

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former truck drivers who performed services for Defendant at any time from January 13, 2013, to March 9, 2021.

The California Superior Court, County of Fresno has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former truck drivers who performed services for Defendant at any time from January 13, 2013, to March 9, 2021.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. Why Have I Received This Notice?

Wildwood Express’ records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims, as described below, from January 13, 2013, to March 9, 2021 (the “Class Period”).

A Preliminary Approval Hearing was held on March 9, 2021, in the Superior Court of California, County of Fresno. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on July 29, 2021 at 3:30 p.m., before Honorable Alan M. Simpson in Department 502 of the Superior Court of California, for the County of Fresno, located at 1130 “O” Street, Fresno, California 93724.

2. *What Is This Case About?*

This lawsuit was commenced by Plaintiff Jeremiah Villarreal on January 13, 2017 in the Superior Court of Alameda County (Case Number RG17845716) and subsequently transferred to the Superior Court of Fresno County (Case Number 18CECG00417). Plaintiff brings this action against Defendant Wildwood Express seeking damages, restitution, penalties, interests, costs and attorney’s fees and other relief based on the following alleged causes of action: 1) failure to pay all straight time wages; 2) failure to pay overtime; 3) failure to provide meal periods; 4) failure to authorize and permit rest periods; 5) knowing and intentional failure to comply with itemized employee wage statement provisions; 6) failure to pay all wages due at the time of termination; and 7) violation of the Unfair Competition Law. Subsequently, the complaint was amended to add Plaintiff Ricardo Gasca and claims pursuant to the Private Attorneys General Act of 2004 (“PAGA”).

Wildwood Express denies that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class.

The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Wildwood Express. Plaintiffs and Wildwood Express have agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. *Am I A Class Member?*

You are a Class Member if you performed services for Wildwood Express as a truck driver at any time from January 13, 2013 to March 9, 2021.

4. *How Does This Class Action Settlement Work?*

In this lawsuit, Plaintiffs sued on behalf of themselves and all other similarly situated employees who performed services as a truck driver for Wildwood Express during the Class Period. Plaintiffs and these individuals comprise a “Class” and are “Class Members.” The settlement of this lawsuit resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Class Counsel/Attorneys for Plaintiffs	Attorneys for Defendant Wildwood Express
MARA LAW FIRM, PC David Mara Jill Vecchi Matthew Crawford 2650 Camino Del Rio North, Suite 205 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	FERBER LAW, APC Michelle R. Ferber Julie Ann Giammona Connor M. Day 2603 Camino Ramon, Suite 385 San Ramon, CA 94583 Telephone: (925) 529-5390

The Court has decided that attorneys at the Mara Law Firm, PC (“Class Counsel”) are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Wildwood Express will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive a payment from the Settlement. You will be bound to the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the settlement, you will not receive an Individual Settlement Share payment and you will not give up the right to sue Defendant and the Released Parties for the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name and employee identification number;

(b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at P.O. Box 2031 Tustin, CA 9278; (d) be signed by you or your lawful representative; and (e) be postmarked no later than July 6, 2021.

The Final Judgment entered, following Final Approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from the Settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and both mailed to the Settlement Administrator and filed with the Court, postmarked no later than July 6, 2021. The objection must state: (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 appear at the Final Approval Hearing, either in person or through your own counsel, regardless of whether you submitted a written objection. If the Court rejects the objection, you will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release the Released Parties¹ from the Released Claims. The Released Claims are as follows:

Class Members who do not opt out of the settlement will release any and all claims, contingent or accrued, against the Released Parties, for any and all claims that were or could have been asserted arising out of the identical factual predicate in the complaint, and including, failure to pay all straight-time and overtime wages, failure to provide meal and rest periods, failure to itemize wage statements, failure to pay all wages owed at the time of termination, for violations of California’s Unfair Competition Law, and PAGA for the entirety of the Class Period.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Wildwood Express could be required to pay under this Agreement shall be up to but no more than \$495,888.51 (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the GSA, available for distribution to Class Members after the deduction of (1) the Class Representative General Release Payments to Plaintiffs in an amount not to exceed \$10,000.00 each, for the prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000.00; (3) a payment of \$22,500.00 (75% of \$30,000.00 allocated to claims under the PAGA) to the California Labor Workforce Development Agency (“LWDA”); and (4) payment

¹ “Released Parties” means Defendant, its current or former parents or subsidiaries, and all stockholders, officers, employees, directors, principles and agents thereof.

to Class Counsel in an amount not to exceed \$165,279.64 (33.33% of the GSA) for attorneys' fees and an amount not to exceed \$20,000.00 for litigation costs. All of these payments are subject to court approval.

A. How Is My Settlement Share Calculated?

After deducting the above-referenced items, the remaining NSA, will be proportionately distributed amongst all Class Members who have not opted out. The value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked during the Class Period. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she performed services for Defendant in California during the Class Period based on the Class data provided by Defendant, divided by (ii) the total number of weeks all Participating Class Members performed services for Defendant within the Class Period based on the same Class data, which is then multiplied by the NSA. One day in which services were performed in a given week during the Class Period will be credited as a week for purposes of this calculation.

Although your exact share of the NSA cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the NSA, is as follows: \$ _____, less taxes. This is based on the Class Data which shows you performed services for Defendant ___ workweeks during the Class Period.

B. How Is My Settlement Share Taxed?

One-third (1/3) of each Individual Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator but will not be paid out of the Net Settlement Amount. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Settlement Share.

One-third (1/3) of the Individual Settlement Share is intended to settle each Class Member's claims for interest and one-third (1/3) of the Individual Settlement Share is intended to settle each Class Member's claims for penalties ("Non-Wage Portion"). The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Settlement Share.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Court will direct the Settlement Administrator to tender the amount of the uncashed Individual Settlement Shares to Legal Aid at Work, a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work's Wage Protection Program represents low-wage workers who are the victims of wage violations.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

Subject to Court approval, Class Counsel will be paid from the GSA an amount not to exceed 33.33% of the GSA (\$165,279.64) for attorney fees and an amount not to exceed \$20,000.00 for litigation costs.

Wildwood Express has paid all of its own attorneys' fees and costs.

Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$10,000.00 each, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting ilymgroup.com/WildwoodExpress a website maintained by the Settlement Administrator. Please refer to the Wildwood Express Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court by visiting the Fresno County Superior Court website at:

<https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29>.

Once there, input the Case Number, 18CECG00417, into the search bar and press the “Submit” button. On the next screen, click on the Case Number, 18CECG00417, to enter the case file. You can then on the link on the right hand side of the screen entitled “Documents” to review documents from the case. Fresno County Superior Court provides free access to these documents via the link above.

You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.