administrator will notify you of the decision on any dispute of weeks worked.

10. How will taxes be handled on the money?

For tax purposes, settlement payments will be paid without withholding and will be reported to the IRS on an IRS Form 1099 under the payee's name and social security number, or tax identification number previously provided to Defendant. You will be responsible for paying any income taxes required on the payment you receive.

YOUR RIGHTS AND OPTIONS**11. How do I opt-in to the FLSA settlement?**

If you drove for Defendant in California after December 21, 2018, entered into an independent contractor operating agreement with Wilson Logistics, Inc., were classified as an independent contractor, and were a California resident, you may opt-in to the FLSA settlement by completing the enclosed opt-in form. You will then be entitled to an additional \$500 from the settlement proceeds in this case. By opting in, you will agree to be bound by the settlement agreement and to release any claims you may have against Defendant under the FLSA.

To opt-in to the FLSA portion of the settlement, you must mail a completed opt-in form to the settlement administrator postmarked on or before November 28, 2023, to: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

12. What happens if I do nothing at all?

If the Court issues final approval of the settlement, you will receive a check for your respective settlement amount, though not an additional \$500 based on FLSA claims unless you opt-in. You will also be bound by any orders the Court issues in this case, and you will be forever barred from suing Wilson Logistics, Inc., for the conduct at issue during the time periods at issue in this lawsuit, other than claims under the FLSA.

13. Why would I ask to be excluded?

If you already have your own lawsuit against Defendant about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment in this case. If you start your own lawsuit against Defendant after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Defendant you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

14. How do I ask the Court to exclude me in this case?

To ask to be excluded, you must send an "Opt-Out Request" in the form of a letter sent by mail, stating that you want to be excluded from this case. Be sure to include your name, address, telephone number, the last four digits of your social security number or EIN number and sign the letter. You must mail your Opt-Out Request postmarked on or before November 28, 2023, to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

RELEASE OF CLAIMS**15. What claims am I releasing?**

Upon the date the settlement becomes effective ("Effective Date"), any class member who does not timely provide an Opt-Out Request will release Defendant, and all its present and former officers, directors, shareholder, agents, employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related companies, successors, and assigns (collectively, the released parties) from:

- All wage and hour claims under federal and state law that were brought or could have been brought in this Action based on the facts alleged in the First Amended Complaint, and any amendments thereto, including claims under the California Labor Code for unpaid minimum wages, unlawful deductions from wages, unreimbursed business expenses, failure to provide meal and rest breaks, unpaid rest breaks, derivative claims under California Labor Code §§ 203, 204 and 226 or any similar section, failure to keep records, and penalties under PAGA.
- For individuals who opt-in to the FLSA settlement, the released claims also include any and all claims, known or unknown, under the FLSA, 29 U.S.C. §§ 206, *et seq.*, that were pled or could have been pled based on the factual allegations of the Complaint.

THE LAWYERS AND PLAINTIFF REPRESENTING YOU**16. Do I have a lawyer in this case?**

The Court decided that the law firm of Lebe Law, APLC, is qualified to represent you and all Class Members. The law firm is called "Class Counsel." More information about the law firm is available at www.lebelaw.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

18. How will Class Counsel and Plaintiff be paid?

Class Counsel will ask the Court for attorney's fees up to 33 1/3% of the settlement as well as their reasonable costs, and a payment of \$15,000.00 as an enhancement award to the Class and Collective Representative. Defendant has agreed not to oppose these requests. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT**19. How do I tell the Court that I don't like the settlement?**

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it either in writing, or orally at the Final Settlement Approval and Fairness Hearing. If you properly present your objection, then the Court will consider your views. Any such written objection must be filed by mailing the objection to these three different places on or before November 28, 2023.

Clerk of the Court
California Superior Court—
County of Alameda
1221 Oak Street, Dept. 16
Oakland, CA 94612

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Zachary Gershman
Lebe Law, APLC
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Scopelitis, Garvin, Light,
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10 W. Market St., Suite 1400
Indianapolis, IN 46204

The written objection must set forth: (i) your full name, current address, and telephone number; (ii) a statement of each objection asserted; (iii) a detailed description of the facts underlying each objection; (iv) if you are represented by counsel, a detailed description of the legal authorities and factual arguments supporting each objection; (v) a statement of whether you intend to appear at the hearing; (vi) a copy of any exhibits which you may offer during the hearing; and (vii) a reference to "*Brian Thomas Ruff, et al. v. Wilson Logistics, Inc.*, Case No. 22CV008614."

Any attorney you may hire for the purpose of making an objection must file his or her Entry of Appearance thirty (30) days before the Final Settlement Approval and Fairness Hearing, on or before November 28, 2023. The Entry of Appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and Defense Counsel in accordance with the California Code of Civil Procedure.

Notwithstanding the above, any Class Member who does not otherwise exclude themselves from the Settlement may also appear at the Final Settlement Approval and Fairness Hearing and voice an oral objection. If written objections are filed, the parties may engage in discovery about the filed objections before the Final Settlement Approval and Fairness Hearing.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL SETTLEMENT APPROVAL AND FAIRNESS HEARING

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Settlement Approval and Fairness Hearing on December 13, 2023, at 2:30 p.m., in the Oakland—Administration Building, 1221 Oak Street, Department 16, Oakland, California 94612. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

23. Are more details available?

This Notice summarizes the proposed settlement. More details are in the Joint Stipulation of Settlement and Release of Claims. You can get a copy of the Stipulation, and also be informed if the Final Settlement and Approval is continued to a later date by accessing the website maintained for this Action by Phoenix Settlement Administrators at: <https://www.phoenixclassaction.com/wilson-logistics/>.

You can also get more information about the settlement by contacting Class Counsel, Jonathan M. Lebe and Zachary Gershman at:

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