

You may be entitled to benefits under a class action settlement if at any time from June 10, 2013 through November 3, 2016 you have been employed as a delivery driver for KASA Delivery, LLC in the state of Washington and if you did not opt out of the case when you received notice before.

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

- Four former delivery driver employees (“Plaintiffs” or “Class Representatives”) have sued KASA Delivery, LLC (“KASA”) based on alleged violations of Seattle and Washington state wage and hour laws.
- Plaintiffs represent all people whom KASA employed as delivery drivers in the state of Washington at any time from June 10, 2013 through November 3, 2016, who did not opt out of the case when notice was sent in August 2018. Those people are referred to as “the Class Members.”
- The Court presiding over this case has issued a preliminary order approving a settlement that covers the Plaintiffs and Class Members in this case. The Court will decide whether the proposed settlement should be approved.
- KASA has agreed to pay \$550,000 to settle this action with the Class.
- As part of the proposed settlement, KASA does not admit to any wrongdoing and continues to deny the allegations in Plaintiffs’ complaint.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

BASIC INFORMATION

1. Why did I get this notice?

KASA’s records show that you were employed at some point during the class period (from June 10, 2013 through November 3, 2016), as a driver for KASA in the state of Washington.

2. What is this lawsuit about?

Plaintiffs claim KASA violated Seattle and Washington state wage and hour laws. KASA denies Plaintiffs’ claims. The Court previously certified this case as a class action and notice was sent to all eligible delivery drivers in August 2018. All individuals who did not opt out of the class action by the deadline are Class Members in this case.

3. Why is there a settlement?

The Court did not decide in any party’s favor. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members. KASA has not admitted fault or that it violated any laws but it and its attorneys agree that a settlement is in all parties’ best interests at this time to avoid the cost of litigation.

4. What claims are resolved by the settlement?

The settlement will resolve all claims and allegations made on behalf of Class Members against KASA in the complaints filed in the lawsuit regarding KASA’s alleged violation of Seattle’s and Washington’s laws related to employee compensation, including the following claims:

- Failing to pay drivers the minimum wage;

- Failing to compensate drivers for missed rest breaks;
- Failing to properly reimburse drivers for all business expenses paid;
- Failing to properly compensate Seattle drivers for paid sick and safe leave time; and
- Failing to pay drivers tips and service charges.

The settlement will resolve alleged violations that occurred from June 10, 2013 through November 3, 2016. KASA denies Plaintiffs' claims.

5. What are the basic terms of the settlement?

Subject to Court approval, the essential terms of the settlement are as follows:

Gross Settlement Fund: The settlement requires KASA to pay a total of \$550,000 to establish a Gross Settlement Fund. Under the settlement, Class Counsel expects that at least \$295,000 shall be distributed to the Settlement Class Members as compensation for releasing the claims resolved by the settlement as described above, which is a substantial portion of the wages allegedly owed to Class Members as calculated by Class Counsel and their expert based on KASA's records.

Settlement Administrator: The settlement requires JND Legal Administration to act as the Settlement Administrator in accordance with the Settlement Agreement. Plaintiffs will ask the Court to approve the payment of fees, costs, and other charges imposed by the Settlement Administrator from the Gross Settlement Fund in an amount that is not expected to exceed \$10,000.

Class Representative Service Award: Plaintiffs will ask the Court to approve service awards to each Class Representative to compensate them for their time and effort. If approved, the Class Representatives will be paid up to a combined amount of \$10,000 from the Gross Settlement Fund.

Attorney's Fees and Costs: Class Counsel have been working on this case for more than three years but have not received any fees or reimbursements for the costs of the lawsuit. Plaintiffs will ask the Court to approve payment from the Gross Settlement Fund to Class Counsel to reimburse them for out-of-pocket litigation costs and to compensate them for their reasonable attorneys' fees. If approved, Class Counsel will be reimbursed for up to \$235,000 in costs and attorneys' fees. Costs reimbursement will not exceed the actual out-of-pocket costs and expenses of litigation incurred by Class Counsel.

Employer-Side Taxes: The Gross Settlement Fund does not include coverage for any taxes that must be submitted to governing authorities on behalf of KASA for the wage portion of the Class Member payments.

Distribution of Settlement Fund: The Settlement Administrator, JND, will make payments directly to Class Members. If you have recently moved or plan to move within the next 90 days, please provide the Settlement Administrator with an updated address by contacting Class Counsel or the Settlement Administrator. Contact information is provided below.

Tax Treatment of Claim Share Portion of Settlement Payments: Fifty percent (50%) of each Class Member's settlement share will be treated and reported to government taxing authorities as wages and subject to normal employee-side payroll tax withholdings and payments. Fifty percent (50%) of each Class Member's share will be treated and reported to government taxing authorities as non-wage damages and interest on which there will be no tax withholding. Class Members will be responsible for the payment of any taxes that may be due as a result of the non-wage payment. You should consult a tax professional if you have any tax-related questions.

Release of Claims: Upon final approval by the Court, Class Members will dismiss the lawsuit and release KASA and related parties from all claims and allegations that have been or could have been brought against KASA in any of the complaints filed in this lawsuit. This releases KASA for liability related to any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys' fees, costs, expenses, damages, exemplary damages, fines, penalties, and injuries of every kind, nature and description that accrued during the period from June 10, 2013 through November 3, 2016 and that arise out of the facts or circumstances alleged by Plaintiffs in this Action, as more fully described in the Settlement Agreement.

For a full copy of the Settlement Agreement please visit: www.rekhiwolk.com/class-actions/kasa

Dismissal of Action: Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice but will retain jurisdiction to enforce the terms of the settlement. As a Class Member, you will be bound by all terms of the settlement if it is approved by the Court.

6. How can I get a payment?

A payment will be mailed to you at your address on record. Class Members that requested to be excluded from this class action when notice was sent in August 2018 will not receive payment.

The Settlement Administrator shall distribute the Net Class Fund (after subtraction of attorneys' fees and costs, class representative service awards, and settlement administration expenses awarded by the Court) to Class Members *pro rata* based on the Individual Settlement Allocations provided by Class Counsel. The general formula that Class Counsel will use to calculate the Individual Settlement Allocations shall be based on hours worked as provided by KASA's records.

7. When will I get my payment?

The Court will hold a hearing on April 19, 2019 at 9:00 a.m. to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least 30 days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be posted at www.rekhiwolk.com/class-actions/kasa. If there is no appeal, we expect payments will go out within 120 days of the Court's approval of the settlement. Please be patient. You will have 90 days from the date the check is issued to cash it. Unclaimed funds will be distributed to the Legal Foundation of Washington.

8. Do I have a lawyer in this case?

The Court has decided that lawyers from Rekhi & Wolk, P.S. are qualified to represent you and all Class Members and has approved them to do so. Together the lawyers are called "Class Counsel." You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs out of the Gross Settlement Fund in whatever amounts are approved by the Court. If you want your own lawyer, you may hire one at your own expense.

9. What can I do if I don't like the settlement?

If you don't like the settlement, you can choose to object.

If you wish to object: 1) you must do so in a signed writing; 2) you must state the reasons why you think the Court should not approve the settlement; 3) you must state if you intend to appear at the Final Approval hearing and how long you would like to speak; and 4) you must mail your objection to both a) the Settlement Administrator and b) the King County Superior Court Clerk's Office, along with any supporting documentation that you wish the Court to consider. The objection must be received by the Settlement Administrator and the Clerk's Office at the addresses provided below no later than March 11, 2019.

If you send a letter, be sure to include your name, address, telephone number, signature, and name of the case, *Weber, et al. v. KASA Delivery, LLC*, Case No. 16-2-13761-0 SEA. The Court will consider your views. If the settlement is approved, you will still receive a payment under the settlement. If you fail to present objections to the proposed settlement agreement in the manner provided above the Court may deem you have waived any such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the proposed settlement.

The Settlement Administrator is JND Legal Administration. Objections must be mailed to both of the addresses below:

Weber v. KASA Delivery, LLC Settlement Administrator
c/o JND Legal Administration
PO Box 91344
Seattle, WA 98111
Toll Free: 1 (833) 291-1646

King County Superior Court Clerk
516 Third Avenue, Room E-609
Seattle, WA 98104

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

The Court will hold a hearing regarding Final Approval of Class Action Settlement on April 19, 2019 at 9:00 a.m.:

Judge Marshall Ferguson
King County Superior Court
516 3rd Ave
Seattle, WA 98104

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not have to come to the hearing. The date, time, or location of the Final Approval Hearing may be changed without further notice. Please refer to www.rekhiwolk.com/class-actions/kasa for updated information.

11. How do I get more information?

You can contact class counsel. The lawyers representing the Class are:

Rekhi & Wolk, P.S.

By Internet: www.rekhiwolk.com
By Phone: 206-388-5887
By Mail: Rekhi & Wolk, P.S.
529 Warren Ave. N., Suite 201
Seattle, Washington 98109

Please do not contact the Clerk of the Court, the Judge, Defendant, or Defendant's attorneys with inquiries.

12. What is the Contact information for the Settlement Administrator?

JND Legal Administration

By Internet: www.jndla.com
By Phone: Toll Free 1 (833) 291-1646
By Mail: Weber v. KASA Delivery, LLC Settlement Administrator
c/o JND Legal Administration
PO Box 91344
Seattle, WA 98111