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

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

13 Plaintiffs,

14 v.

15 HOMEDELIVERYLINK, INC.,
16 Defendant.

NO. 4:18-cv-05034-SMJ

17 **IMPORTANT NOTICE REGARDING YOUR RIGHTS**

18 **TO: ALL PERSONS WHO, AT ANY TIME AFTER MARCH 1, 2015 HAVE
19 PERFORMED SERVICES FOR HDL IN WASHINGTON AS DELIVERY DRIVERS.**

20 Please read this notice carefully. Your rights may be affected by a class action
lawsuit pending in this Court. ***You are NOT being sued.***

1 The purpose of this notice is to inform you of a lawsuit against HomeDeliveryLink,
2 Inc. (HDL). The lawsuit is called Valencia, et al. v. HomeDeliveryLink, et al. It was
3 filed in the United States District Court for the Eastern District of Washington. The
case number is 4:18-cv-05034-SMJ.

4 On September 23, 2019, the Court certified the following **Class**: All persons who
5 from March 1, 2015 and the date of final disposition of this action have performed
services for HDL in Washington as delivery drivers.

6 On September 23, 2019, the Court also certified the following **Subclass**: All persons
7 who, from March 1, 2015 and the date of final disposition of this action, have
performed services for HDL in Washington as delivery drivers and paid funds to HDL
8 through check deductions.

9 If you fall within the Class and/or Subclass, please read this notice carefully.

10 **1. DESCRIPTION OF LAWSUIT AND DEFENSES.**

11 The named Plaintiffs in this lawsuit are Daniel Valencia, Belarmino Hernandez, and
12 Junior Arechiga. Plaintiffs allege in the lawsuit that HDL misclassified its delivery
13 drivers as independent contractors rather than employees and violated
Washington's wage laws by (1) failing to pay overtime compensation for all hours
14 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.

15 HDL denies these allegations. HDL says that all delivery drivers who worked for HDL
16 in Washington were properly classified as independent contractors rather than
employees, that all deductions made from settlement pay were lawful, and that it
17 complied with Washington's overtime and rest and meal break laws.

18 **2. YOUR RIGHTS AND OPTIONS.**

19 To participate in this case, you do not need to do anything. This notice is only to
20 inform you of the pendency of this lawsuit and to advise you that you have the right
21 not to participate in the case, if you choose, by excluding yourself from the case.

1 If you choose to be excluded, you will not be bound by any judgment in this case.
2 You will not be entitled to any money obtained by Plaintiffs, and you also will not
3 be bound by any ruling for the Plaintiffs or for HDL. If you remain in the lawsuit, you
4 will be bound by the judgment of the Court, and you will be bound by any ruling. If
you exclude yourself, you may bring a separate lawsuit, or you may choose to do
nothing.

5 To be excluded from this lawsuit, you must send a letter, fax, or e-mail to one of
6 the law firms representing the class, with your name, address, and the statement,
“Please exclude me from the HDL lawsuit.” You may send a request for exclusion
to:

7
8 Hyun Ji Yim, Settlement Administrator
Lichten & Liss-Riordan, P.C.
729 Boylston St., Suite 2000
9 Boston, MA 02116
Fax: 617-994-5801
10 Email: claims@llrlaw.com

11 The deadline for sending a letter, fax or e-mail requesting exclusion is forty-five (45)
12 days from the date of this Notice or December 13, 2019. The Court may change this
deadline for good cause shown.

13 **3. THE LAWYERS REPRESENTING PLAINTIFFS AND THE CLASS.**

14 If you do not affirmatively ask to be excluded, your interests will be represented by
15 counsel for Plaintiffs and the class:

16 Harold Lichten, Esq.
17 Matthew Thomson, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston St., Suite 2000
18 Boston, MA 02116
(617) 994-5800
19 (617) 994-5801 (fax)
20 www.llrlaw.com

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2 Lichten & Liss-Riordan, P.C. and Terrell Marshall Law Group will represent you on a
3 contingency fee basis, which means that they will be paid by receiving a portion of
4 any award to which you may be entitled. You will not have to pay out-of-pocket
5 costs for the representation, and if there is no recovery, there will be no attorneys'
6 fees. Any payment of attorneys' fees by HDL to Plaintiffs' counsel may be subject
7 to prior Court approval.

8 You do not need to hire your own lawyer, but you can retain your own lawyer at
9 your own expense if you choose.

10 **4. GETTING MORE INFORMATION.**

11 If you have any questions about this Notice or would like to get more information
12 about this lawsuit, you may write, call, or e-mail Attorneys Harold Lichten or
13 Matthew Thomson, or the law firm's class action administrator at
14 claims@llrlaw.com. You also may contact attorneys Toby Marshall, Jennifer
15 Murray, or Britt Glass at Terrell Marshall Law Group by calling toll free 1-866-986-
16 9819, emailing hdlclassaction@terrellmarshall.com or sending a letter to 936
17 North 34th Street, Seattle, WA 98103. Information, including this Notice and case
18 documents, also can be found on the case website at
19 www.HDLWashingtonClassAction.com.

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21 **DO NOT CONTACT THE COURT, THE OFFICE OF THE DISTRICT COURT
ADMINISTRATOR, OR COUNSEL FOR DEFENDANTS IF YOU HAVE ANY
QUESTIONS ABOUT THIS MATTER.**

22 * * *

23 THE FORM OF THIS NOTICE HAS BEEN APPROVED BY THE COURT BUT THE COURT
24 DOES NOT EXPRESS ANY VIEW OR JUDGMENT AT THIS TIME AS TO THE CLAIMS
25 OR DEFENSES OF THE PARTIES IN THIS CASE.