

*Kareem Wilson v. J.B. Hunt Transport, Inc. et al.*  
(C.D. Cal. Case No. 2:18-cv-3487-SVW-AFMx)

Pending in the United States District Court for the Central District of California

**NOTICE OF CLASS ACTION SETTLEMENT**

*If you worked for J.B. Hunt Transport, Inc. (“JBH”) or J.B. Hunt Logistics, Inc. (“JBHL”) (collectively “Defendants”) in California at any time during the time period of March 2, 2014 through January 3, 2020 as an hourly, non-driver Installation Specialist and in other comparable positions, you could be entitled to receive money from a class action settlement as a Class Member.*

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.**

*The Court has authorized this notice. This is not a solicitation from a lawyer.*

- A class action settlement has been reached in a lawsuit that affects your rights.
- The settlement provides for a maximum total payment of \$100,000.00 (referred to as the “Gross Settlement Amount”) to resolve potential claims of Class Members who do not request to be excluded from the settlement.
- The Court has not decided whether to finally approve the settlement. Payments will be made only after the Court approves the settlement and any appeals are resolved. Please be patient.
- Your legal rights are affected whether you act or do not act.

<b>YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT</b>	
<b>Do nothing</b>	If the settlement is approved, you will receive your settlement share. <i>See</i> Section 10 below.
<b>Request to be excluded from the Settlement</b>	You can ask to be excluded from the settlement. If you do this, you will not receive a settlement payment. You will retain the right to obtain your own counsel and file your own lawsuit for the same claims. <i>See</i> Section 12 below.
<b>Object to the terms of the Settlement</b>	File an objection if you feel that the settlement is unfair or inadequate. <i>See</i> Section 13 below.

## **BASIC INFORMATION**

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

The employment records of J.B. Hunt Transport, Inc. show that you worked at least in California as an hourly, non-driver Installation Specialist, or in another comparable position, from March 2, 2014 through January 3, 2020. A settlement has been reached in a class action lawsuit against JBH that affects your rights. The Honorable Stephen V. Wilson, the District Court Judge who is overseeing this class action, ordered that you be sent this notice.

### **2. What is this class action about?**

This lawsuit, known as Kareem Wilson v. J.B. Hunt Transport, Inc. et al. (C.D. Cal. Case No. 2:18-cv-3487-SVW-AFMx) (the “*Wilson*” action), alleges that Defendants failed to provide meal breaks, failed to provide rest breaks, failed to properly pay wages at the correct rates of pay, failed to reimburse for business expenses, failed to provide accurate wage statements, and are liable for waiting time penalties. In addition to proceeding on a class basis, the lawsuit also seeks to recover penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. (“PAGA”). The Plaintiff in the *Wilson* action seeks to recover wages, interest, and penalties.

### **3. How does JBH respond?**

Defendants have denied and continue to deny all of the allegations in the lawsuit. Defendants maintain that JBH complied with the California Labor Code, the California Business and Professions Code, and all similar federal and state laws. Defendants further maintain that this lawsuit could not be maintained as a class action if it were litigated rather than settled.

### **4. What is a class action and who is involved?**

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who may have similar claims. The “Class Representative” in this case is Kareem Wilson. The employees they represent are the “Class” or “Class Members.” J.B. Hunt Logistics, Inc. and J.B. Hunt Transport, Inc. (collectively “Defendants”) are the named “Defendants” in this action. The Court resolves the issues for everyone in the Class, except for individuals who request to exclude themselves from the Class.

### **5. Why is this lawsuit being settled?**

After good-faith settlement negotiations presided over by a private mediator, the Class Representative and Defendants agreed to settle this case rather than go to trial. The settlement represents a compromise of highly-disputed claims and is not an admission that Defendants violated the law or committed any wrongdoing. The parties and their attorneys believe the settlement is in the best interests of the Class, given the risks and expenses of continued litigation and going to trial.

### **6. Has the Court decided who is right?**

No, the Court has not yet made any rulings or decisions regarding the merits of the claims in this case. The Court, however, did decide that you should get a copy of this notice so that you can review the terms of the settlement and determine whether you want to receive a settlement payment, object to the settlement, or exclude yourself from the settlement.

**7. Who is the Settlement Administrator?**

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue settlement checks, and otherwise administer the Settlement. The Court has approved ILYM to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections to information relating to your employment with JBH (for example, your dates of employment), or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

**JBH Settlement Administrator c/o ILYM**

\_\_\_\_\_  
\_\_\_\_\_

**YOUR RIGHTS AND OPTIONS**

**8. Am I part of this Class?**

In preliminarily approving the settlement, the Court defined the Class to include all persons employed by Defendants in California as hourly, non-driver Installation Specialists at any time from March 2, 2014 through January 3, 2020.

**9. What does the settlement generally provide?**

JBH has agreed to make a payment to all Class Members. In return, Class Members who do not request to be excluded from the settlement in a timely manner will release any claims they might have against JBH and certain other Released Parties (described below) that were alleged or could have been alleged based on the facts of the complaints filed in this case, including minimum wage and overtime claims. For more information about your estimated settlement payment and the way it was calculated, *see* Sections 11 and 23 below. For more information about the claims being released as part of the settlement, *see* Section 26 below.

**10. How do I receive money under the settlement?**

Class Members are not required to do anything to receive a settlement payment. To receive your settlement payment, **you do not need to do anything.**

**11. What is my estimated share of the settlement?**

According to JBH’s records, the current estimate of the gross share you will receive under the settlement if you are a participating Class Member is [\$ \_\_\_\_\_], based upon JBH’s records which show you worked [#] workweeks between March 2, 2014 and January 3, 2020. The actual amount you receive may be higher or lower than this amount, although we anticipate it would be very similar to your estimated amount.

### 12. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must write the Settlement Administrator at the address specified above in Section 7 and request to be excluded no later than 60 days from initial mailing of this notice. Your letter must include: (a) your name, address, telephone number, and the last four digits of your social security number or employee identification number; (b) your intention to exclude yourself from or opt-out of the settlement; and (c) be signed by you or your lawful representative.

A Class Member who does not submit a valid and timely request for exclusion in the manner and by the deadline specified above shall remain a Class Member and, if the Court approves the settlement, shall be bound by all terms and conditions of the settlement and by the judgment. A Class Member who submits a valid request for exclusion in a timely manner shall not participate in, or be bound by, the settlement or the judgment.

Persons who submit a request for exclusion shall not be permitted to file objections to the settlement or appear at the final approval hearing to voice any objections to the settlement. The Court shall be the final arbiter with respect to any disputes over whether a request for exclusion is a valid, whether an objection to the settlement is valid, and/or whether a person is included or excluded from Class membership.

### 13. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney, at your own expense, by mailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 7. The Settlement Administrator will be responsible for notifying the parties' lawyers in this case of your objections, and the parties will inform the Court. You cannot object to the settlement **and** exclude yourself from the Settlement. However, if you submit a written objection, you will still receive a settlement payment if the Court approves the settlement.

Your objection must include: (a) your full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" and (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection. You may also provide a list identifying witness(es) you may call to testify at the Final Approval hearing and/or provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. **To be effective, your objection must be postmarked no later than 60 days from the initial mailing of this notice. Do not telephone the Court or JBH's counsel.**

If the Court rejects your objection, you will still be bound by the terms of the settlement, and you will not then be able to exclude yourself from the settlement.

### 14. When will I receive my payment?

The settlement payments will be mailed out to participating Class Members, meaning Class Members who do not request to be excluded from the settlement, within thirty (30) days after the Court's final approval of the settlement if there are no objections or plaintiffs in intervention to the settlement. If there are objections and/or plaintiffs in intervention to the settlement, settlement payments will be mailed out to participating Class Members within thirty (30) business days after the final approval of the settlement can no longer be appealed.

**15. What if I do nothing?**

If you do nothing, you will receive a settlement payment, and you will give up any rights you would otherwise have to sue Defendants as an individual for the claims described below in Section 26 under Release of Claims.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

The Court has determined that the Spivak Law Firm is qualified to represent you and all Class Members. The lawyers from these law firms are called “Class Counsel.” They are experienced in handling similar cases. Their contact information is provided at the end of this notice.

**17. May I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying for that lawyer.

**18. How will Class Counsel be paid?**

You do not have to pay Class Counsel’s fees and costs. The fees and expenses that the Court approves will be paid by the Company. More information about the attorneys’ fees and costs is contained in Section 21 below.

**TERMS OF THE SETTLEMENT**

**19. What has JBH agreed to do?**

The Company has agreed to pay a maximum amount of \$100,000.00, from which the following payments will be made:

- A payment in the total amount of \$4000.00 attributable to claims under the California Private Attorneys General Act (“PAGA”), which is to be distributed between participating Class Members and the California Labor and Workforce Development Agency;
- Court-approved attorneys’ fees to Class Counsel in an amount not to exceed \$33,333.33;
- Court-approved costs to Class Counsel in an amount not to exceed \$15,000;
- Court-approved Class Representative General Release Payment to Kareem Wilson in an amount not to exceed \$7,500.00; and
- Settlement administration costs to the Settlement Administrator, currently estimated to be \$5,797.07 and not to exceed \$10,000.

These payments are further discussed in Sections 20-22 below. No portion of the Gross Settlement Amount will remain with, or revert back to, JBH.

**20. What is a “Class Representative General Release Payment?”**

In class actions such as this one, a Court may provide the Class Representative a “Class Representative General Release Payment” in recognition of his execution of a general release of all claims. The claims the

Class Representative has agreed to release are broader than the claims participating Class Members agree to release. Plaintiff Kareem Wilson will request that the Court approve Class Representative General Release Payment of \$7,500 for his general release of all claims he may have against Defendants. This payment is also supported by his service as a Class Representative, as well as his willingness to accept the risks of an unsuccessful outcome in the lawsuit, including the risk of paying Defendants' JBH's attorneys' fees and costs incurred in the case and for his execution of a general release of all claims he may have against JBH. In addition, this payment reflects the time and effort the Class Representative took to prosecute the class action. The Class Representative General Release Payment, if approved by the Court, will be deducted from the Gross Settlement Amount.

### 21. How much will the attorneys get?

Class Counsel and/or the Class Representative will seek approval from the Court for payment of attorneys' fees in an amount up to 33.33% of the maximum Settlement Amount of \$100,000.00 (*i.e.*, in an amount not to exceed \$33,333.33), plus reasonable litigation costs not to exceed \$15,000. These amounts, if approved by the Court, will be deducted from the Gross Settlement Amount. Class Counsel believe the amounts they are requesting for attorneys' fees and costs are fair and reasonable. JBH will not oppose the request for these amounts. Class Members are not personally liable for any fees and costs.

### 22. How much will it cost to administer the settlement?

It is currently estimated that it will cost approximately \$5,797.07 for ILYM Group, Inc. to fully administer the settlement, though the Settlement allocates up to \$10,000 to administer the Settlement.

### 23. How will the settlement funds be distributed and how will my share calculated?

Each Class Member's share of the settlement will be based on a formula that calculates dollars-per-workweek amount, multiplied by the number of workweeks worked by each Class Member during the Class Period. The amount of each Class Member's recovery will depend on: (a) the size of the Net Settlement Amount as finally approved by the Court; (b) the number of workweeks that each Class Member worked during the Class Period; and (c) the number of Class Members.

The actual Net Settlement Amount will be different from the anticipated amount if the Court does not approve the requested amounts for Class Counsel's attorneys' fees, Class Counsel's litigation costs, the Class Representative General Release payments, or if the cost of administering the settlement is different than currently estimated.

### 24. Will I have to pay taxes on my award?

This notice is not intended to provide you with any tax advice. Twenty-Five Percent (25%) of your award will be considered wages and will be reported on IRS Form W-2 with all appropriate taxes withheld. The other seventy percent (75%) of your award will be considered to be a payment of interest and penalties and will be reported on IRS Form 1099. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. You should consult a tax professional for more information about your own specific situation.** Defendants will separately pay their employer-side taxes.

### 25. What if I dispute the number of my compensable workweeks as listed in this notice?

Section 11, above, lists the number of workweeks you worked in California as an hourly Installation

Specialist or other comparable position during the Class Period, according to JBH’s records. **If you disagree** with the number of workweeks stated in Section 11, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of workweeks used to calculate your settlement payment and provide any supporting documentation that you have (e.g., any paystubs). **DO NOT send anything to the Settlement Administrator if you agree with the number of compensable workweeks.** The information you provide should include: (1) your name; (2) your address; (3) any supporting documentation you have; and (4) the estimated number of workweeks you claim that you worked as a class member for the time period of March 2, 2014 through January 3, 2020.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than 60 days from the initial mailing of this notice.

**JBH Settlement Administrator c/o ILYM Group, Inc.**

\_\_\_\_\_  
\_\_\_\_\_

If you dispute the number of workweeks stated above, you must provide documentation to the Settlement Administrator that supports your dispute or JBH’s records will be presumed accurate. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of workweeks that should be used for purposes of calculating the settlement payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal.

**RELEASE OF CLAIMS**

**26. What claims are being released as part of the settlement?**

If you do not submit a timely request to be excluded from the settlement, you will be giving up your right to bring an individual lawsuit or other action against the Company and certain other Released Parties for the same claims, or similar claims, as those encompassed by this lawsuit, whether you know about those claims or not. Specifically, the parties’ Settlement Agreement contains the following release provision: “Putative class members who do not opt out of the settlement will release all known and unknown state law claims that were alleged or that could have been alleged based on the facts alleged in the Amended Complaint filed in the matter. The release will be as to the released parties, which shall include Defendants and all parents, subsidiaries or affiliated corporations. The release only applies to periods of time when Class Members were members of the Class (*i.e.*, excluding periods of time in which they worked not as an installation specialist or comparable position).”

**FINAL SETTLEMENT APPROVAL HEARING AND COURT CONFIRMATION**

**27. When will the Court consider whether to finally approve the settlement?**

The Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ a.m. to decide whether to finally approve the settlement as fair, adequate, and reasonable. At that time, the Court will also be asked to approve Class Counsel’s request for attorneys’ fees and reimbursement of costs, and the Class Representative General Release Payment.



It is not necessary for you to appear at this hearing.

If you have submitted an objection to the settlement and a notice of intent to appear in a timely manner, you may appear at the hearing to argue your objection to the Court, or have an attorney represent you at the hearing at your own expense, but only if by \_\_\_\_\_, you have submitted a notice to the Settlement Administrator of your intent to appear at the hearing, in accordance with the instructions above, or as otherwise permitted by the Court.

The hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

### **FURTHER INFORMATION**

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

This notice provides a summary of the basic terms of the settlement. If you have more questions about this notice or this lawsuit, you may contact Class Counsel, whose contact information is below:

DAVID G. SPIVAK  
david@spivaklaw.com  
CAROLINE TAHMASSIAN  
caroline@spivaklaw.com  
THE SPIVAK LAW FIRM  
16530 Ventura Blvd., Ste 203  
Encino, CA 91436  
Telephone: (818) 582-3086  
Toll Free: (877) 203-9010  
Spanish: (877) 233-1676  
Facsimile: (818) 582-2561

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Settlement and Release. You may request a copy from Class Counsel at the telephone number listed above.

#### **IMPORTANT:**

- 1. PLEASE DO NOT TELEPHONE THE COURT OR THE COMPANY'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT!**
- 2. If you move to a different address, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.**
- 3. If you submit documentation to dispute your workweek count, it is strongly recommended that you keep a copy of this documentation and proof of its timely submission until after you have received your settlement payment**