

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR KING COUNTY
CASE NO. 16-2-13761-0 SEA

If you have worked as a delivery driver for KASA Delivery, LLC a.k.a. Bite Squad in Washington at any time after June 10, 2013, please carefully read this notice. It may affect your rights.

This is a court-ordered notice. This is not a solicitation from a lawyer.

- Four former delivery driver employees (“Plaintiffs”) have sued KASA Delivery, LLC (“KASA”) based on alleged violations of Seattle and Washington state wage and hour laws.
- The Court has allowed, or “certified,” the lawsuit to proceed as a class action with respect to the claims asserted by Plaintiffs on behalf of delivery drivers employed in the State of Washington who worked at KASA at any time from June 10, 2013.
- However, during and after November 2016, delivery drivers may have become bound by a class action waiver as part of an Arbitration Agreement disseminated by KASA to the drivers. If you are bound by this class action waiver, this will limit your ability to participate or recover in the class action as set forth below:
 - Delivery driver employees that began working at KASA and became bound by the class action waiver at the time of hire during or after November 2016 are excluded from the class.
 - If you worked before November 2016 and you are bound by the November 2016 class action waiver, you are still part of this class. But please be aware that the Court has ruled that this lawsuit cannot seek recovery for damages after the effective date of the Arbitration Agreement with the class action waiver. For further explanation see question 8 below.
- KASA denies the allegations in the lawsuit and maintains that it complied with Seattle and Washington state wage and hour laws at all times.
- The Court has not decided whether KASA did anything wrong. There is no money available at this time and no guarantee that there ever will be. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you will stay in this lawsuit and keep the possibility of getting money or benefits that may come from a trial or a settlement, if any. But, you give up any rights to seek relief from KASA separately about the same legal claims in this lawsuit that are not subject to the class action waiver.</p>
	<p>Get out of this lawsuit. Get no benefits from it. Keep rights.</p>

ASK TO BE EXCLUDED

If you ask to be excluded, you will not be part of this lawsuit and you won't share in any money or benefits that may be awarded later. But, you keep any rights to seek relief against KASA separately about the same legal claims in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must act by **September 22, 2018**.
- Plaintiffs and their lawyers must prove the claims against KASA at a trial. A trial date has been scheduled for January 28, 2019. If money or benefits are obtained as a result of this lawsuit, you will be notified about how to receive a share.
- **Any questions? Read on and visit www.rekhiwolk.com/class-actions/bitesquad.**

BASIC INFORMATION**1. Why did I get this notice?**

KASA's records show that you currently work or previously worked as an employee during the class period (from June 10, 2013 – November 2016) as a delivery driver in the state of Washington.

This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before a trial or a settlement, if any.

The trial is to decide whether the claims being made against KASA, on your behalf, are correct. A judge of the Superior Court of Washington in and for King County has been overseeing this class action. The lawsuit is known as *Weber, et al. v. KASA Delivery, LLC*, Case No. 16-2-13761-0 SEA.

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

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Jessica Weber, Brian Kurth, Kevin Ratliff, and Hanh Le) sue on behalf of other people who have similar claims. The people and the Class Representatives together are called a "Class" or "Class Members." The Class Members are also called the Plaintiffs. The company they sued (in this case KASA Delivery a.k.a. Bite Squad) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. What is this lawsuit about?

The Class Representatives claim KASA has violated Seattle and Washington laws by: (1) failing to pay the minimum wage for Class Members who worked in Seattle, (2) failing to pay Class Members who worked in Seattle required Paid Sick and Safe Time ("PSST"), (3) failing to reasonably reimburse Class Members for vehicle costs, (4) failing to pay Class Members for certain service charges KASA imposed on customers, and (5) failing to ensure that Class Members received the rest breaks to which they are entitled.

KASA denies that it violated Seattle and Washington laws. KASA maintains that its employees were not underpaid for the time they worked, that it did or was not required to pay PSST, that it properly paid for vehicle reimbursement costs, that it did not violate Washington service charge law, and that Class Members received the breaks required by law.

More information about Washington state wage and hour laws and employee rights can be found at the website of the Washington State Department of Labor and Industries, www.lni.wa.gov/WorkplaceRights/. More information about Seattle wage and hour laws may be found at <https://www.seattle.gov/laborstandards/ordinances>.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action with respect to the claims asserted by the Class Representatives because it meets the requirements of Washington State Superior Court Rule 23, which governs class actions in Washington State Superior Court. However, Class Members' claims that are covered by the November 2016 class action waiver are **not included** in this class action and are subject to arbitration. (See Question 8 below).

More information about why the Court is allowing this lawsuit to be a class action is in the Court's Order Granting Plaintiffs' Motion for Class Certification, which is available at www.rekhiwolk.com/class-actions/bitesquad.

THE CLAIMS IN THE LAWSUIT

5. Has the Court decided who is right?

The Court hasn't decided whether KASA or the Class Representatives are correct with respect to the claims mentioned in Question 3 above. By establishing the Class and issuing this notice, the Court is not suggesting that Class Representatives will win or lose this case. They must prove their claims at a trial.

6. What are the Class Representatives asking for?

On behalf of themselves and the Class Members, Plaintiffs seek money damages for the alleged unpaid wages, mileage costs, and service charges, as well as exemplary damages, interest on the money damages, attorneys' fees, and litigation costs.

7. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether KASA did anything wrong, and the two sides have not decided to settle the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to receive a share.

8. How does KASA's Class Action Waiver affect the class action?

Beginning in November 2016, KASA asked its current and new employees to sign an Arbitration Agreement which included a class action waiver. The Court has ruled that KASA's class action waiver prevents those employees who agreed to it from participating in this class action from the time they signed or became bound by the agreement.

The Court ruled that KASA's class action waiver cuts off Class Members' right to recover damages for any claims from the date the Class Members became bound by the agreement going forward. But it does not affect Class Members' right to recover for the damages at issue in this lawsuit prior to that date. If you worked for KASA as a Washington State delivery driver before November 2016, you still may have a claim for damages even if you signed the Arbitration Agreement with the class action waiver.

Any potential claims subject to the class action waiver are **not included** in this class action. If you believe you may have claims against KASA that have occurred during or after November 2016, you may wish to speak with an attorney.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

9. Am I part of this Class?

A Superior Court Judge decided that the following individuals are Class Members: All delivery drivers who were employed by KASA in Washington State at any time from June 10, 2013 through the date they became bound by the class action waiver.

Excluded from the Class are KASA, any entity in which KASA has a controlling interest or which has a controlling interest in KASA, KASA's current and former CEO(s), CFO(s), and Executive Director(s), and KASA's legal representatives, assignees, and successors. Also excluded from the Class are the Judge to whom the case is assigned and any member of the Judge's immediate family.

If you began working for KASA during or after November 2016 and signed the Arbitration Agreement that includes the class action waiver at the time of your hire, you are excluded from the Class.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded, and you have to decide this now.

10. What happens if I do nothing at all?

If you worked as a delivery driver employee in the State of Washington for KASA at any time after June 10, 2013, you are automatically included in the lawsuit, unless you began working during or after November 2016 and signed the Arbitration Agreement that includes the class action waiver at the time of your hire.

If you are a Class Member, you don't have to do anything now if you want to stay in this lawsuit and keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If Class Representatives obtain money or benefits, either as a result of the trial or any settlement (that may or may not be reached), all Class members will be notified about how to obtain or apply for a share.

Keep in mind that if you do nothing now, regardless of whether Plaintiffs prevail at trial, you will be bound by all of the orders the Court issues and judgments the Court makes in this lawsuit.

11. What happens if I ask to be excluded?

You may ask to be excluded from the lawsuit for any reason. You can ask to be excluded if you do not want to be part of this lawsuit against KASA.

If you want to make your own claim for Seattle and/or Washington wage and hour violations from June 10, 2013 to November 2016 against KASA instead of being part of this class action, you need to ask to be excluded from the Class.

If you exclude yourself from the Class—which also means to remove yourself from the Class and is sometimes called “opting out” of the Class—you won't get any money or benefits from this lawsuit even if Class Representatives obtain them as a result of the trial or from any settlement (that may or may not be

reached) between KASA and Plaintiffs. If you do wish to exclude yourself from the Class so that you can file your own claim against KASA, you should be aware that your claim(s) may be subject to a statute of limitations (time limit).

12. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request Form”—a copy of which is included with this Notice—to the Notice Administrator using the contact information set forth below. Additional copies of the Exclusion Request Form are available at the website, www.rekhiwolk.com/class-actions/bitesquad. You may submit the Exclusion Request Form by mail, facsimile, or e-mail by sending it to:

Weber v. KASA Delivery, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

E-mail: WeberVKASA@cptgroup.com
Fax: (949) 419-3446

Any Exclusion Request Form sent by mail must be postmarked by **September 22, 2018**. Exclusion Request Forms sent by facsimile or e-mail must be received by **September 22, 2018**.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that the Seattle, Washington law firm of Rekhi & Wolk, P.S. is qualified to represent you and all Class Members. Together the lawyers are called “Class Counsel.” They are experienced in handling similar cases against other employers. More information about Rekhi & Wolk, P.S., their practices, and their lawyers’ experience is available at www.rekhiwolk.com.

14. Should I get my own lawyer?

If you remain in the Class, 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 retain and potentially pay that lawyer.

Additionally, you are not represented for any potential claims you may have against KASA after you became bound by the class action waiver that was disseminated with the Arbitration Agreement in November 2016. You may wish to contact an attorney to discuss any claims subject to the class action waiver. The Arbitration Agreement does not affect your claims prior to the date you became bound by it. This action may seek recovery for those damages.

15. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they will ask the Court for fees and costs. You won’t have to pay these fees and costs directly. If the Court grants Class Counsel’s request, the fees and costs will be either deducted from any money obtained for the Class or paid separately by KASA.

THE TRIAL

The Court has scheduled trial for January 28, 2019. This date is subject to change.

16. How and when will the Court decide who is right?

As long as the case isn't resolved by a settlement or other decision, Class Counsel will have to prove Plaintiffs' claims at a trial. During the trial, a jury or judge will hear all of the evidence and decide who is right about the claims in the lawsuit. There is no guarantee that Plaintiffs will win or that they will get any money for the Class.

17. Do I have to come to the trial?

Class Members generally do not need to attend the trial. Class Counsel will present the case for the Class, and KASA will present its defenses. However, it is possible that additional testimony from Class Members may be requested, and you may be contacted later in the case. You or your own lawyer may come at your own expense.

18. Will I get money after the trial?

If the Class obtains money or benefits as a result of the trial or any settlement (that may or may not be reached), you will be notified about how to participate. We do not know how long this will take.

GETTING MORE INFORMATION

19. Are more details available?

Visit the website www.rekhiwolk.com/class-actions/bitesquad, where you will find the Court's Order Granting Plaintiffs' Motion for Class Certification and Plaintiffs' Fourth Amended Complaint, and KASA's current Answer to the Complaint. You may also get more information by calling Class Counsel at 206-388-5887 or writing to:

Weber v. KASA Delivery, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Additional information is available at:

www.rekhiwolk.com/class-actions/bitesquad

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