

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

I. Introduction. This Settlement Agreement (“Agreement”) is by and between Defendant HomeDeliveryLink, Inc. (“HDL”) and Plaintiffs Daniel Valencia, Atanacio (“Junior”) Arechiga, and Belarmino Hernandez (“Plaintiffs”), who are acting both individually and in their capacity as class representatives for the Settlement Class defined below in the case entitled *Valencia v. HomeDeliveryLink, Inc.*, United States District Court for the Eastern District of Washington, Case No. 4:18-cv-05034-SMJ (the “Case”).

II. Recitals.

A. Class Certification. The Court previously certified a Class and Subclass. For purposes of this Settlement, Plaintiffs and HDL (“Parties”) agree to certification of the Settlement Class defined in Section III.A.14 below.

B. Investigation, Litigation, and Due Diligence. The Parties have conducted informal and formal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have: (1) interviewed HDL drivers; (2) collected, reviewed, and analyzed extensive documents, settlement statements, driver manifest data, emails, and other information concerning the composition of the Settlement Class, the merits of Plaintiffs’ claims and HDL’s defenses, and the potential damages; (3) taken or defended sixteen depositions, including a Rule 30(b)(6) deposition, four manager depositions, three named Plaintiff depositions, and eight class member depositions; (4) conducted expert discovery; (5) briefed class certification and summary judgment; and (6) amply considered and analyzed their respective claims or defenses. The Parties have engaged in extensive litigation in the United States District Court for the Eastern District of Washington. The Parties reached this settlement after substantial investigation, discovery, litigation, and negotiation.

C. Settlement Negotiations. The Parties participated in an all-day settlement conference before Magistrate Judge Mary K. Dimke on August 12, 2020, reaching an agreement in principle to settle the matter on a class basis. That agreement was memorialized in the Court record. Following the settlement conference, the Parties fully executed a Memorandum of Understanding. Through the Parties’ and Judge Dimke’s efforts, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate and reasonable, and that Plaintiffs believe is in the best interests of the Settlement Class. At all times, the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. This Agreement memorializes the terms of the “Settlement” agreed to by the Parties.

### III. Agreement.

The Parties agree, subject to the approval of the United States District Court for the Eastern District of Washington, that all claims in this Case are compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement. If the Settlement is finally approved by the District Court, then claims that were asserted in the Complaint will be fully dismissed on the merits and with prejudice, subject to the terms and conditions set forth in this Agreement.

#### A. Definitions.

1. "Claim Form" means either (1) the paper form enclosed with the Notice mailed to Settlement Class members or (2) the online form available on the Settlement Website that may be submitted electronically. The Claim Form, which will include an IRS Form W9, will be in substantially the form as that attached as **Exhibit A** to this Agreement.

2. "Class Counsel" means Toby Marshall, Jennifer Rust Murray, and Britt Glass of Terrell Marshall Law Group PLLC and Harold Lichten and Matt Thomson of Lichten & Liss-Riordan, P.C.

3. "District Court" means the United States District for the Eastern District of Washington.

4. "Effective Date" means the date that is the later of: (1) 31 days following the District Court's entry of the Final Approval Order, 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.

5. "Fairness Hearing" means the hearing at which the Court will consider Plaintiffs' Motion for Final Approval of the Settlement, Class Counsel's request for approval of an award of attorneys' fees and costs, Class Counsel's request for reasonable service awards for each of the Plaintiffs, and any Objections to the Settlement.

6. "Final Approval Order" refers to an order by the District Court that grants final approval of the Settlement. The final approval order Plaintiffs propose to the Court will be in substantially the form as that attached as **Exhibit B**.

7. "Initial Mailing Date" is the date that the Notice of Settlement approved by the District Court is first mailed to all Settlement Class members.

8. “Notice” or “Notice of Settlement” means the notice of this Settlement that is substantially in the form attached hereto as **Exhibits C and D** and that the parties intend to be sent to Settlement Class members and to be published on the Settlement Website following the District Court’s entry of an order granting preliminary approval of the Settlement.

9. “Objection” means a written objection to the Settlement by a Settlement Class member that is filed with the District Court, along with any supporting documentation that the person wishes the Court to consider. Objections must be filed by the Response Deadline.

10. “Preliminary Approval Order” means the order certifying the Settlement Class for settlement purposes only, approving and directing notice, and setting the Fairness Hearing.

11. “Qualified Class Members” means those Settlement Class members who timely submit Claim Forms in conformity with the procedures below.

12. “Response Deadline” means the deadline by which Settlement Class members must postmark Claim Forms, mail requests for exclusion from the Settlement, or file objections to the Settlement. The Response Deadline is sixty (60) calendars days after the Initial Mailing Date.

13. “Settlement” means the settlement reached by the Parties through the negotiation process described in Section II.C. above, as set forth in this Agreement.

14. “Settlement Class” means all persons who, from March 1, 2015 to the date that the Court enters the Preliminary Approval Order, have performed services for HDL in Washington as delivery drivers. The Settlement Class includes a Settlement Subclass defined as all persons who, from March 1, 2015 to the date that the Court enters the Preliminary Approval Order, have performed services for HDL in Washington as delivery drivers and paid funds to HDL through check deductions, including deductions from payments HDL made to spouses or domestic partners of the drivers. The Parties agree the Settlement Class includes individuals listed on the attached **Exhibit E**. This list may be amended to include any Settlement Class members who are not on this list but are approved as Qualified Class Members. All Settlement Class Members on the list or any amended list will release claims against HDL as described in this Agreement. The Parties agree the Settlement Subclass includes Daniel Valencia, Atanacio (“Junior”) Arechiga, and Belarmino Hernandez.

15. “Settlement Class Members” means Settlement Class members who do not exclude themselves by the Response Deadline.

16. “Settlement Class Period” means the period from March 1, 2015 to the date that the Court enters the Preliminary Approval Order.

17. “Settlement Website” means the website that will be created for settlement administration purposes and administered by Class Counsel. The URL of the Settlement Website will be <https://terrellmarshall.com/homedeliverylink-class-action..>

18. “Valid Exclusion Request” means a request by a Settlement Class member to opt out of the Settlement that meets the following criteria: (i) is in writing; (ii) states that individual’s current address; (iii) contains the following statement: “I request that I be excluded from the Settlement Class in the case of *Valencia v. HDL*” (or the Spanish equivalent); (iv) is signed; and (v) is mailed to the address provided in the Notice and postmarked within sixty (60) calendar days after the Initial Mailing Date.

B. Release. As of the Effective Date, each Plaintiff, and all Settlement Class Members, together with their respective heirs, executors, administrators, representatives, successors, predecessors-in-interest, and assigns (the “Releasing Parties”) hereby release, resolve, relinquish, and discharge forever HDL from the Released Claims as defined below.

1. “Released Claims” means any and all claims and causes of action asserted or could have been asserted based on the facts asserted in this lawsuit that arose during the Settlement Class Period.

2. Terms of General Release by Plaintiffs. As a material inducement to HDL to enter into this Agreement, Plaintiffs do hereby, for themselves and their spouses, heirs, successors, and assigns, fully forever, irrevocably and unconditionally release HDL from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys’ fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the Effective Date, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to their relationship with HDL or the remuneration for, or, as applicable, termination of, such relationship. The Parties intend this release to be full and complete to the full extent allowed by law.

3. Covenant Not to Sue. As of the Effective Date, each Releasing Party will be deemed to have agreed not to sue HDL with respect to any of the Released Claims and to have agreed to be forever barred from doing so in any court of law or equity, or any other forum.

4. Release Effective Immediately. The release provided in this Settlement Agreement will become effective immediately upon occurrence of both the Effective Date and HDL’s payment of the Total Settlement Amount, as described below, without the need for any further action, notice, condition, or event.

C. Settlement Consideration.

1. Agreed Monetary Relief. HDL agrees to make payments totaling \$1,450,000 (the “Total Settlement Amount”). The Total Settlement Amount is broken down as follows, subject to approval by the Court:

a. HDL will pay \$900,000 (“Settlement Class Payment”) to Qualified Class Members and Plaintiffs, as set forth below. The Settlement Class Payment will be used to satisfy the settlement awards to be paid to Qualified Class Members (“Settlement Awards”) and the service awards to be paid to Plaintiffs (“Service Awards”).

b. HDL will pay \$550,000 to Class Counsel for attorneys’ fees and costs pursuant to fee-shifting provisions in the Washington statutes applicable to the Class claims, RCW 49.48.030, RCW 49.46.090, and RCW 49.52.070 ( “Attorneys’ Fees and Costs Payment”), all as approved by the District Court. The Attorneys’ Fees and Costs Payment will compensate and reimburse Class Counsel for (1) the work already performed by Class Counsel in this case in relation to the proceedings in the United States District Court for the Eastern District of Washington as well as all of the work remaining to be performed by Class Counsel in documenting the Settlement, securing Court approval of the Settlement, and making sure the Settlement is fairly administered and implemented; and (2) all costs incurred and reasonably anticipated to be incurred by Class Counsel in litigating this Case and finalizing this Settlement.

2. Distribution of the Total Settlement Amount. As part of the motion for final approval, Class Counsel will submit an application to the District Court for the Attorneys’ Fees and Costs Payment of \$550,000. Class Counsel will also submit an application to the District Court for Service Awards of up to \$20,000 each for Plaintiffs (up to \$60,000 total). Any Service Award amounts approved by the District Court will be deducted from the Settlement Class Payment, and the remainder after the deduction (the “Net Class Payment”) will be available to fund Settlement Awards to Qualified Class Members. If the Court approves the requested Service Awards, the Net Class Payment will be no less than \$840,000 calculated as follows:

<b>\$900,000</b>	<b>Settlement Class Payment</b>
<u>- \$60,000</u>	Service Awards
<b>\$840,000</b>	<b>Net Class Payment</b>

D. Calculation of Settlement Awards.

1. Estimated Settlement Awards. The Notice will include an estimate of the Settlement Award the Settlement Class Member is expected to receive if a timely and valid Claim

Form is filed. Calculations of estimated Settlement Awards will be based on Plaintiffs' expert damages calculations set forth in Exhibit C to his second amended expert report. Plaintiffs' expert based these calculations on HDL's settlement statements, dispatch data produced by HDL's clients, and assumptions supported by driver testimony. If a Settlement Class Member was not specifically identified in Exhibit C to the second amended expert report and is not listed in HDL\_V141172 as a primary driver, that member will be treated as a secondary driver and will have an estimated Settlement Award that is based on the average estimated Settlement Award for all secondary drivers identified in Exhibit C to the second amended expert report. If a Settlement Class Member was not specifically identified in Exhibit C to the second amended expert report but is listed in HDL\_V141172 as a primary driver, that member will be treated as a primary driver and will have an estimated Settlement Award that is based on the average estimated Settlement Award for all primary drivers identified in Exhibit C to the second amended expert report.

2. Challenges to Estimated Settlement Awards. For purposes of this Agreement and calculation of Settlement Awards, Plaintiffs' expert's damages calculations set forth in Exhibit C to his second amended report are presumed to be accurate. If a Settlement Class member believes that the estimate stated in the notice is incorrect, he or she will have sixty days from the Initial Mailing Date to provide proof supporting that belief, including documents showing tenure or status as a primary or secondary driver. In addition, any individual who does not receive a Notice but believes he or she is a part of the Settlement Class will have sixty days from the Initial Mailing Notice to provide proof of his or her membership. The parties will review any proof submitted and decide if the member's Estimated Settlement Award should be adjusted or if the individual should be added to the Settlement Class. In no event will either determination affect the amount of the Total Settlement Amount.

3. Final Settlement Awards. Final gross Settlement Awards for each Qualified Class Member will be calculated by Class Counsel after the Good Cause Shown Deadline, which is defined in Section III.L, below.

4. Proportional Distribution of Net Class Payment to Qualified Class Members. Each Qualified Class Member's share of the Net Class Payment will be a proportional amount based on the sum of the Qualified Class Members' Estimated Settlement Awards as adjusted in accordance with Section III.D.2. The method for calculating Final Settlement Awards will be as follows: The sum of Qualified Class Member Estimated Settlement Awards will be the denominator, and each Qualified Class Member's individual Estimated Settlement Award, as adjusted in accordance with Section III.D.2, will be the numerator. The resulting percentage will

be multiplied by the Net Class Payment. For example, if a Qualified Class Member's Estimated Settlement Award is \$1,000 and Settlement Class Members submit claims for 100% of the Net Class Payment, the Qualified Class Member will receive \$1,000 ( $\$1,000/\$840,000 \times \$840,000 = \$1,000$ ). If Settlement Class Members submit claims for 50% of the Net Class Payment, the Qualified Class Member will receive \$2,000 ( $\$1,000/\$420,000 \times \$840,000 = \$2,000$ ).

E. HDL's Payment. No later than ten days following the Effective Date, HDL will pay the sum of \$1,450,000 to Class Counsel who will hold it in a segregated, interest bearing trust account until payments are made to Class Counsel, Plaintiffs, and the Settlement Class as set forth in this Agreement and the Final Approval Order.

F. Class Counsel's Tax-Related Duties. Class Counsel will include a blank IRS Form W9 with each mailed notice and will make a blank IRS Form W9 available for submission electronically on the Settlement Website. Qualified Class Members will be issued IRS Forms 1099 (marked "Other Income") and will be responsible for all associated taxes. HDL will pay no employment taxes on the amounts distributed to Settlement Class Members.

G. Attorneys' Fees and Costs Payment. As part of seeking the District Court's final approval of this Settlement, Class Counsel will apply to the District Court for the Attorneys' Fees and Costs Payment of \$550,000.

H. Service Awards. Class Counsel will request that the Court approve a reasonable Service Award of up to \$20,000 for each Plaintiff. Plaintiffs will be issued IRS Forms 1099 (marked "Other Income") for any court-awarded Service Awards and will be responsible for all associated taxes.

I. Settlement Administration.

1. Class Counsel will be responsible for Notice and Claim Form mailings to the Settlement Class; setting up the Settlement Website with the full notice, links to key documents in the case, a listing of key dates and deadlines, and an online claim form; emailing or manually texting the Notice and link to the Claim Form if emails and cell phone information is available; tracing undeliverable mailings; recording and tracking responses to the mailings to the Class Members (including recording the identities and addresses of any Settlement Class Members who submit Claim Forms); tracking and responding to any inquiries made by Class Members; establishing and maintaining a segregated, interest bearing trust account until payments are made to Qualified Class Members; calculating Settlement Awards; issuing the necessary checks for all Settlement Awards to Qualified Class Members; logging returned checks and attempting

to obtain an updated address for returned checks; issuing the Service Award payments and the Attorneys' Fees and Costs Payment; and issuing all required tax documents to Qualified Class Members. Qualified Class Members residing outside the United States will be provided with an electronic transfer option to receive their Settlement Award.

2. If HDL receives updated contact information for any Settlement Class members, HDL will promptly provide such information to Class Counsel for Notice and Settlement administration purposes.

3. Class Counsel will have the responsibility to determine any Settlement Class Member's eligibility for a Settlement Award (*i.e.*, to determine whether any Settlement Class Member is a Qualified Class Member). A Settlement Class Member is eligible to receive a Settlement Award and thus a Qualified Class Member if he or she falls into the Settlement Class definition specified in Sections III.A.14 & 15 above and submits a timely Claim Form or online claim submission by the Response Deadline.

4. Within fourteen (14) days after the Response Deadline, Class Counsel will provide HDL with: (1) an electronic report setting forth the names, addresses, telephone numbers, employee numbers, and Estimated Settlement Amounts for all Settlement Class Members who submitted a claim in conformity with this Agreement.

5. Within seven (7) days after the Notice Deadline, Class Counsel will provide HDL with an electronic report setting forth the names and identities of any Settlement Class members who submitted a Valid Exclusion Request.

6. Class Counsel will retain copies of all exclusion requests, Objections, and Claim Forms returned, along with their envelopes.

7. Any questions regarding the validity of a Claim Form or online claim submission will be resolved by Class Counsel.

J. Notice/Approval of Settlement Agreement. The Parties agree to the following procedures for obtaining preliminary approval of the Settlement, certifying the Settlement Class for purposes of settlement, notifying the Settlement Class members, obtaining final approval of the Settlement, and implementing payments of Settlement Awards to Qualified Class Members:

1. Plaintiffs will file a motion with the District Court to obtain preliminary approval of the Settlement in conformity with this Agreement by September 18, 2020.

2. For purposes of this Settlement, Plaintiffs will ask the District Court to enter an order (the "Preliminary Approval Order") certifying the Settlement Class for purposes of settlement, finding Plaintiffs to be adequate and typical class representatives of the Settlement



Class and Settlement Subclass for purposes of settlement, certifying Plaintiffs' attorneys as Class Counsel, preliminarily approving the Settlement and this Agreement, approving the forms of the Notice and Claim Form, approving the method of submission of the Notice to the Settlement Class and the claims process, and setting a date for a Final Fairness Hearing to determine whether the Court will grant final approval of the Settlement.

3. For purposes of the claims that are subject to this Agreement, HDL agrees that Plaintiffs satisfy the elements of Rule 23 for class certification and stipulates to certification of the Settlement Class for settlement purposes.

4. HDL will provide Class Counsel with any updated address information obtained for Class Members, which Class Counsel will use when issuing the Notice to Class Members and when issuing settlement checks for Qualified Class Members.

5. Subject to the District Court's approval, Notice will be provided using the following procedures:

- a. Within twenty-eight (28) days of the date the District Court issues the Preliminary Approval Order, Class Counsel will mail Notice of the Settlement substantially in the form attached as **Exhibit C** (in both English and Spanish) to Settlement Class members' last-known addresses. Class Counsel may also send Notice substantially in the form attached as **Exhibit D** by email or text message if an email or cellphone number is known. The Notice will provide each Settlement Class member with an estimate of the amount they will receive under the Settlement. The mailed Notice also will include a blank IRS Form W9. Any Notice sent by email or text will include a link to the Settlement Website where the Settlement Class member will be able to review key documents, submit an electronic Claim Form, and submit an IRS Form W9.
- b. Within twenty-eight (28) days of the date the District Court issues the Preliminary Approval Order, Class Counsel will also set up the Settlement Website containing the full notice, in Spanish and English, along with an online Claim Form Settlement Class Members can use to make a claim.
- c. The mailed and online Notice will provide that Settlement Class Members who wish to object to the Settlement must file with the Court a written statement objecting to the Settlement on or before the

Response Deadline (“Objection”). If a person wishes to have the Court consider the written statement objecting to the Settlement, the person (i) must not exclude himself or herself from the Settlement Class and (ii) must file with the Court the written objection, along with any supporting documentation that the person wishes the Court to consider, by the Response Deadline. If such Objection is submitted and overruled by the Court, the objecting member of the Settlement Class will remain fully bound by the terms of the Settlement, including the release of all Settlement Class Member Released Claims, so long as the Settlement is granted final approval by the Court. The Parties will submit any responses to objections no later than fourteen (14) days after the Response Deadline. 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 the Settlement or Class Counsel’s request for attorneys’ fees and costs will waive and forfeit any and all rights to appear separately or object. All Settlement Class Members will be bound by the Settlement and by all orders and judgments in this Action.

- d. The Notice will also provide that Settlement Class members who wish to exclude themselves (*i.e.*, opt out) from the Settlement Class must mail a letter to Class Counsel requesting exclusion from the Settlement Class on or before the Response Deadline. An exclusion request must: (i) be in writing; (ii) state the Settlement Class member’s current address; (iii) contain the following statement: “I request that I be excluded from the Settlement Class in the case of *Valencia v. HDL*” (or the Spanish equivalent); (iv) be signed; and (v) be mailed to Class Counsel at the address provided in the Notice and postmarked by the Response Deadline. Each individual who properly submits a timely written request for exclusion will be excluded from the Settlement Class and will have no rights under the Settlement Agreement. Settlement Class members who fail to submit a valid and timely request for exclusion on or before the Response Deadline will be bound by all terms of the Settlement and any final judgment entered in this Case if the Settlement is approved by the District Court, regardless of whether they have objected to the Settlement or submitted a Claim Form. An exclusion request will be deemed timely if it is postmarked

by the Response Deadline. If Class Counsel deems an exclusion request to be deficient, Class Counsel will mail a deficiency letter within seven (7) days of receiving the deficient exclusion. Settlement Class members who receive a deficiency letter will have an additional fourteen (14) days to cure the deficiency.

- e. The Notice will also advise Settlement Class members that, in order to receive a Settlement Award, they must timely submit a Claim Form and completed IRS Form W9. To be timely, the Claim Form must be postmarked or submitted online by the Response Deadline.

6. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Class Members to opt out or object to the Settlement. Likewise, the Parties agree that neither they nor their counsel will discourage any Settlement Class Member from submitting a Claim Form.

7. After sending Notice, Class Counsel will follow up promptly on undeliverable addresses and attempt to locate Settlement Class members' updated addresses through people-finder software and skip-trace searches through the United States Postal Service. Class Counsel also may call the telephone numbers of Settlement Class members to attempt to obtain updated addresses, as necessary, and HDL will cooperate in providing such numbers to the extent such numbers are known by HDL. If Class Counsel locates a new or different address, Class Counsel will send a second Notice to the new or different address and the Settlement Class member will have an additional fourteen (14) days to return a claim form, opt out or object.

8. No later than thirty (30) calendar days before the Response Deadline, Class Counsel will file a motion requesting that the District Court approve payment of attorneys' fees and costs. No later than fourteen (14) calendar days after the Response Deadline, Class Counsel will file a motion for final approval of the Settlement that asks the Court to, among other things finally approve the Settlement as fair, reasonable, and adequate; finally certify the Settlement Class for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(b)(3); find that the notice and notice dissemination methodology complies with the Settlement Agreement, Federal Rule of Civil Procedure 23, and the Due Process Clause of the United States Constitution; issue orders related to the relief provided for in the Settlement Agreement, including distribution of Settlement Awards, payment of Plaintiffs' individual Service Awards, and payment of Class Counsel's fees and costs; incorporate the release; procedurally close the Case after entry of judgment; and retain jurisdiction over the Case and Parties relating to the administration,

consummation, or enforcement of the Settlement Agreement or the Final Approval Order, and for any other necessary purpose. Plaintiffs' final approval motion will inform the District Court of any Class Members who have opted out of the Settlement and respond to any Objections to the Settlement.<sup>1</sup>

9. Subject to the District Court's availability and direction and no earlier than twenty-one (21) days after the Response Deadline and ninety (90) days after service of CAFA notice (as described in Section III.K. below), a Fairness Hearing will be held for the District Court to determine whether to enter a Final Approval Order that grants final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Payment and the Service Awards to the Named Plaintiffs, and to enter judgment dismissing all claims with prejudice and without costs (except as specifically provided in this Agreement).

10. After entry of the Final Approval Order, the District Court will have continuing jurisdiction for the purposes of enforcement of the Settlement and addressing settlement administration matters and such post-judgment matters as may be appropriate under court rules.

11. Within ten (10) days of receiving the Total Settlement Amount, Class Counsel will pay all approved attorneys' fees, costs, and Service Awards. Within fourteen (14) days of receiving the Total Settlement Amount, Class Counsel will pay all Settlement Awards to all Qualified Class Members and provide all Forms 1099.

12. Should any mailed Settlement Award check be returned as undeliverable, Class Counsel will attempt one trace to locate a good address and, if located, will make a second attempt at mailing the check. If such check is again returned as undeliverable, no further attempts of mailing the check are required to be made. Notwithstanding the foregoing, Class Counsel may mail a check to a Qualified Class Member at an address obtained by other means if the Qualified Class Member's check is returned as undeliverable or upon the Qualified Class Member's request for the same (*e.g.*, if Plaintiffs, HDL, or another Class Member provides Class Counsel with an address for a Qualified Class Member not previously provided by HDL or obtained through a trace).

13. Any Qualified Class Member whose Settlement Award check is returned as undeliverable will receive his/her Settlement Award from Class Counsel if he/she contacts Class

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<sup>1</sup> If either of these deadlines fall on a weekend or Court holiday, Class Counsel may file the brief on the first following business day.

Counsel and provides a correct mailing address within sixty (60) days after the mailing of the Settlement Award checks.

14. HDL will not receive a reversion from the Total Settlement Amount under any circumstances. If a Settlement Award check remains uncashed sixty (60) days following issuance of checks to Qualified Class Members (“the First Distribution”) without the Qualified Class Member having provided an updated mailing address within the sixty (60) day period, Class Counsel will stop payment on the check, the Qualified Class Member who has not cashed the check will have no interest in the Settlement Award (that is, such Settlement Award will not be the property of the Qualified Class Member). If, after sixty (60) days following the First Distribution, it is administratively feasible, Class Counsel will redistribute the remaining amount (“the Second Distribution”) to all Qualified Class Members who cashed their original checks proportionally (based on the calculations described in Section III.D.4-5 above). The proceeds of any uncashed checks after thirty (30) days following the Second Distribution (or if there is no Second Distribution) will be distributed as *cy pres* to the Legal Foundation of Washington.

15. If the District Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement will be null and void. In such case, the Parties will work together in good faith to resolve any obstacles to Court approval. If approval cannot be obtained despite such good faith efforts, the Parties will proceed in all respects as if this Agreement had not been executed.

K. CAFA Notice. Class Counsel will be responsible for serving the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715(b) to the appropriate State official of each State in which a class member resides and the appropriate Federal official within 10 days of the filing of the Preliminary Approval Motion. The Parties agree that the state of the last known address as identified in HDL’s records pertaining to each Settlement Class member will identify the state of residence for that Settlement Class member.

L. Claims Procedure. In order for a Settlement Class Member to receive a Settlement Award, the Claim Form attached as Exhibit A along with a completed IRS Form W9 must be received by Class Counsel by the Response Deadline. In the event that, prior to the Response Deadline, any Notice sent to a Settlement Class member is returned as having been undeliverable, Class Counsel will try to find an address correction. If Class Counsel finds a new or updated address, a second Notice will be sent to any new or different address obtained. The Settlement Class member receiving a second Notice will have an additional fourteen (14) days to return the Claim Form, opt out, or object. If Class Counsel determines that a Claim Form returned by a Settlement Class member is deficient, then Class Counsel will mail a deficiency letter to that

Settlement Class member. The deficiency letter will either return the Claim Form for completion or, if necessary, attach a new Claim Form. Deficiency letters will be sent no later than seven (7) days after receipt of the deficient Claim Form. To receive a Settlement Award, the Settlement Class Member must return a correctly completed Claim Form by the last of the following to occur: (a) the Response Deadline; (b) fourteen (14) calendar days after Class Counsel mails the deficiency letter (“Claim Deficiency Filing Deadline”); or (c) the “Good Cause Shown Deadline”, which will be five days before payments are to be mailed out, and which Class Counsel will administer liberally in order to pay shares of the Settlement to the greatest number of Settlement Class members possible. Settlement Class Members who have not returned a completed Claim Form within these deadlines will not be eligible for a Settlement Award but will nevertheless be bound by the Release of Release Claims.

M. Miscellaneous Provisions.

1. This Agreement may be amended or modified only by a written instrument signed by counsel for both Parties.

2. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the Notice (**Exhibits C and D**).

3. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek assistance from the mediator, Judge Dimke.

4. Except as necessary to enforce the terms of this Agreement, to facilitate the terms of this Agreement, or by Court order, Class Counsel will maintain in confidence and will not produce to persons or entities who are not a Party any personal, confidential, financial, or sensitive information relating to Settlement Class members. Class Counsel agrees not to advertise the fact or terms of this Settlement.

5. All notices to counsel provided herein will be sent by electronic mail to:

1. Plaintiffs:

TERRELL MARSHALL LAW GROUP PLLC

Toby J. Marshall

Email: tmarshall@terrellmarshall.com

Jennifer Rust Murray

Email: jmurray@terrellmarshall.com

Britt Glass

Email: bglass@terrellmarshall.com

936 N. 34th Street, Suite 300

Seattle, Washington 98103

LICHTEN & LISS-RIORDAN, P.C.

Harold Lichten

Email: hlichten@llrlaw.com

Matthew Thomson

Email: mthomson@llrlaw.com

729 Boylston Street, Suite 2000

Boston, Massachusetts 02116

2. Defendant:

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

Adam Smedstad

Email: asmedstad@scopelitis.com

3214 West McGraw Street, Suite 301F

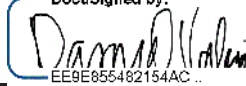
Seattle, Washington 98199

6. This Agreement will be binding upon, and will inure to the benefit of, the successors of the Parties hereto, as previously defined.

7. All terms of this Agreement will be governed by and interpreted according to the laws of the State of Washington.

8. Plaintiffs and HDL believe this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through significant litigation and arm's-length negotiations, initially assisted by an experienced mediator, and taking into account all relevant factors, present and potential.

DATED: 9/25/2020 \_\_\_\_\_

DocuSigned by:  
  
EE9E855482154AC ..  
\_\_\_\_\_  
DANIEL VALENCIA

DATED: \_\_\_\_\_

\_\_\_\_\_  
BELARMINO HERNANDEZ

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUNIOR ARECHIGA

TERRELL MARSHALL LAW GROUP PLLC

DATED: \_\_\_\_\_

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

LICHTEN & LISS-RIORDAN, P.C.

DATED: \_\_\_\_\_

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

HOMEDELIVERYLINK, INC.

DATED: \_\_\_\_\_

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

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

DATED: \_\_\_\_\_

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



DATED: \_\_\_\_\_

\_\_\_\_\_  
DANIEL VALENCIA

DATED: 9/25/2020  
\_\_\_\_\_

DocuSigned by:  
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\_\_\_\_\_  
BELARMINO HERNANDEZ

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUNIOR ARECHIGA

TERRELL MARSHALL LAW GROUP PLLC

DATED: \_\_\_\_\_

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

LICHTEN & LISS-RIORDAN, P.C.

DATED: \_\_\_\_\_

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

HOMEDELIVERYLINK, INC.

DATED: \_\_\_\_\_

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

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

DATED: \_\_\_\_\_

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

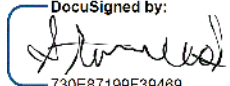
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DANIEL VALENCIA

DATED: \_\_\_\_\_

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BELARMINO HERNANDEZ

DATED: 9/25/2020  
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JUNIOR ARECHIGA

TERRELL MARSHALL LAW GROUP PLLC

DATED: \_\_\_\_\_

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

LICHTEN & LISS-RIORDAN, P.C.

DATED: \_\_\_\_\_

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

HOMEDELIVERYLINK, INC.

DATED: \_\_\_\_\_

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

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

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DANIEL VALENCIA

DATED: \_\_\_\_\_

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BELARMINO HERNANDEZ

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUNIOR ARECHIGA

TERRELL MARSHALL LAW GROUP PLLC

DATED: September 25, 2020

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

LICHTEN & LISS-RIORDAN, P.C.

DATED: \_\_\_\_\_

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

HOMEDELIVERYLINK, INC.

DATED: \_\_\_\_\_

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

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
DANIEL VALENCIA

DATED: \_\_\_\_\_

\_\_\_\_\_  
BELARMINO HERNANDEZ

DATED: \_\_\_\_\_

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JUNIOR ARECHIGA

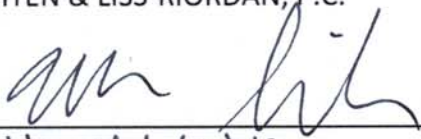
TERRELL MARSHALL LAW GROUP PLLC

DATED: \_\_\_\_\_

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

LICHTEN & LISS-RIORDAN, P.C.

DATED: 9/25/2020

By:   
Harold L Lichten

HOMEDELIVERYLINK, INC.

DATED: \_\_\_\_\_

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

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
DANIEL VALENCIA

DATED: \_\_\_\_\_

\_\_\_\_\_  
BELARMINO HERNANDEZ

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUNIOR ARECHIGA

TERRELL MARSHALL LAW GROUP PLLC

DATED: \_\_\_\_\_

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

LICHTEN & LISS-RIORDAN, P.C.

DATED: \_\_\_\_\_

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

HOMEDELIVERYLINK, INC.

DATED: 9/25/2020.

By: 

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

DATED: 9-25-2020

By: 

SETTLEMENT AGREEMENT EXHIBIT A  
CLAIM FORM

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON  
*Valencia v. HomeDeliveryLink, Inc.*  
Case No. 4:18-cv-05034-SMJ

Class Action Settlement for HDL Drivers in Washington  
— CLAIM FORM —

[NAME]  
[STREET]  
[CITY, STATE, ZIP]

If you were a delivery driver and made deliveries for HDL in Washington at any time between March 1, 2015 and [DATE OF PRELIMIN APPROVAL], you may be eligible to receive money from a class action settlement. **To receive any money, you must submit a claim no later than [NOTICE DEADLINE].** There are two ways to do this:

- (1) You can submit a claim online at [www.\\*\\*\\*\\*\\*.com](http://www.*****.com); OR
- (2) You can complete and sign the next page of this form and the attached W-9 form and mail both documents to Class Counsel at the following address:

HDL Washington Settlement  
Lichten & Liss-Riordan, P.C.  
729 Boylston Street, Suite 2000  
Boston, Massachusetts 02116

To be eligible to receive a settlement payment, your claim form must be submitted online or postmarked no later than [NOTICE DEADLINE]. If you have questions about the process for submitting a claim, please call \*\*\*-\*\*-\*\*\*\* or visit [www.\\*\\*\\*\\*\\*.com](http://www.*****.com). The details of the settlement are on the website and in the notice that was mailed to you.

Your Estimated Settlement Award
\$ _____

For more information, call \*\*\*-\*\*-\*\*\*\* or visit [www.\\*\\*\\*\\*\\*.com](http://www.*****.com). If you change your address or phone number after sending in this form, you must contact (\*\*\*)\*\*\*-\*\*\*\* to update your information. *If you do not update your contact information, you may not receive your payment.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_

### BASIS FOR AWARD

Your estimated award is based in part on information HDL provided to us, which indicates you made deliveries for the company in \*\*\* different weeks between March 1, 2015 and [DATE OF PRELIMIN APPROVAL] and that you [WERE or WERE NOT] subjected to deductions other than normal payroll taxes. If you have documents showing that you made deliveries in more weeks than this or received deductions beyond normal payroll taxes, please call \*\*\*-\*\*\*-\*\*\*\* after submitting your claim.

### TAXES

You are responsible for all taxes owed on your share of the settlement. To receive your Settlement Award, you **must** fill out the enclosed IRS Form W-9 and mail it to the above address with this claim form.

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 Toby J. Marshall, WSBA #32726  
Jennifer Rust Murray, WSBA #36983  
2 Brittany J. Glass, WSBA #52095  
Attorneys for Plaintiffs  
3 TERRELL MARSHALL LAW GROUP PLLC  
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4 Seattle, Washington 98103-8869  
Telephone: (206) 816-6603  
5 Facsimile: (206) 319-5450  
Email: tmarshall@terrellmarshall.com  
6 Email: jmurray@terrellmarshall.com  
Email: bglass@terrellmarshall.com

7 [Additional Counsel Appear on Signature Page]

8 UNITED STATES DISTRICT COURT FOR THE  
9 EASTERN DISTRICT OF WASHINGTON

10 DANIEL VALENCIA, BELARMINO  
HERNANDEZ, JUNIOR ARECHIGA,  
individually and on behalf of all others  
11 similarly situated,

12 Plaintiffs,

13 v.

14 HOMEDELIVERYLINK, INC.,

15 Defendant.

NO. 4:18-cv-05034-SMJ

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

16  
17 This matter came before the Court upon consideration of Plaintiffs' Motion  
18 for Final Approval of Class Action Settlement and Class Counsel's Motion for an  
19 Award of Fees, Costs, and Class Representative Service Awards. After considering



**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 the motions and the declarations and exhibits submitted with the motions, the  
2 Court enters this Final Approval Order and Judgment (“Final Approval Order”),  
3 which constitutes a final adjudication on the merits of all claims of the Class. It is  
4 **HEREBY ORDERED** that the motions are **GRANTED**, the Class is certified, the  
5 Settlement Agreement is finally approved, Class Counsel are awarded \$ \_\_\_\_\_  
6 in fees and costs, and Service Awards are approved in the amount of  
7 \$ \_\_\_\_\_ each for Plaintiffs Daniel Valencia, Belarmino Hernandez, and  
8 Junior Arechiga (\$ \_\_\_\_\_ total).

9 **WHEREAS**, on September 25, 2020, Plaintiffs filed the Settlement  
10 Agreement) (ECF No. \_\_\_\_), which set forth the terms and conditions of the  
11 Settlement and release of certain claims (i.e., the Released Claims) against  
12 Defendant and all other Released Parties (“Settlement”);

13 **WHEREAS**, the Court preliminarily approved the Settlement on \_\_\_\_\_  
14 (date) (ECF No. \_\_\_\_ ) (Preliminary Approval Order), and notice of the Settlement  
15 was given to Settlement Class members in accordance with the Preliminary  
16 Approval order;

17 **WHEREAS**, the Court has reviewed and considered all papers filed in  
18 support of the Settlement and all exhibits to the settlement and, after notice to  
19 the Settlement Class, held a hearing on \_\_\_\_\_ (date) (Final Fairness Hearing) at

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 which time the Parties and all interested persons were heard in support of and in  
2 opposition to the Settlement; and

3       **WHEREAS**, upon consideration of the above, the Court finds that the  
4 Settlement is fair, adequate, and reasonable to the Settlement Class, within the  
5 authority of the parties, and the result of arm's length negotiations.

6       **THEREFORE**, the following is **HEREBY ORDERED**:

7       1.     The Court has jurisdiction over the subject matter of this Case and  
8 personal jurisdiction over the parties and the Settlement Class. The definitions  
9 and provisions of the Settlement Agreement are incorporated in this Order as  
10 though fully set forth herein.

11       2.     Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, and  
12 for the purposes of settlement only, the Settlement Class and Settlement Subclass  
13 are certified as follows:

14           **Settlement Class.** All persons who, from March 1, 2015 to the  
15 date that the Court enters the Preliminary Approval Order,  
16 have performed services for HDL in Washington as delivery  
17 drivers.

18           **Settlement Subclass.** All persons who, from March 1, 2015 to  
19 the date that the Court enters the Preliminary Approval Order,  
20 have performed services for HDL in Washington as delivery  
drivers and paid funds to HDL through check deductions,  
including deductions from payments HDL made to spouses or  
domestic partners of the drivers.

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1           3.     For purposes of settlement, the Court appoints Plaintiffs Belarmino  
2 Hernandez, Daniel Valencia, and Junior Arechiga as “Class Representatives”

3           4.     For purposes of settlement, the Court appoints Terrell Marshall Law  
4 Group PLLC and Lichten & Liss-Riordan as “Class Counsel”.

5           5.     With respect to the Settlement Class, the Court finds, for settlement  
6 purposes only, that: (a) the Settlement Class is so numerous that joinder of all  
7 members is impracticable; (b) there are questions of law or fact common to the  
8 Settlement Class; (c) the claims of the Class Representatives are typical of the  
9 claims of the Settlement Class; (d) the Class Representatives will fairly and  
10 adequately protect the interests of the Settlement Class; (e) the questions of law  
11 or fact common to the members of the Settlement Class predominate over the  
12 questions affecting only individual members; and (f) certification of the  
13 Settlement Class is superior to other available methods for the fair and efficient  
14 adjudication of the controversy. The Court further finds that: (g) the members of  
15 the Settlement Class have a limited interest in individually prosecuting the claims  
16 at issue; (h) it is desirable to concentrate the claims in this forum; and (i) it is  
17 unlikely that there will be difficulties encountered in administering this  
18 Settlement.

19           If the Settlement terminates for any reason, the certification of the  
20

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 Settlement Class shall be automatically vacated, null and void, and this Action  
2 shall revert to its status immediately prior to the execution of the Settlement  
3 Agreement.

4         6.     The Court finds that the notice given to Settlement Class Members in  
5 accordance with the terms of the Settlement Agreement and the Preliminary  
6 Approval Order fully and accurately informed Settlement Class Members of all  
7 material elements of the Settlement and constituted valid, sufficient, and due  
8 notice. The notice complied with due process, Rule 23 of the Federal Rules of Civil  
9 Procedure, and all other applicable law.

10         7.     \_\_\_\_\_ Settlement Class Members submitted timely requests for  
11 exclusion. Their names are: \_\_\_\_\_.

12         8.     The Settlement Agreement requires HDL to pay \$1,450,000 to settle  
13 this case. The Settlement includes a \$900,000 payment to the Settlement Class to  
14 be used to make cash payments to Settlement Class Members who submit valid  
15 and timely claims and any court-approved service awards for the Plaintiffs. The  
16 Settlement also includes \$550,000 to pay notice and settlement administration  
17 expenses and court-approved statutory attorneys' fees and costs. Class Counsel  
18 have filed a motion seeking approval of the \$550,000 attorneys' fees and costs  
19 payment and of service awards for Plaintiffs in the amount of \$20,000 each.

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1           9.     The Settlement is non-reversionary and any amounts remaining after  
2 an initial distribution to Settlement Class Members and a second distribution, if  
3 necessary and administratively feasible, will be disbursed to the Legal Foundation  
4 of Washington, a non-profit organization that supports worker’s rights.

5           10.    The Court finally approves the Settlement, and finds that it is in all  
6 respects fair, reasonable, and adequate and in the best interest of Settlement  
7 Class Members. The parties dispute the merits of Plaintiffs’ claims, and their  
8 dispute underscores not only the uncertainty of the outcome but also why the  
9 Court finds the Settlement Agreement to be fair, reasonable, and adequate. Had  
10 they continued to litigate, Settlement Class Members faced the challenge of  
11 maintaining a certified litigation class, defeating summary judgment, and  
12 convincing a jury that HDL misclassified its delivery drivers as independent  
13 contractors when in reality they were employees. They also would have had to  
14 survive appeals of any class certification order, summary judgment rulings, or  
15 other rulings rendered during trial. Class Counsel, who have significant experience  
16 litigating and settling these types of claims, have reviewed the Settlement  
17 Agreement and find it to be in the best interest of Settlement Class Members. For  
18 all these reasons, the Court finds that the uncertainties of continued litigation in  
19 both the trial and appellate courts, as well as the expense associated with it,

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 weigh in favor of approving the Settlement. In making this determination, the  
2 Court has considered the criteria set forth in the recently amended Federal Rule  
3 of Civil Procedure 23, and the factors outlined in *In re Bluetooth Headset Prods.*  
4 *Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

5       11. The parties, their counsel, and Lichten & Liss-Riordan, which has  
6 served as settlement administrator, shall fulfill their obligations and duties under  
7 the Settlement Agreement.

8       12. The Court dismisses with prejudice this Case, the Released Claims,  
9 and the Released Parties, and adjudges that the Released Claims are released  
10 against the Releasing Parties.

11       13. The Court adjudges that Plaintiffs and Settlement Class Members are  
12 deemed to have fully, finally, completely, and forever released, relinquished, and  
13 discharged the Released Claims against the Released Parties. A list of Settlement  
14 Class Members is attached to this Order as Exhibit 1.

15       14. Plaintiffs and Settlement Class Members are permanently enjoined  
16 and barred from asserting, initiating, prosecuting, or continuing any of the  
17 Released Claims against the Released Parties.

18       15. Lichten & Liss-Riordan executed the Notice Plan according to the  
19 terms of the Settlement Agreement and in compliance with the Preliminary  
20

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 Approval Order. The Notice apprised the Settlement Class members of the  
2 pendency of the litigation; of all material elements of the proposed Settlement,  
3 including but not limited to the relief afforded the Settlement Class under the  
4 Settlement Agreement; of the res judicata effect on Settlement Class Members  
5 and of their opportunity to object to, comment on, or opt out of, the Settlement;  
6 of the identity of Class Counsel and Class Counsel's contact information; and of  
7 the right to appear at the Final Approval Hearing. The Notice Plan prescribed by  
8 the Settlement Agreement was reasonable and provided due and adequate notice  
9 of these proceedings and of the matters set forth therein, including the terms of  
10 the Settlement Agreement, to all parties entitled to notice. The notice satisfied  
11 the requirements of Federal Rule of Civil Procedure 23 and the requirements of  
12 constitutional due process. The notices were reasonably calculated under the  
13 circumstances to apprise Settlement Class Members of the pendency of this Case,  
14 all material elements of the Settlement, and their opportunity to exclude  
15 themselves from or object to the Settlement and to appear at the final fairness  
16 hearing. The Court has afforded a full opportunity to all Settlement Class  
17 Members to be heard. Accordingly, the Court determines that all Settlement Class  
18 Members are bound by this Final Approval Order.

19

20

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1           16.    Within ten (10) days after the filing of the proposed Settlement  
2 Agreement in the Court, a notice of the proposed Settlement was served upon  
3 the appropriate state official of each state in which a Settlement Class member  
4 resides and upon the Attorney General of the United States. The Court finds that  
5 the notice provided satisfied the requirements of 28 U.S.C. § 1715(b) and that  
6 more than ninety days have elapsed since the required notice was provided, as  
7 required by 28 U.S.C. § 1715(d).

8           17.    The Court approves payment of attorneys' fees and costs in the  
9 amount of \$\_\_\_\_\_. The Court finds these amounts to be  
10 appropriate and reasonable in light of the work performed by Class Counsel and  
11 the benefits obtained by Settlement Class Members. In addition, the Court finds  
12 that the Settlement Agreement was negotiated at arms' length and without  
13 collusion.

14           18.    The Court approves the service fee payment of \$\_\_\_\_\_ each  
15 for Class Representatives Belarmino Hernandez, Daniel Valencia, and Junior  
16 Arechiga and specifically finds that amount to be reasonable in light of the service  
17 performed by the Class Representatives for the class.

18           19.    Neither this Final Approval Order nor the Settlement Agreement is an  
19 admission or concession by HDL or any of the other Released Parties of the



**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 validity of any claims or of any liability or wrongdoing or of any violation of law.

2 This Final Approval Order and the Settlement Agreement do not constitute a

3 concession and shall not be used as an admission or indication of any wrongdoing,

4 fault or omission by HDL or any of the other Released Parties or any other person

5 in connection with any transaction, event or occurrence, and neither this Final

6 Approval Order nor the Settlement Agreement nor any related documents in this

7 proceeding, nor any reports or accounts thereof, shall be offered or received in

8 evidence in any civil, criminal, or administrative action or proceeding, other than

9 such proceedings as may be necessary to consummate or enforce this Final

10 Approval Order, the Settlement Agreement, and all releases given thereunder, or

11 to establish the affirmative defenses of res judicata or collateral estoppel barring

12 the pursuit of claims released in the Settlement Agreement. This Final Approval

13 Order also does not constitute any opinion or position of the Court as to the

14 merits of the claims and defenses related to this Case.

15           20.    Upon the Effective Date, the Class Representatives and each

16 Settlement Class Member will be deemed to have completely released and

17 forever discharged the Released Parties from the Released Claims. Released

18 Claims means any and all claims and causes of action asserted or could have been

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 asserted based on the facts asserted in this lawsuit that arose during the  
2 Settlement Class Period.

3           21. Upon the Effective Date, the Class Representatives for themselves  
4 and their spouses, heirs, successors, and assigns, fully forever, irrevocably and  
5 unconditionally release HDL from any and all charges, complaints, claims,  
6 liabilities, obligations, promises, agreements, controversies, damages, actions,  
7 causes of action, suits, rights, demands, costs, losses, debts, and expenses  
8 (including back wages, penalties, liquidated damages, and attorneys' fees and  
9 costs actually incurred) of any nature whatsoever, from the beginning of time  
10 through the Effective Date, known or unknown, suspected or unsuspected,  
11 including but not limited to all claims arising out of, based upon, or relating to  
12 their relationship with HDL or the remuneration for, or, as applicable, termination  
13 of, such relationship. The Parties intend this release to be full and complete to the  
14 full extent allowed by law.

15           22. If the Effective Date does not occur because this Order is reversed on  
16 appeal or for any other reason, the parties shall be returned to the status quo ex  
17 ante, for all litigation purposes, as if no Settlement had been negotiated or  
18 entered into and thus this Final Approval Order and all other findings or

19

20

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

1 stipulations regarding the Settlement shall be automatically void, vacated, and  
2 treated as if never filed.

3 23. The Court retains jurisdiction to consider all further matters arising  
4 out of or connected with the Settlement, including implementation and  
5 enforcement of the Settlement Agreement.

6 24. There were \_\_\_\_\_ objections to the Settlement. All are overruled.

7 25. The Court finds that no justifiable reason exists for delaying entry of  
8 this Final Approval Order and, good cause appearing, it is expressly directed that  
9 this Final Approval Order and separate Judgment be entered as final and  
10 appealable and the case dismissed with prejudice.

11 **IT IS SO ORDERED.** The Clerk's Office is directed to enter this Order and  
12 provide copies to all counsel.

13 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

14  
15 \_\_\_\_\_  
THE HONORABLE SALVADOR MENDOZA JR.  
United States District Judge  
16  
17  
18  
19  
20

SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER

CERTIFICATE OF SERVICE

I, Jennifer Rust Murray, hereby certify that on September 25, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Adam C. Smedstad, WSBA #53201  
Attorneys for Defendant  
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.  
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Email: asmedstad@scopelitis.com

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Attorneys for Defendant  
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Tacoma, Washington 98402  
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Facsimile: (253) 327-1700  
Email: jason@ledgersquarelaw.com

DATED this 25th day of September, 2020.

**SETTLEMENT AGREEMENT EXHIBIT B  
PROPOSED FINAL APPROVAL ORDER**

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TERRELL MARSHALL LAW GROUP PLLC

By:  /s/ Jennifer Rust Murray, WSBA #36983  
Jennifer Rust Murray, WSBA #36983  
Attorneys for Plaintiffs  
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Email: [jmurray@terrellmarshall.com](mailto:jmurray@terrellmarshall.com)

SETTLEMENT AGREEMENT EXHIBIT C  
MAILED NOTICE

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON  
*Valencia v. HomeDeliveryLink, Inc.,*  
Case No. 4:18-cv-05034-SMJ

If you were a delivery driver and made deliveries for HDL in Washington at any time between March 1, 2015 and **DATE**, PLEASE READ THIS NOTICE. You could get a payment from a class action settlement.

*A court authorized this notice. This is not a solicitation from a lawyer.*

- Three former delivery drivers, Daniel Valencia, Belarmino Hernandez, and Junior Arechiga have brought claims against HomeDeliveryLink, Inc. (HDL) for allegedly misclassifying drivers as independent contractors and violating Washington’s wage laws. HDL denies these allegations. The drivers and HDL have reached a proposed class action settlement.
- The class action settlement will include a total settlement payment by HDL of \$1,450,000.
- To qualify for a share of this payment, you must have worked as a delivery driver and delivered for HDL in Washington between March 1, 2015 and **DATE** and must not exclude yourself from the settlement.
- To receive a payment, **you must submit the claim form and IRS Form W-9** included with this notice or visit the Settlement Website at **URL** and follow the instructions to submit a claim.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>ASK TO BE EXCLUDED</b>	Get no payment. This is the only option that allows you to be part of any other lawsuit against HDL about the legal claims in this case.
<b>OBJECT</b>	Write to the Court if you do not like the settlement and explain why.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights relating to the legal claims in this case.

For more information, call **\*\*\*-\*\*\*-\*\*\*\*** or visit **www.\*\*\*\*\*.com**. If you change your address or phone number after sending in this form, you must **contact (\*\*\*-\*\*\*-\*\*\*\*) to update your information**. *If you do not update your contact information, you may not receive your payment.*

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If the Court approves the settlement, payments will be made after any appeals are resolved. Please be patient.

**HDL WILL NOT RETALIATE AGAINST YOU FOR SUBMITTING A CLAIM FORM OR PARTICIPATING IN THIS SETTLEMENT. IT IS YOUR LEGAL RIGHT TO PARTICIPATE.**

## **BASIC INFORMATION**

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

HDL's records show that you performed work as a delivery driver for and made deliveries for HDL in Washington between March 1, 2015 and **DATE**. The Court has allowed this notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any appeals are resolved, payments will be made to eligible Settlement Class Members who have timely submitted a claim form and IRS Form W-9. **Instructions for submitting a claim can be found in Section 7 below and in the enclosed claim form.**

This notice package explains the case, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### **2. What is the case about?**

The drivers claim that HDL violated Washington State wage and hour laws. More specifically, they claim that HDL misclassified its delivery drivers as independent contractors rather than employees and violated Washington's wage laws by (1) failing to pay overtime compensation for all hours worked over 40 hours per week; (2) failing to ensure drivers received rest and meal breaks as required by Washington law; and (3) making unlawful deductions from drivers' compensation checks. HDL denies the workers' claims.

The Honorable Salvador Mendoza Jr. of the United States District Court for the Eastern District of Washington is overseeing this Class Action. The lawsuit is known as *Valencia v. HomeDeliveryLink, Inc.*, Case No. 4:18-cv-05034-SMJ.

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

The Court did not decide in favor of the Plaintiffs or HDL. 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 the attorneys think the settlement is best for everyone in the Settlement Class.

For more information, call **\*\*\*-\*\*-\*\*\*\*** or visit [www.\\*\\*\\*\\*\\*.com](http://www.*****.com).

## WHO IS IN THE SETTLEMENT

### 4. How do I know whether I am part of the settlement?

As part of the settlement of the case, the judge has decided that everyone who worked for HDL in Washington as a delivery driver between March 1, 2015 and **DATE** is a Settlement Class Member.

If it is approved, the settlement will cover all Settlement Class members who have not excluded themselves from the case. **To receive any money pursuant to the settlement, Settlement Class Members must submit a valid and timely Claim Form and IRS Form W-9 as described in Section 7 of this notice.** If you have any questions about whether you are a Settlement Class Member, please call Class Counsel at **[ADD NUMBERS]**.

## THE TERMS OF THE SETTLEMENT

### 5. What claims are covered by the settlement?

The settlement will resolve all of the claims Settlement Class Members have against HDL based on the following allegations: (a) misclassification of its delivery drivers as independent contractors rather than employees; (b) failure to pay overtime compensation for all hours worked over 40 hours per week; (c) failure to ensure drivers received rest and meal breaks as required by Washington law; and (d) making unlawful deductions from primary drivers' compensation checks.

### 6. What are the basic terms of the settlement?

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

**Monetary Relief:** HDL will pay a total of **\$1,450,000** for the settlement ("Total Settlement Amount"). Of the Total Settlement Amount, HDL will pay \$900,000 to Settlement Class Members who submit valid and timely claims, and HDL will pay \$550,000 to compensate the law firms of Terrell Marshall Law Group PLLC and Lichten & Liss-Riordan, P.C. for the attorneys' fees and costs they have incurred since this litigation began over two years ago and which they will incur through final judgment in representing the Settlement Class. From the Settlement Class Payment, the Plaintiffs will request Service Awards of up to \$20,000 for Plaintiffs Valencia, Arechiga, and Hernandez to compensate them for their service and assistance in pursuing the lawsuit. If the Court approves the Service Awards, the remaining \$840,000, will be distributed to the Settlement Class Members who submit valid and timely claims.

**Distribution of Settlement Fund:** The amount going to the Settlement Class is intended to compensate Settlement Class Members for the wages they allegedly lost and damages they are owed as a result of the practices alleged in the case.

For more information, call **\*\*\*-\*\*\*-\*\*\*\*** or visit [www.\\*\\*\\*\\*\\*.com](http://www.*****.com).



Each Settlement Class Member who submits a valid and timely claim form and IRS Form W-9 will be eligible to receive a settlement payment. The estimated amount of your settlement payment, assuming 100% of Settlement Class Members submit valid and timely claim forms and IRS Form W-9s, is pre-printed on your claim form. Your estimated settlement payment was calculated based on a detailed analysis of HDL's settlement statements, driver manifest data maintained by HDL's clients, and driver testimony. **If you have documents showing that you made deliveries in more weeks than stated in this notice or received deductions beyond normal payroll taxes that are not accounted for in your estimated award, please call \*\*\*-\*\*\*-\*\*\*\* as soon as possible but no later than DATE. Class Counsel will review your documentation and decide if your estimated amount should be adjusted.** If fewer than 100% of Settlement Class Members submit valid and timely claim forms, your actual settlement payment will likely be higher than the estimated amount. Checks will be mailed to Settlement Class Members who submit timely and valid claims and are eligible to receive a settlement payment.

If any checks have not been cashed within sixty (60) days after distribution and it is reasonably feasible to do so, Class Counsel will redistribute the remaining amount proportionally to all Qualified Class Members who cashed their original checks. The proceeds of any uncashed checks after thirty (30) days following the Second Distribution (or if there is no Second Distribution) will be distributed as *cy pres* to the Legal Foundation of Washington.

Tax Treatment of Settlement Awards: To receive a payment, Settlement Class Members must submit an IRS Form W-9 with their claim form. Settlement Class Members who submit valid and timely claims and W-9 forms will be issued IRS Forms 1099 and will be responsible for all associated taxes. HDL will pay no employment taxes on the amounts distributed to Settlement Class Members.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the settlement will release HDL, its parents, subsidiaries, and related entities from all claims asserted in the case that arose from March 1, 2015 through DATE.

## HOW YOU CAN GET PAYMENT – SUBMITTING A CLAIM FORM

### 7. How can I get a payment?

To get a payment, you **must** submit a claim form and IRS Form W-9. There are two ways to submit a claim form and W-9: (1) You can submit a claim form and Form W-9 online at [www.\\*\\*\\*\\*\\*.com](http://www.*****.com); or (2) you can complete and sign the claim form included with this notice and return it with the Form W-9 to Class Counsel by mail to Lichten & Liss-Riordan, P.C., 729 Boylston St., Suite 2000, Boston, Massachusetts 02116.

For more information, call \*\*\*-\*\*\*-\*\*\*\* or visit [www.\\*\\*\\*\\*\\*.com](http://www.*****.com).

A claim form and IRS Form W-9 are attached to this notice. Read the instructions carefully. If you need a new claim form, you may call \*\*\*-\*\*\*-\*\*\*\* or visit [www.\\*\\*\\*\\*\\*.com](http://www.*****.com).

### 8. When would I get my payment?

The judge will hold a hearing on [DATE] at [TIME] to decide whether to finally approve the settlement. If the judge 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 more than a year to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [www.\\*\\*\\*\\*\\*.com](http://www.*****.com). If there is no appeal, we expect payments will go out within 60 days of the judge's final approval of the settlement. Please be patient.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firms of Terrell Marshall Law Group PLLC of Seattle, Washington and Lichten & Liss-Riordan, P.C. of Boston, Massachusetts, are qualified to represent you and all Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers because they will be paid from the settlement funds. If you want to be represented by our own lawyer, you may hire one at your own expense.

### 10. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorneys' fees and costs in the amount of \$550,000, which must be approved by the judge as part of the final approval of this settlement. Class Counsel have been working on this case since 2018 and have not received any fees or reimbursements for the costs of the lawsuit.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 11. How do I exclude myself from the settlement?

If you fit the definition of a Settlement Class member and want to exclude yourself from the settlement, you must mail a letter to Class Counsel requesting exclusion from the settlement, **postmarked no later than [RESPONSE DEADLINE]**. An exclusion request must: (1) be in writing, (2) state your current address; (3) contain the following statement: "I request that I be excluded from the Settlement Class in the case of *Valencia v. HDL, Inc.*"; (4) be mailed to Class Counsel at [ADDRESS]; and (5) be postmarked by [NOTICE DEADLINE]. If you exclude yourself from the settlement (i.e., opt out), you will not receive any payment from the settlement. You will also not be entitled to object to the settlement. If you exclude yourself, you will not be bound by the terms of the settlement, including the Release described in Section 6, above. This means you will retain the right at your own expense, to pursue any claims you may have against HDL.

For more information, call \*\*\*-\*\*\*-\*\*\*\* or visit [www.\\*\\*\\*\\*\\*.com](http://www.*****.com).

## OBJECTING TO THE SETTLEMENT

### 12. If I don't like the settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the settlement, and do not like the settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the settlement. If you object, be sure to include your name, address, and telephone number, the name of the case (*Valencia v. HomeDeliveryLink, Inc.*, Case No. 4:18-cv-05034-SMJ), the reasons you object to the settlement, and a signature. You must file the objection with the Court, **by no later than [NOTICE DEADLINE]**. To file the objection, follow the instructions on the Court's website.

## THE COURT'S FAIRNESS HEARING

### 13. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing on [DATE] at [TIME] at the Richland United States Courthouse, 825 Jadwin Avenue, Room 174, Richland, WA 99352. The Fairness Hearing may be held by video conference to protect participants from the COVID-19 virus. Visit the Settlement Website to get updated information about the date, time, and location of the Fairness Hearing. If there are objections, the Court will consider them at the Fairness Hearing. Judge Mendoza will listen to people who have asked to speak at the hearing (see Section 15). After the hearing, the Court will decide whether to finally approve the settlement, including Class Counsel's request for attorneys' fees and costs and service awards for the named Plaintiffs. We do not know how long that decision will take.

### 14. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Mendoza may have. But you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you file your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

### 15. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Valencia v. HomeDeliveryLink, Inc.*, Case No. 4:18-cv-05034-SMJ." Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at:

COURT	CLASS COUNSEL	DEFENSE COUNSEL

**IF YOU DO NOTHING**

**16. What happens if I do nothing at all?**

If you fail to submit a claim form **postmarked no later than [NOTICE DEADLINE]**, you will **not** receive a share of the settlement. If you do nothing – that is, if you do not mail or deliver a timely claim form or request for exclusion – you will **not** be entitled to a share of the settlement, but you will still be bound by the terms of the settlement, including the Release described in Section 6, above.

**GETTING MORE INFORMATION**

**17. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel, Terrell Marshall Law Group PLLC, 936 North 34<sup>th</sup> Street, Suite 300, Seattle, Washington 98103 or by visiting the website **www.\*\*\*\*\*.com**, which has a copy of the Settlement Agreement posted. Class Counsel’s motion for attorneys’ fees and costs and service awards for the named Plaintiffs will be available for you to review on **[DATE]** at **www.\*\*\*\*\*.com**.

**SETTLEMENT AGREEMENT EXHIBIT D**  
**EMAIL NOTICE**

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON

If you were a delivery driver and made deliveries for HDL in Washington at any time between March 1, 2015 and DATE, PLEASE READ THIS NOTICE. You could get a payment from a class action settlement.

*A court authorized this notice. This is not a solicitation from a lawyer.*

**[Click Here For A Downloadable Claim Form](#)**  
**[Click Here To Access An Electronic Claim Form](#)**

**Why did I get this Notice?** You received this notice because a class action lawsuit was filed against HomeDeliveryLink, Inc. (HDL) in 2018 alleging that HDL misclassified drivers as independent contractors and violated Washington’s wage laws. HDL denies these allegations. After extensive litigation, and subsequent negotiations, the class representatives (Daniel Valencia, Belarmino Hernandez, and Junior Arechiga) and HDL have reached a proposed settlement (“Settlement”) that covers everyone who worked for HDL in Washington as a delivery driver between March 1, 2015 and DATE (“Settlement Class Members”).

You were identified as a delivery driver for HDL in Washington between March 1, 2015 and DATE. As a result, the proposed Settlement affects your rights. Below are answers to some questions you may have regarding the lawsuit, the Settlement, how the Settlement affects your rights, and your eligibility to receive money as a result of the Settlement. Because your rights will be affected by this Settlement, it is extremely important that you read this notice carefully.

**What are the terms of the Settlement?** HDL will pay a total of \$1,450,000 for the Settlement (“Total Settlement Amount”). Of the Total Settlement Amount, HDL will pay \$900,000 to Settlement Class Members who submit valid and timely claims (“Settlement Class Payment”), and HDL will pay \$550,000 to compensate the law firms of Terrell Marshall Law Group PLLC and Lichten & Liss-Riordan, P.C. for the attorneys’ fees and costs they have incurred since this litigation began over two years ago and which they will incur through final judgment in representing the Settlement Class. From the Settlement Class Payment, the Plaintiffs will request service awards of up to \$20,000 for class representatives Valencia, Arechiga, and Hernandez to compensate them for their service and assistance in pursuing the lawsuit. If the Court approves the service awards, the remaining \$840,000, will be distributed to the Settlement Class Members who submit valid and timely claims.

Each Settlement Class Member who submits a valid and timely claim form and IRS Form W-9 will be eligible to receive a settlement payment. The estimated amount of your settlement payment, assuming 100% of Settlement Class Members submit valid and timely claim forms and IRS Form W-9s, is pre-printed on your claim form. **This is only an estimate and could be higher or lower depending on several factors.** Your estimated settlement payment was calculated based on a detailed analysis of HDL’s settlement statements, driver manifest data maintained by HDL’s clients, and driver testimony. **If you have documents showing that you made deliveries in more**

weeks than stated in this notice or received deductions beyond normal payroll taxes that are not accounted for in your estimated award, please call \*\*\*-\*\*\*-\*\*\*\* as soon as possible but no later than DATE. Class Counsel will review your documentation and decide if your estimated amount should be adjusted. Class Counsel will mail checks to Settlement Class Members who submit timely and valid claims and are eligible to receive a settlement payment.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

**Submit a claim form.** To get a cash payment, you must submit a claim form and an IRS Form W-9. There are two ways to submit a claim form and W-9: (1) You can submit a claim form and Form W-9 online at [www.\\*\\*\\*\\*\\*.com](http://www.*****.com); or (2) you can complete and sign the claim form included with this notice and return it with the Form W-9 to Class Counsel by mail to Lichten & Liss-Riordan, P.C., 729 Boylston St., Suite 2000, Boston, Massachusetts 02116.

**Click Here For A Downloadable Claim Form**

**Click Here To Access An Electronic Claim Form**

**Exclude yourself.** To exclude yourself from the settlement, you must mail a letter to Class Counsel requesting exclusion from the Settlement, postmarked no later than [RESPONSE DEADLINE]. An exclusion request must: (1) be in writing, (2) state your current address; (3) contain the following statement: "I request that I be excluded from the Settlement Class in the case of *Valencia v. HDL, Inc.*" You must mail your exclusion request postmarked no later than [NOTICE DEADLINE] to the following address:

[NAME], Settlement Administrator  
Lichten & Liss-Riordan, P.C.  
729 Boylston St., Suite 2000  
Boston, Massachusetts 02116

If you submit a valid exclusion request, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

**Object.** If you remain a Settlement Class Member, you may object to the Settlement by writing to the Court by no later than [NOTICE DEADLINE]. Additional details on how to object to the Settlement are contained in the detailed notice which is available on the Settlement website at [www.\\*\\*\\*\\*\\*.com](http://www.*****.com). Please note that the Court cannot change the terms of the Settlement. The Court can only approve or deny the Settlement.

**Go to the Fairness Hearing.** The Court will hold a hearing on MONTH, DAY, YEAR at X:00 a.m./p.m. to decide whether to approve the Settlement, including Class Counsel's request for attorneys' fees and costs and service awards for the class representatives. It is not necessary for you to appear at the hearing, but you may attend at your own expense. The hearing will be held at the Richland United States Courthouse, 825 Jadwin Avenue, Room 174, Richland, WA 99352.

The Fairness Hearing may be held by video conference to protect participants from the COVID-19 virus.

**Note:** The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the Settlement website, [www.\\*\\*\\*\\*\\*.com](http://www.*****.com).

**Do Nothing.** If you do nothing, you will be legally bound by the settlement but you will not get a settlement payment.

Further information regarding the Settlement is available at [www.\\*\\*\\*\\*\\*.com](http://www.*****.com). You may also contact Class Counsel at 1-XXX-XXX-XXXX or by writing to: [address].

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The United States District Court for the Eastern District of Washington has approved this email notice. If you wish to UNSUBSCRIBE from future email messages from regarding this Settlement, please click on this [link](#).

**[Click Here For A Downloadable Claim Form](#)**  
**[Click Here To Access An Electronic Claim Form](#)**

**SETTLEMENT AGREEMENT EXHIBIT E  
PRESUMPTIVE CLASS MEMBERS**

	<b>CLASS MEMBER</b>
1.	ADRIEN BEAVER
2.	ALBER CUCHILLA
3.	ALJAZOLI SHERKELLA
4.	ANDRES MAURICIO
5.	ARGENIS MORELOS
6.	ARMANDO TORRES
7.	ARTURO PONCE
8.	BEHRAMUDDIN SAWESS
9.	BELARMINO HERNANDEZ
10.	BRADY HAYNES
11.	BRIAN WARD
12.	CARLOS RUIZ
13.	CESAR AGUILAR
14.	CHASE NELSON
15.	CHRISTOPHER PHELPS
16.	CONNOR PARKER
17.	DANIEL CERVANTES
18.	DANIEL VALENCIA
19.	DANTON DEMARR
20.	DAVID ISLAS
21.	DONALD MARTIN
22.	EDGAR CORONA
23.	EDGAR NAVAS
24.	EDUARDO MATOS
25.	EFRAIN RENDON
26.	EMMANUEL MENDOZA
27.	ERIC ANGELES
28.	EULALIO GONZALEZ
29.	EVERADO MORA
30.	FRANCISCO CABRERA
31.	FRANCISCO DANIELS
32.	FRANCISCO TORRES
33.	FRANKLIN GONZALEZ
34.	GEORGE DAUD
35.	GERANDO GOMEZ
36.	GERMAN LAVENANT
37.	GILBERTO FIERRO SAUCEDA
38.	GUILLERMO HERALDEZ
39.	HECTOR MORENO
40.	ILYASUDDIN SAWESS
41.	IVAN BUTRON
42.	JAVIER LORENZO
43.	JESUS ABUNDIS PEREZ
44.	JESUS GONZALES
45.	JOEL CASTRO
46.	JOHN EPLER
47.	JOHN WHITE



**SETTLEMENT AGREEMENT EXHIBIT E  
PRESUMPTIVE CLASS MEMBERS**

	<b>CLASS MEMBER</b>
48.	JONATHAN SANCHEZ
49.	JORDAN GALLAGHER
50.	JORGE ACOSTA CRUZ
51.	JORGE ALVAREZ
52.	JORGE AVILA
53.	JOSE VELEZ FOMBONA
54.	JOSE ZEPEDA
55.	JOSEPH HOUGH
56.	JOSEPH YOUNG MERCEICA
57.	JUAN CONTRERAS
58.	JUAN MENDOZA
59.	JULIAN TAY-ARCHILA
60.	JULIO MARTINEZ
61.	JUNIOR ARECHIGA
62.	JUSTIN ALZAIDI
63.	JUSTIN SCHMIDT
64.	KENNETH EMANUEL
65.	KEVIN SANCHEZ
66.	KEVIN WALTERS
67.	KYLE MCBEATH
68.	LEDUVIER PEREZ-GARCIA
69.	LUIS CARRILLO
70.	LUKE EMERSON
71.	LUPE CAMACHO
72.	MANUEL ALZAGA
73.	MANUEL MONTES
74.	MARCOS HILL
75.	MARCUS JACKSON
76.	MARIO LIZARRAGA
77.	MARIO ORDONEZ
78.	MARIO VAZQUEZ
79.	MARLON CASTRO
80.	MARVIN GUEVARA
81.	MASOOD ZARIFI
82.	MICHAEL ELLIS
83.	NAUN LEYVA
84.	NEAL ALESHIRE
85.	ODGARIG NYAMOCHIR
86.	ORLANDO SANDOVAL
87.	OSCAR ROJAS
88.	PASCUAL RUIZ
89.	PATRICIO GRANDA
90.	PEDRO CRUZ
91.	PEDRO ROMAN
92.	RACIEL CRUZ
93.	RENE HEDMAN
94.	RICHARD BASEY
95.	ROBERT CALZADILLAS

**SETTLEMENT AGREEMENT EXHIBIT E  
PRESUMPTIVE CLASS MEMBERS**

	<b>CLASS MEMBER</b>
96.	ROCKY VARGAS
97.	ROGER HAYS
98.	ROY HOFFMAN
99.	RUBEN ESCALERA
100.	SALVADOR ERAZO
101.	SAUL SANCHEZ
102.	SILVINO AGUILAR
103.	SIMON HERNANDEZ
104.	THOMAS MAYDISH
105.	VICTOR CABEYTU
106.	VIDAL BARRON
107.	VINCENT MEREDITH
108.	WALLACE COOK
109.	WILDER PEDROZA
110.	WILLIAM ANDERSON
111.	WILQUIN GARCIA
112.	YANDY JULIA
113.	YOUSEF ALTALABANI
114.	YOUSIF ELTASH
115.	ZACHARY NELSON