

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

### I. Recitals.

A. Introduction. This class action settlement agreement (the "Settlement Agreement") details and finalizes the terms for settlement of class claims set forth between the parties on May 29, 2019. This Settlement Agreement is entered by and among Plaintiff Kevin Snider ("Plaintiff"), individually and on behalf of the members of the proposed settlement class defined herein in Section II.A (the "Settlement Class"), and Defendants Wilson Logistics, Inc. and Jim Palmer Trucking Company ("Defendants"), (collectively, the "Parties"), in the matter of *Snider v. Wilson Logistics, Inc. et al.*, King County Case No. 18-2-19565-9 SEA (the "Action").

B. Purpose. Pursuant to the terms set forth below, Plaintiff and Defendants enter into this Settlement Agreement to bring about a full, complete and final resolution of all claims asserted in the Action against Defendants by Plaintiff and the Settlement Class. The Parties agree to settle the Action as it relates to Defendants pursuant to the provisions of this Settlement Agreement, which are set forth in detail below. Plaintiff and counsel for Plaintiff and the proposed Settlement Class ("Class Counsel") judge the Settlement Agreement to provide fair, reasonable, and adequate relief to the Settlement Class and to be in the best interests of the Settlement Class.

C. Class Certification. Solely for the purposes of this Settlement, the Parties agree that this Action should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

D. Investigation and Due Diligence. The Parties have conducted informal discovery and investigated the facts and the law during their respective prosecution and defense of this Action. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed electronic and time and payroll records, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiff's claims and Defendants' defenses; and (c) amply considered and analyzed their respective claims and defenses.

E. Settlement Negotiations. The Parties began negotiating a possible settlement of the Action on March 26, 2019. Negotiations continued through April and concluded with an agreement of the essential terms on May 29, 2019. All of the Parties' settlement negotiations have been conducted in good faith and at arm's length. Through the Parties' investigations and communications, the Parties have reached a class action settlement of this Action that they believe to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

**II. Settlement Terms.** Subject to approval by the Superior Court, the Parties Stipulate and agree to the following Settlement Terms:

A. The Settlement Class.

This Settlement Agreement is entered into on behalf of the 55 drivers who worked for Defendants while residing in Washington at any time from August 3, 2015 to the date when the Court grants preliminary approval of this Settlement Agreement, and who have been identified by Defendants as proposed Class members in this Action. If any one of these drivers submits a timely exclusion request form as set forth in Section II.I of this Agreement, that driver shall not benefit from nor be bound by the Settlement Agreement.

B. Gross Settlement Amount.

Defendants shall pay a total of \$310,000 pursuant to this Settlement Agreement, excluding any of Defendants' share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes (the "Gross Settlement Amount"). Subject to Court approval, the Gross Settlement Amount includes payments for the following:

1. Awards to the Settlement Class Members (in the aggregate, the "Class Fund");
2. Service Award to the Plaintiff and Proposed Class Representative ("Service Award");
3. Attorneys' Fees and reimbursement of litigation costs to Plaintiff's counsel (Attorneys' Fees and Costs Award"); and
4. Settlement administration expenses ("Settlement Administration Expenses Award").

C. Proposed Awards and Class Fund.

Subject to Court approval, (1) counsel for Plaintiff shall receive an Attorneys' Fees and Costs Award of \$77,500 for prosecuting this Action; (2) the Plaintiff shall receive a Service Award of \$2,000 in recognition of and as consideration for his efforts in representing the Settlement Class; and (3) the settlement administrator shall receive a Settlement Administration Expenses Award of up to \$5,000 for the expenses incurred to administer the Settlement Agreement, as approved by the Court.

The remaining \$225,500 from the Gross Settlement Amount shall be considered the Class Fund and shall be distributed to the Settlement Class Members in accordance with Section II.G.

If the Court awards anything less than the above-identified proposed Award amounts, then the difference between the proposed Award amounts and the amounts actually awarded shall be added to the Class Fund. No portion of the Gross Settlement Amount shall revert to Defendants.

D. Settlement Administrator.

Plaintiff's counsel shall retain Simpluris to act as and effectuate the duties of the Settlement Administrator in accordance with this Settlement Agreement.

E. Effective Date and Settlement Payments.

This Settlement Agreement shall become effective when all of the following events have occurred: (i) this Settlement Agreement has been executed by the Parties and their counsel; (ii) the Court has given preliminary approval to the Settlement, including certification of the Class for Settlement purposes only; (iii) notice has been given to the Class Members, providing them with an opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class, dismissing this case with prejudice, and approving this Stipulation of Settlement; and (v) the effective date has occurred. The effective date of the Settlement ("Effective Date") shall be the later of either (1) the expiration of the time for filing an appeal from the Court's entry of a final judgment order (31 days from Entry of Judgment) or (2) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial approval of the Settlement. No money will be distributed unless and until the Effective Date occurs.

Within ten (10) calendar days of the Effective Date, Defendants shall pay to Plaintiff's Counsel the Attorney's Fees and Costs Award, as approved by the Court.

Within ten (10) calendar days of the Effective Date, Defendants shall pay: (1) the Settlement Administration Expenses Award, as approved by the Court, to the Settlement Administrator, (2) the Service Award amount, as approved by the Court, to be disbursed to Plaintiff by the Settlement Administrator as set forth below, and (3) the Class Fund, as approved by the Court, to an account maintained by the Settlement Administrator be paid to the Settlement Class Members, minus applicable taxes as set forth below.

Defendants shall timely submit their mandatory employer-side payroll taxes arising from the wage portions of the settlement award payments to the necessary governmental entities.

Any payments made to Settlement Class Members shall not be construed as compensation for purposes of determining eligibility for unemployment compensation or any benefits from Defendants, including health and welfare benefits.

G. Distribution of the Settlement Class Proceeds.

Each Settlement Class Member shall be entitled to an individual award from the Class Fund. This individual award shall be the Settlement Class Member's pro rata share of the Class Fund compared to the other Settlement Class Members. Plaintiff's Counsel shall calculate each Settlement Class Member's award based on: (1) whether his or her start date occurred during the Class Period for purposes of the orientation claim, (2) his or her time logged as ODND during the Class Period, (3) his or her work beyond forty hours per week during the Class Period less any overtime actually paid, and (4) the rest breaks to which s/he was entitled during the Class Period.

No later than twenty (20) calendar days after the deadline for exclusion requests, Plaintiff's Counsel shall produce to Defendants and the Settlement Administrator an Excel spreadsheet listing the gross amount of each Settlement Class Member's individual award. Each individual award shall be allocated as 66.7 percent being for payment of non-wage penalties and interest and 33.3 percent being for payment of wages. This allocation shall not apply to the Service Award to the Plaintiff because no part of such award is for the payment of wages.

The Settlement Administrator shall be responsible for reporting all settlement award payments and for forwarding all employee-side mandatory payroll taxes, withholdings, and other deducted amounts associated with the wage portions of settlement award payments to the necessary government entities. The Settlement Administrator shall report the wage portions of settlement award payments on IRS Forms W-2 and shall report the non-wage portions of settlement award payments on IRS Forms 1099 (marked "Other Income").

Subject to Court approval, within twenty-one (21) calendar days of the Effective Date, the Settlement Administrator shall prepare and send two checks (the "Settlement Checks") to each Settlement Class Member: one for the wage portion of the award (after all proper tax withholdings) and one for the non-wage portion of the award (with no tax withholdings). The Settlement Administrator shall also include and send the applicable IRS forms to the Settlement Class Members. The Settlement Administrator will mail the Settlement Checks and applicable tax forms to Settlement Class Members based on the last known addresses provided to or obtained by the Settlement Administrator.

Settlement Class Members shall have 180 calendar days from distribution to cash their Settlement Checks. If a Settlement Check remains uncashed 210 days after the Effective Date, the funds associated with that check shall be deemed unclaimed and

abandoned, and the Settlement Administrator shall promptly request the placement of a stop payment on the check. The funds from each unclaimed and abandoned Settlement Check as well as any associated payroll taxes, withholdings, or other deducted amounts shall be disbursed by the Settlement Administrator to the Legal Foundation of Washington.

Within 230 calendar days of the Effective Date, the Settlement Administrator shall provide the Parties with a final accounting of all disbursements from the Class Fund.

H. Class Notice.

1. The Parties agree to request approval of the form of notice attached hereto as Exhibit A. The fact that the Court may require changes in the form of notice does not invalidate this Settlement Agreement if the changes do not materially affect the substance of the Settlement Agreement.
2. Notice shall be provided as ordered by the Court. The Parties anticipate that the Class Members will receive such notice directly through first class mail using the most recent contact information available. The Settlement Administrator will also host a website with the information in the Class Notice posted for viewing by Class members no later than the Initial Notice Mailing Date, identified below.
3. In preparation for the issuance of notice to the Class Members, Defendants shall produce to the Settlement Administrator in electronic form the Members' last known mailing addresses, and telephone numbers.
4. No later than ten days after the entry of an order granting preliminary approval of this Settlement Agreement, or receipt from Defendants of the last known contact information, the Settlement Administrator shall issue notice to the Class Members in the form and manner approved by the Court. The date on which this notice is sent shall be deemed "the Initial Notice Mailing Date."
5. If a Class Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the Class Notice to that forwarding address. If a Class Notice is returned as undeliverable and

without a forwarding address, the Settlement Administrator will perform one skip trace only, and if it obtains a more recent address, will resend the Class Notice. The Settlement Administrator shall also mail, and email if applicable, a Class Notice to any Class Member who contacts the Settlement Administrator or one of the Parties and requests a Class Notice.

I. Exclusion from Class.

1. Each Class Member who properly submits a timely written request for exclusion shall be excluded from the Settlement Class and shall have no rights under this Settlement Agreement. An exclusion request shall be deemed timely if it is postmarked no later than thirty calendar days after the Initial Notice Mailing Date and received by the Settlement Administrator.
2. An exclusion request must: (i) be in writing; (ii) state the individual's current address; (iii) contain the following statement: "I/we hereby request that I/we be excluded from the proposed settlement class in the case of Snider v. Wilson Logistics, Inc. and Jim Palmer Trucking Company"; (iv) be signed; and (v) be mailed to and received by the Settlement Administrator at the address provided in the Class Notice and postmarked within thirty calendar days from the Initial Notice Mailing Date.
3. No later than forty (40) calendar days after the Initial Notice Mailing Date, Plaintiff's Counsel shall file and serve a declaration from the Settlement Administrator identifying all individuals who have made a timely and valid request for exclusion.
4. Neither Party nor their counsel shall encourage any Class Member to opt-out of the Settlement.

J. Objections to the Settlement Agreement.

1. The notice form sent to Class Members shall inform them of the right to object to this Settlement Agreement. If a person wishes to have the Court consider such an objection, the person (1) must not exclude himself or herself from the Settlement Class and (2) must mail to the Settlement Administrator a written objection, along with any supporting documentation that the person wishes the Court to consider. The objection must be received by the Settlement Administrator at the address provided in the Class Notice and postmarked within thirty calendar days from the Initial

Notice Mailing Date. The Settlement Administrator will submit copies of any such objection to counsel for the Parties within five days of receiving the objection. The Parties shall apprise the Court of any such objections at a formal fairness hearing. If such objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of this Settlement Agreement so long as it is granted final approval by the Court.

2. The Parties shall submit any responses to objections no later than forty (40) calendar days after the Initial Notice Mailing Date.
3. Neither Party nor their counsel shall encourage any member of the Settlement Class to file an objection to this Settlement Agreement.
4. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of this Settlement Agreement or Plaintiff's Counsel's petition for attorneys' fees and costs shall waive and forfeit any and all rights to appear separately or object. All members of the Settlement Class shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

### **III. Release and Liability for Violation or Breach of Agreement.**

As of the Effective Date of this Settlement Agreement, Plaintiff and each and every member of the Settlement Class, individually and as a Settlement Class, for themselves, their spouses, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, the sufficiency of which is acknowledged, will, to the extent permitted by law, fully and finally release Defendants, and all of Defendants' present and former members, officers, managers and employees, and their respective spouses, successors and assigns, from any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys' fees, costs, expenses, damages, exemplary damages, and injuries of every kind, nature and description that accrued during the period from August 3, 2015 to the date when the Court grants preliminary approval of this Settlement Agreement and that directly or indirectly related to, or arose out of, or stemmed from the subject matter of this Action. The released claims include but are not limited to statutory claims under RCW 49.46.130, RCW 49.46.090, RCW 49.46.020, RCW 49.12.020, RCW 49.48.010, RCW 49.48.030, RCW 49.52.050, RCW 49.52.070, WAC 296-128-010, WAC 296-128-012, WAC 296-128-011, WAC 296-128-020, WAC 296-126-040, WAC 296-126-050, and WAC 296-126-092.

**IV. Preliminary and Final Approval Procedures.**

A. No later than fourteen (14) calendar days after the execution of this Settlement Agreement, Plaintiff's Counsel shall file a motion with the Court for a preliminary order approving the Settlement Agreement.

B. The final approval hearing will be held on such date as the Court, in its discretion, may order.

C. No later than twenty-one (21) calendar days the deadline for submitting exclusions and objections to this Settlement Agreement, as set forth above, Plaintiff's Counsel shall file a motion requesting that the Court grant final approval of the Settlement Agreement and enter final judgment as to Defendants in the Action.

D. In the event the Settlement Agreement is not given final approval in all material respects and as set forth in this Settlement Agreement, or the Court's final approval order is reversed on appeal, the Settlement Agreement shall become null and void.

**V. Final Approval Order.**

The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order. The Final Approval Order shall, among other things:

A. Find that the Court has personal jurisdiction over the Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement;

B. Approve the Settlement Agreement as fair, adequate and reasonable, and consistent and in compliance with the applicable provisions of law and direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions;

C. Find that notice substantially in the form of Exhibit A and the notice procedure implemented pursuant to this Agreement: (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to inform Class Members of their right to object to the proposed Settlement Agreement and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of the Washington Rules of Civil Procedure.

D. Dismiss the Action on the merits and with prejudice with respect to Defendants, and awarding attorneys' fees and litigation costs to Plaintiff's Counsel;

E. Incorporate the Release set forth in Section III;

F. Without affecting the finality of the Final Approval Order and Judgment for the purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

G. Incorporate any other provisions as the Court deems necessary and just.

**VI. Miscellaneous Provisions.**

A. No Admission of Wrongdoing. The Parties hereto acknowledge that the execution of this Settlement Agreement and the consummation of the transactions contemplated herein do not constitute any admission of liability by Defendants under state or federal law, whether or not such claims have been pled in the instant action.

B. Dismissal. In connection with the issuance of an order granting final approval of this Settlement Agreement, the Parties shall present the Court with a final order of dismissal with prejudice as to Defendants and request immediate entry of that order.

C. Continuing Jurisdiction. The Superior Court of King County shall have continuing jurisdiction over this Action for the purpose of implementing this Settlement Agreement and all related matters, including preliminary approval of the Settlement Agreement, final approval of the Settlement Agreement, entry of final judgment as to Defendants, and any post-judgment issues.

D. Bankruptcy. Defendants agree they do not intend to and shall not file for bankruptcy prior to the Effective Date of this Agreement.

E. Reasonable Best Efforts. The Parties agree to undertake their reasonable best efforts, including, without limitation, all efforts contemplated herein, to carry out the terms of this Settlement Agreement. In addition to the documents and other matters specifically referenced in the Settlement Agreement, the Parties agree to execute and/or deliver, or cause to be executed and/or delivered, such other documents and/or other materials necessary to carry out the terms and conditions of this Settlement Agreement, as may be reasonably necessary to effect the obligations contemplated by the Settlement Agreement.

F. Amendments/Modifications. Subject to any power of the Court to order a modification, this Settlement Agreement may be amended or modified only by a written instrument signed by each of the Parties and their respective counsel of record.

Amendment and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

G. Construction. The terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties. This Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Settlement Agreement.

H. Counterparts. This Settlement Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

I. Tax Consequences. No opinions concerning the tax consequences of the proposed settlement to individual Settlement Class Members are given by Defendants, Plaintiff, or Plaintiff's Counsel, nor are any representations in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, if any, and the determination thereof, is the sole responsibility of the Class Member, and the tax consequences, if any, depend on the particular circumstances of each individual Settlement Class Member.

J. Governing Law. This Settlement Agreement shall be governed by, and interpreted according to, the law of the State of Washington without regard to its choice of law provisions.

K. Parties Bound. This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, the Settlement Class, and Defendants, and the respective heirs, successors and assigns of each of the foregoing.

L. No Evidence. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the relief provided therein. Further, neither this Settlement Agreement nor any related negotiations, statements, or proceedings shall be construed as, offered as, used as, or deemed to be evidence or an admission or concession by any person of any matter, including but not limited to any liability or wrongdoing on the part of Defendants or as a waiver by it of any applicable defense.

M. Waiver. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior or subsequent to, or contemporaneous with, this Settlement Agreement.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:

DATED: June 20, 2019

WILSON LOGISTICS, INC.

By: Brian J. Smith

Its: General Counsel

DATED: June 20, 2019

JIM PALMER TRUCKING COMPANY

By: Brian J. Smith

Its: General Counsel

6/26/2019

DATED: June 26, 2019

DocuSigned by:  
Kevin Snider  
88AC7A30CABC469...

KEVIN SNIDER  
Plaintiff

Approved as to form:

DATED: June 21, 2019

TERRELL MARSHALL LAW GROUP PLLC

By: Erika Nusser

ERIKA NUSSER  
Counsel for Plaintiff

DATED: June 26, 2019

REKHI & WOLK, P.S.

By: \_\_\_\_\_

GREG WOLK  
Counsel for Plaintiff

DATED: June \_\_\_, 2019

DLA PIPER LLP (US)

By: \_\_\_\_\_

ANTHONY TODARO  
Counsel for Defendants

DATED: June \_\_, 2019

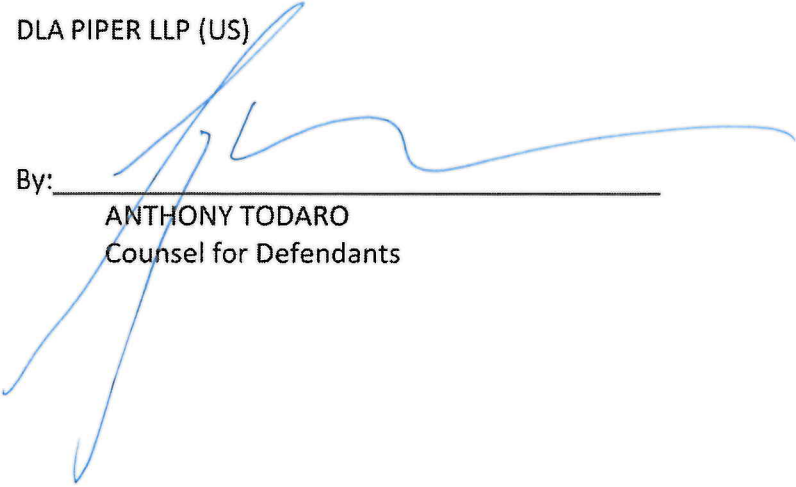
REKHI & WOLK, P.S.

By: \_\_\_\_\_  
GREG WOLK  
Counsel for Plaintiff

DATED: June <sup>26</sup> \_\_, 2019

DLA PIPER LLP (US)

By: \_\_\_\_\_  
ANTHONY TODARO  
Counsel for Defendants



- Exhibit A -

**NOTICE TO CURRENT AND FORMER DRIVERS WHO WORKED FOR  
WILSON LOGISTICS, INC. AND/OR JIM PALMER TRUCKING COMPANY,  
WHILE RESIDING IN WASHINGTON AT ANY TIME FROM  
AUGUST 3, 2015 to [DATE OF PRELIMINARY APPROVAL] ("CLASS MEMBERS")**

- The parties have reached a proposed settlement in the class action lawsuit entitled *Snider v. Wilson Logistics, Inc. et al.*, King County Superior Court Case No. 18-2-19565-9 SEA.
- To settle this action, pursuant to approval by the Court, Wilson Logistics, Inc. and Jim Palmer Trucking Company ("Defendants") will pay a total of \$310,000.
- You are receiving this notice because you have been identified as a Class Member. If approved, the proposed settlement will be binding upon Class Members who do not exclude themselves from the Settlement. Please read this notice carefully to understand your options and legal rights under the settlement.
- **IMPORTANT:** If you do not want to be part of the Settlement, then you will need to send a request to be excluded by [30 days from Initial Notice Mailing Date] as set forth in answer to Question 9 below.

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

You received this notice because you have been identified from existing records as a member of the following class: All current and former drivers who worked for Defendants while residing in Washington at any time from August 3, 2015 through [date of preliminary approval].

**2. What is this lawsuit about?**

Plaintiff Kevin Snider claims Defendants violated Washington State law by failing to pay Washington drivers (1) a minimum wage for time spent in orientation, (2) overtime compensation for hours worked beyond forty in a week, (3) a minimum wage for time spent while "on duty not driving," and (4) for rest breaks. Defendants deny Plaintiff's claims. Plaintiff filed this lawsuit in August 2018 in King County Superior Court.

**3. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement after settlement discussions. This allows the parties to avoid the risks and costs of a trial and entitles the Class Members to receive compensation without undue delay. Plaintiff and his attorneys ("Class Counsel") think the settlement is fair, reasonable, adequate, and in the best interests of the Class Members.

**4. What claims are resolved by the settlement?**

The settlement will resolve all claims that Class Members could have brought against Defendants regarding Defendants' alleged failure to pay Class Members the wages as set forth in answer to Question 2 above, during the period from August 3, 2015 through to [date of preliminary approval].

**5. What are the basic terms of the settlement?**

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

Settlement Payments: Defendants will pay \$310,000. These funds will be used to make the following payments: (a) a payment to the named Plaintiff in an amount up to \$2,000 to compensate Plaintiff for his services in bringing forth this lawsuit and representing the Class; (b) a payment of \$77,500 to Class Counsel for their attorneys' fees and to reimburse them for the litigation expenses they have incurred since August 2018 in representing Plaintiff and Class Members; and (c) a payment of up to \$5,000 to the Settlement

Administrator for their expenses in administering the settlement. The remaining \$225,500 (the "Class Fund") will be distributed to Class Members on a pro rata basis.

Distribution of Class Fund: Each Class Member who does NOT submit a request to be excluded from the Class will receive a proportional share of the Class Fund. Those shares will be based proportionally on what Class Counsel has determined each such Class Member is owed in comparison to the rest of those Class Members. Class Counsel will determine these amounts based on a review of the time and pay records provided by Defendants.

Tax Treatment of Settlement Payments: One-third (33.3%) of each award to a Class Member will be treated as wages and subject to normal payroll tax withholdings and payments. The other two-thirds (66.7%) of each award to a Class Member will be treated as prejudgment interest on which there will be no tax withholding. **Please consult an accountant regarding the taxes you may owe if you receive money from the settlement.**

Class Counsel's Fees and Expenses: The settlement provides a process for the King County Superior Court to review and approve a payment out of the gross settlement amount to Class Counsel for the attorneys' fees and litigation expenses they have incurred in relation to the lawsuit. Class Counsel is seeking payment of 25% of the gross amount or approximately \$77,500 for their fees and for reimbursement of the litigation expenses they have advanced on behalf of the Class to date. Class Counsel have been working on this case since July 2018 but have not yet received anything for their efforts.

Settlement Administrator Expenses: The Parties have requested the Court to approve awarding the Settlement Administrator up to \$5,000 for their expenses in sending this notice and following the requirements set forth by the Court for the Settlement Administrator.

Class Representative Service Award: The settlement provides for a service award to the Plaintiff and Class Representative, Kevin Snider, in the amount of up to \$2,000.

Release of Claims: Upon final approval by the Court, Class Members who do not request to be excluded from the Settlement Agreement will release Defendants from all claims brought against them in this lawsuit. The release specifically includes any claims for failure to pay minimum wages for orientation and on duty, not driving work, overtime compensation for hours worked beyond forty hours per week, and payment for rest breaks, as well as claims for exemplary damages, interest, fees, costs, attorneys' fees and all other claims and allegations that were made in the lawsuit or could have been made in the lawsuit for the period from August 3, 2015 to [date of preliminary approval]. **For the full language of the release, and to review the entire settlement agreement please visit [www.rekhiwolk.com/classactions/](http://www.rekhiwolk.com/classactions/), [www.terrellmarshall.com/xxxx](http://www.terrellmarshall.com/xxxx), or [simpluris created website].**

Dismissal of Action: Upon Final Approval the Court will enter a Judgment of Dismissal of the Lawsuit with prejudice but may retain jurisdiction to enforce the terms of the settlement.

## **6. How can I get a payment?**

To get a payment, you do not need to do anything. However, if you move or would like your award checks sent to a different address from the one where you received this notice, please contact Plaintiff's Counsel at 206-388-5887 or 206-816-6603.

## **7. When will I get my payment?**

The Superior Court will hold a hearing on \*\*\*, 2019 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 its progress will be posted at [www.\\*\\*\\*.com](http://www.***.com). If there is no appeal, payments will then be processed and paid to Class Members arising from the settlement. Please be patient.

#### **8. Do I have a lawyer in this case?**

The Superior Court has decided that lawyers from Rekhi & Wolk, P.S. and Terrell Marshall Law Group, PLLC are qualified to represent you and all Class Members. The lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your own expense.

#### **9. If I don’t want to be a part of the settlement, what do I do?**

If you are a Class Member and you do not want to be a part of the settlement, you can request to be excluded from it. If you want to be excluded, you must do so in writing and you must identify your mailing address and state “I hereby request that I be excluded from the proposed settlement class in the case of Snider v. Wilson Logistics, Inc. and Jim Palmer Trucking Company” You must sign this and mail the request postmarked no later than **\*\*\* [30 days from notice mailing], 2019** to Simpluris at [\[Simpluris’ Address\]](#).

#### **10. If I don’t like the settlement, how do I tell the Court?**

If you are a Class Member and you do not like the settlement, you can object but you cannot also exclude yourself from the settlement. If you object, you must do so in writing and you must state the reasons why you think the Court should reject the settlement. The Superior Court will consider your views. If you send a letter, be sure to include the following information: your name, address, and telephone number; the name of the case: *Snider v. Wilson Logistics, Inc. et al.*, King County Superior Court Case No. 18-2-19565-9 SEA; the reasons you object to the settlement; and your signature. You must mail a copy of the objection letter postmarked no later than **\*\*\* [30 days from notice mailing], 2019** to Simpluris at [\[Address\]](#).

#### **11. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at **\*\*\* on \*\*\***, 2019, at the King County Superior Court, 516 Third Avenue, Seattle, Washington, 98104, in Courtroom C-203 of Judge John Ruhl. 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.

#### **12. What happens if I do nothing at all?**

If you do nothing you will receive a payment and will release Defendants from your claims at issue in this class action lawsuit.

#### **13. How do I get more information?**

For further information, visit [www.rekhiwolk.com/classactions/](http://www.rekhiwolk.com/classactions/), [www.terrellmarshall.com/xxxx](http://www.terrellmarshall.com/xxxx), or [\[Simpluris website\]](#) or call Class Counsel at 206-388-5887 or 206-816-6603.