

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Kelli Salazar, *et al.*,

Plaintiffs,

vs.

Driver Provider Phoenix LLC, *et al.*,

Defendants.

CASE NO.: CV19-05760-PHX-SMB

**NOTICE OF CLASS AND COLLECTIVE
ACTION PARTIAL SETTLEMENT**

TO: <<Name>>

Address: <<Address>>, <<City, State Zip>>

A Federal Court has authorized this Notice.

This is not a solicitation from a lawyer

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ CAREFULLY.

This Settlement Notice Is Being Sent To: All persons who filed a consent to sue form in this case and to current and former employees of The Driver Provider who performed chauffeur services in Arizona at any time from December 6, 2016 to January 5, 2024.

The purpose of this Notice is to inform you of the existence of the partial Settlement of the above Lawsuit, the terms of that Settlement that may affect you, and to instruct you on the procedure for taking part in the Settlement if you wish to receive money from the Settlement or how to withdraw from or object to the Settlement.

**YOUR ESTIMATED INDIVIDUAL SETTLEMENT AWARD FOR THE SETTLED CLAIMS IS:
\$ <<INDIVIDUAL SETTLEMENT AWARD>>**

You must return a Claim Form to receive this amount.

If your estimated Individual Settlement Award above is \$0, please see page 2 for an explanation.

If this amount is \$0, it means that you did not have any losses for minimum wage or overtime during the period covered by the Lawsuit.

This amount is an estimate only and could be more or less. Please read this Settlement Notice for more information

Please do not call the Court or the Court Clerk's office about this Settlement or the claim process.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed in 2019 by four former employees of The Driver Provider, individually and on behalf of other employee drivers ("Drivers") who are or were employed The Driver Provider and its related entities. The Defendants are Driver Provider Phoenix, LLC; Driver Provider Management, LLC; Driver Provider Leasing, LLC; Innovative Transportation of Sedona, LLC; Innovative Transportation Solutions of Tucson, LLC; Innovative Transportation Solutions, Inc. (Arizona); Innovative Transportation Solutions, Inc. (Utah); Innovative Transportation Solutions, LLC (Wyoming); Jason Kaplan; Kendra Kaplan; and Barry Gross (collectively, "The Driver Provider").

The Named Plaintiffs alleged that The Driver Provider failed to pay them at least the applicable minimum wage in certain workweeks and that The Driver Provider failed to pay them overtime for workweeks in which they worked in excess of 40 hours in violation of the federal law known as the Fair Labor Standards Act ("FLSA"). These are referred to as the FLSA Claims and the employees covered by these claims are referred to as Members of the FLSA Collective. In order to be a Member of the FLSA Collective, eligible Drivers were required to file a Consent to Sue form within the time period determined by the Court. In addition, 13 employees or former employees who were determined by the Court not to have filed within the time period allowed are included in the Settlement.

The Named Plaintiffs also alleged that The Driver Provider failed to pay them and other Arizona Drivers at least the applicable Arizona minimum wage for all hours worked in violation of the Arizona Minimum Wage Act. The employees covered by this claim worked for Defendants from December 6, 2016 to January 5, 2024 and are referred to as Rule 23 Class Members.

If you are a member of either of these groups or a member of both, you have a right to be a Settlement Class Member for purposes of the Settlement Agreement.

WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT AWARD?

The total amount of the Settlement Fund to be paid to Settlement Class Members by The Driver Provider is Two Million, Five Hundred Thousand Dollars (\$2,500,000.00). This represents approximately 64% of the total "best day" damages claimed by Plaintiffs for the claims covered by the Settlement Agreement.

Your estimated Individual Settlement Award is based on whether you are:

1. An FLSA Collective Member,
2. A Rule 23 Class Member, or
3. Both an FLSA Collective Member and a Rule 23 Class Member.

Based on the Driver Provider's records and the consent forms filed in this Lawsuit, it has been determined that you are <<insert type of class member>> and that your estimated Individual Settlement Award is \$<<insert Individual Settlement Award with Claim Form>> if you submit a Claim Form and \$<<insert Individual Settlement Award if no Claim Form>> if you do not submit a Claim Form.

This amount is an estimate only and could be more or less.

WHAT CLAIMS ARE NOT PART OF THIS SETTLEMENT THAT ARE PRESERVED FOR APPEAL?

In addition to the Rule 23 Claims and FLSA Claims, the Named Plaintiffs claimed that the Defendants violated the Arizona Wage Act by not timely paying Named Plaintiffs and Arizona Drivers the wages they were owed when due including overtime wages they were owed by law and straight time wages for certain pre- and post-trip work. Named Plaintiffs also claimed that Defendants failed to maintain required records of hours worked and that as a result all Arizona Drivers were entitled to certain civil penalties provided under the Arizona Minimum Wage Act. With the exception of the straight time claims for the four Named Plaintiffs, the Court dismissed each of these claims. These claims are not part of the Settlement and Plaintiffs intend to appeal the Court's rulings regarding these claims.

The Settlement Agreement is designed to settle just the claims for unpaid minimum wages under the Arizona Minimum Wage Act and the claims for unpaid minimum wages and overtime under the FLSA.

WHO IS IN THE SETTLEMENT CLASS?

If you are a FLSA Collective Member or Rule 23 Class Member, you will be eligible to participate in this Settlement if it is finally approved by the Court.

As summarized above, if you meet either one or both of the following definitions, and you do not submit a valid request to be excluded from the Settlement as explained on page 9 of this Settlement Notice, you are a Settlement Class Member even if your estimated Individual Settlement Award is \$0. If you do not meet either of these definitions, you are not a Settlement Class Member and are not eligible to participate in the Settlement even if a copy of this Settlement Notice was delivered to you.

“Rule 23 Class Members” are all current and former employees of The Driver Provider (“Arizona Drivers”) who performed chauffeur services in Arizona at any time from December 6, 2016 to January 5, 2024, did not previously submit a request to be excluded from the Rule 23 Class and do not submit a valid request to be excluded from the Settlement as explained on page 9 of this Settlement Notice. Excluded from the Rule 23 Class are all owners, managers, supervisors, dispatchers, or other employees whose primary job responsibilities were not the provision of chauffeur services.

If you are a Rule 23 Class Member but not an FLSA Collective Member as described in the next paragraph, the only way to receive payment of an Individual Settlement Award to which you may be entitled is to timely sign and submit the Claim Form, attached to this Settlement Notice as explained on page 8.

“FLSA Collective Members” are those current and former employees of The Driver Provider (“Drivers”) who performed chauffeur services at any time from December 6, 2016 to January 5, 2024 and who submitted a consent to sue form in this case on or before March 7, 2024 and do not submit a valid request to be excluded from the Settlement as explained on page 8 of this Settlement Notice.

On May 12, 2021 and December 7, 2023, Court-approved FLSA Collective notices were sent to all eligible Drivers. These FLSA Collective Notices informed Drivers that they could join or “opt in” to this Lawsuit and that they must timely submit a consent to sue form to the Court in order to assert their rights and claims for unpaid minimum and overtime wages under the FLSA. If you are one of the individuals who opted in to this Lawsuit, and you do not submit a valid request to be excluded from the Settlement as explained on page 8 of this Settlement Notice you are an “FLSA Collective Member.” This Settlement Notice identifies if you are an FLSA Collective Member on page 2.

As noted above, if you are an FLSA Collective Member and you worked in Arizona you are both an FLSA Collective Member and a Rule 23 Class Member, **you must file a Claim Form** to receive the portion of your Individual Settlement Award that is calculated based on what Plaintiffs' expert determined were potential damages for minimum wages under the Arizona Minimum Wage Act.

WHAT IF THE PERSON TO WHOM THIS WAS ADDRESSED HAS DIED?

If anyone meeting the definition of a Settlement Class Member has died, their Estate Representative may be entitled to receive the Settlement Class Member's Individual Settlement Award. The Estate Representative must complete and send a **Change of Information Form attached hereto, and if required, a Claim Form**, as provided in the instructions within this Settlement Notice. An Estate Representative is defined in the Settlement Agreement as "the court appointed representative of any deceased Settlement Class Member or, in the absence of a court appointed representative, the surviving spouse, or, in the absence of a surviving spouse, the surviving children, or in the absence of a surviving spouse or children, the surviving parents of the Settlement Class Member."

HOW IS MY INDIVIDUAL SETTLEMENT AWARD CALCULATED UNDER THE SETTLEMENT AGREEMENT?

The total amount of the Settlement Fund to be paid by the Driver Provider is Two Million, Five Hundred Thousand Dollars (\$2,500,000.00). This money will be used to pay the Settlement Class Members for their claims against The Driver Provider and Service Awards to the Named Plaintiffs and other Drivers who were required to provide deposition testimony in the case.

All of the money in the Settlement Fund will be allocated to the Settlement Class Members. No attorneys' fees, costs or expenses will be paid from the Settlement Fund. Rather, Class Counsel will be filing an application with the Court for payment of attorneys' fees, costs, and expenses and the Court will determine the amount of attorneys' fees, costs and expenses to be awarded to Class Counsel and that amount will be paid separately by The Driver Provider pursuant to the terms of the Settlement Agreement and applicable federal and state law.

Service Awards and Individual Damages Awards: The Settlement Agreement provides that the four Named Plaintiffs will apply for Service Awards in the amount of \$20,000 per person to be paid from the Settlement Fund to compensate them for their time, service and risk undertaken in this Lawsuit on behalf of the Settlement Class. In addition, the Settlement Agreement also provides that the ten (10) Drivers who were called upon by Defendants to testify at depositions and whose records were used by the Parties in the case will each apply for Service Awards in the amount of \$2,000 per person. The Service Awards are intended to compensate these individuals for their time and effort in assisting with the litigation of the claims case. The Service Awards are in addition to the Individual Settlement Awards Settlement Class Members are entitled to under the Settlement. In addition, two Named Plaintiffs will receive a combined total of \$6,426.31 as Individual Damages Awards for settling their individual straight time claims under the Arizona Wage Act.

Settlement Class Members' Individual Settlement Awards: After payment of the Service Awards and Individual Damages Awards, the rest of the \$2.5 million Settlement Fund will be allocated to the Settlement Class Members. The Driver Provider furnished trip and pay records for all Settlement Class Members. Using these records, Plaintiffs' expert calculated each Settlement Class Member's estimated hours worked and estimated unpaid minimum wages and unpaid overtime using identical formulas for each separate category of settled claims. The formula also is derived from Plaintiffs' allegations in the Lawsuit and Class Counsel's analysis of the relative strengths and risks of the claims for FLSA minimum wages and overtime and Arizona minimum wages that are covered by the Settlement Agreement. Individual Settlement Awards are calculated using the following formula:

- a) **Individual Settlement Awards for FLSA Collective Members** are approximately 60.12% of the amounts calculated by Plaintiffs' expert as total FLSA unpaid overtime wages, times two, for the time period beginning 3 years prior to the filing of each FLSA Collective Member's individual Consent to Sue form up through January 5, 2024 **PLUS** approximately 67.12% of the total FLSA unpaid minimum wages, times two, for the time period beginning 3 years prior to the filing of each FLSA Collective Member's Consent to Sue form up through January 5, 2024.

- b) **Individual Settlement Awards for Rule 23 Class Members who submit a Claim Form who are not FLSA Collective Members for Minimum Wages under the Arizona Minimum Wage Act** are approximately 67.12% of the total unpaid minimum wages under the Arizona Minimum Wage Act, times three, plus interest, from the start of their employment through January 5, 2024.
- c) **Individual Settlement Awards for Settlement Class Members who submit a Claim Form** who are both FLSA Collective Members and Rule 23 Class Members will, in addition to the amount set forth in paragraph (a) above, also receive approximately 67.12 % of the amount of damages attributable to unpaid minimum wages under the Arizona Minimum Wage Act that exceeds the amount of the Individual Settlement Award for FLSA minimum wages under the FLSA.

Your actual Individual Settlement Award may be higher or lower upon Final Approval of the Settlement depending on whether new or corrected data is provided or discovered and the Court's ruling on the amounts requested for Service Awards and Individual Damages Awards as part of the overall settlement.

WHAT ARE OTHER TERMS OF THE SETTLEMENT?

No Retaliation: Whether you decide to participate in this Settlement, not to participate in this Settlement by opting out, or participate and file an objection, you are free to make your choice free of coercion or duress and without fear of retaliation. **The Driver Provider is prohibited by law from retaliating against you in any way for your participation or lack of participation in this Settlement.**

Taxation of Individual Settlement Awards: A portion of your Individual Settlement Award will be withheld by the Settlement Administrator for payment of the Employee Share of Payroll Taxes. You will receive an IRS Form W-2 for one-half (1/2) of your Individual Settlement Award and an IRS Form 1099 for the remaining one-half of your Individual Settlement Award from the Settlement Administrator. You should consult with your tax professional regarding the reporting of these payments on your federal and state tax returns and the taxes you may owe as a result of receiving your Individual Settlement Award and the manner in which those payments are reported to federal and state taxing authorities. **Each Settlement Class Member is responsible for payment of their own taxes on all Individual Settlement Awards.**

Release: The Court must give Final Approval to the Settlement as fair and reasonable before it can go into effect. If approved, all Rule 23 Class Members who do not elect to opt out of the Settlement will be deemed to have released their claims for minimum wages under the Arizona Minimum Wage Act and all FLSA Collective Members will be deemed to have released their claims under the FLSA for minimum wages and overtime, regardless of whether Settlement Class Members submit Claim Forms or have losses entitling them to receive an Individual Settlement Award.

DO I HAVE A LAWYER IN THIS CASE?

Class Counsel is the law firm of Martin & Bonnett, P.L.L.C., 4647 N. 32nd St., Suite 185, Phoenix, AZ 85018. The Court appointed Class Counsel to represent all Rule 23 Class Members and all FLSA Collective Members in this Lawsuit.

HOW WILL THE LAWYERS BEING PAID?

Class Counsel will file a motion for attorneys' fees in the estimated amount of \$4.25 million and for costs and expenses in the estimated amount of \$400,000 (which includes amounts paid by Class Counsel for Settlement Class Members' experts, court reporters, deposition transcripts, process servers, etc.) in this case. In connection with the Settlement, the parties have agreed that Class Counsel will receive attorneys' fees and costs that are awarded by the Court and will be paid by Defendants if and when the Settlement has been approved. Class Counsel is not seeking any attorneys' fees to be paid out of any Settlement Class Member's Individual Settlement

Amount. As part of the Settlement, Class Counsel’s attorneys’ fees and costs and expenses will be paid directly by the Defendants—no portion of the Settlement Fund will be used to pay the attorneys’ fees.

WHAT ARE MY LEGAL RIGHTS AND OPTIONS AND WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT AWARD?

Your options and what you need to do to receive an Individual Settlement Award depend on whether you are: 1) an FLSA Collective Member; 2) a Rule 23 Class Member, or 3) both an FLSA Collective Member and a Rule 23 Class Member.

Whether you are an FLSA Collective Member, a Rule 23 Class Member, or both an FLSA Collective Member and a Rule 23 Class Member is set forth on page 3, above.

The three charts below list your options to respond to this Settlement Notice. These options are described in more detail below the charts. Please read this information carefully so you do not lose important rights.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT IF YOU ARE AN FLSA COLLECTIVE MEMBER AND NOT A RULE 23 CLASS MEMBER (i.e., UTAH AND WYOMING FLSA COLLECTIVE MEMBERS):	
Do Nothing	Receive your Individual Settlement Award attributable to your FLSA minimum wage and overtime claims.
Exclude yourself from the Settlement.	Receive no Individual Settlement Award. This is the only option that allows you to pursue any other lawsuit against Defendants under the FLSA; you will remain free to pursue whatever claims you may have against Defendants, and the other Released Parties on your own subject to any applicable statute of limitations or affirmative defenses that may be asserted against you. You must submit an exclusion request by September 7, 2024 in accordance with the instructions on page 9.
Object You must object by August 23, 2024 in accordance with the instructions on page 8.	Write to the Court to set forth in detail why you believe the Settlement isn’t fair, reasonable and adequate.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT IF YOU ARE A RULE 23 CLASS MEMBER BUT NOT AN FLSA COLLECTIVE MEMBER:	
Submit a Claim Form.	Required to receive your Individual Settlement Award You must submit a Claim Form by August 23, 2024 in accordance with the instructions on page 8.
Exclude yourself from the Settlement.	Receive no Individual Settlement Award. This is the only option that allows you to retain rights to pursue any other lawsuit against The Driver Provider for claims for unpaid minimum wages under the Arizona Minimum Wage Act.

	<p>You will remain free to pursue whatever claims you may have against Defendants, and the other Released Parties on your own subject to any applicable statute of limitations or affirmative defenses that may be asserted against you.</p> <p>You must submit an exclusion request by September 7, 2024 in accordance with the instructions on page 9.</p>
Object to the Settlement.	<p>Write to the Court to set forth in detail why you believe the Settlement Agreement is not fair, reasonable, and adequate.</p> <p>You must object by August 23, 2024 in accordance with the instructions on page 8.</p>
Do Nothing	Receive no payment but be bound by the judgment in this case.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT IF YOU ARE AN FLSA COLLECTIVE MEMBER AND A RULE 23 CLASS MEMBER:

Submit a Claim Form.	<p>Receive the portion of your Individual Settlement Award attributable to your unpaid FLSA minimum wage and overtime claims</p> <p>PLUS</p> <p>the amount of damages attributable to unpaid minimum wages under the Arizona Minimum Wage Act that exceeds the amount of the Individual Settlement Award for FLSA minimum wages under the FLSA.</p> <p>You must submit a Claim Form by August 23, 2024 in accordance with the instructions on page 8.</p>
Object	<p>Write to the Court to set forth in detail why you believe the Settlement isn't fair, reasonable and adequate.</p> <p>You must object by August 23, 2024 in accordance with the instructions on page 8.</p>
Exclude yourself from the Settlement.	<p>Receive no Individual Settlement Award. This is the only option that allows you to retain rights to pursue any other lawsuit against The Driver Provider for claims for minimum wages under the Arizona Minimum Wage Act and for claims for minimum wages and overtime wages under the FLSA.</p> <p>You will remain free to pursue whatever claims you may have against Defendants, and the other Released Parties on your own subject to any applicable statute of limitations or affirmative defenses that may be asserted against you.</p> <p>You must submit an exclusion request by September 7, 2024 in accordance with the instructions on page 9.</p>
Do Nothing	Receive the portion of your Individual Settlement Award attributable to your FLSA minimum wage and overtime claims.

	If you do nothing and do not submit a Claim Form, you will not receive unpaid minimum wages under the Arizona Minimum Wage Act that exceeds the amount of the Individual Settlement Award for FLSA minimum wages under the FLSA.
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HOW DO I SUBMIT A CLAIM FORM?

If you are a Rule 23 Class Member or both an FLSA Collective Member and a Rule 23 Class Member and you **MUST** complete and return a Claim Form to the Settlement Administrator to obtain your full Individual Settlement Award.

To submit your Claim Form, you can do any of the following by August 23, 2024.

- 1) You can go the website of the Claim Form and submit it online on or before August 23, 2024. The Settlement Administrator's website is available at: www.DriverProviderSettlement.com.
- 2) You can submit your Claim Form online by completing it and emailing it to the Settlement Administrator at DriverProviderSettlement@atticusadmin.com on or before August 23, 2024.
- 3) You can mail your Claim Form to the Settlement Administrator at the following address: Driver Provider Settlement, c/o Atticus Administration PO Box 64053 St. Paul, MN 55164 using the enclosed addressed envelope. If you mail your Claim Form, it must be postmarked on or before August 23, 2024.
- 4) You can also fax your claim form on or before August 23, 2024 to the following fax number 1.888.326.6411.

HOW CAN I FILE AN OBJECTION TO THE SETTLEMENT OR TO CLASS COUNSEL'S REQUEST FOR ATTORNEYS' FEES AND COSTS?

If you choose to participate in the Settlement but think that any of the terms of the Settlement are unfair, you may mail a letter to the Settlement Administrator at the address listed below explaining the terms that you think are unfair with a detailed explanation why you believe the Settlement is unfair. You may also file an objection to Class Counsel's Application for Attorneys' Fees and Costs. Your letter must include your name, signature, address and telephone number. To be considered by the Court, your objection must be sent to the following address: The Driver Settlement, c/o Atticus Administration PO Box 64053 St. Paul, MN 55164 and must be postmarked no later than August 23, 2024. If you wish to address the Court personally during the Final Fairness Hearing (explained below) to state your objection, you must indicate that you would like to speak at the Final Fairness Hearing in your letter and then submit your objection to the Settlement Administrator by August 23, 2024. The Settlement Administrator will submit your objection to the Court. If the Court rejects your objection, you will still be bound by the terms of the Settlement Agreement. You cannot object to the terms of the Settlement Agreement if you exclude yourself from the Settlement.

WHEN AND HOW WILL INDIVIDUAL SETTLEMENT AWARDS BE PAID?

Individual Settlement Awards will be paid by check sent from the Settlement Administrator at your last known address. It is very important that you keep your address up to date. If you did not receive a copy of this Settlement Notice at your current address or if you move before your Individual Settlement Award is paid, you need to submit a Change of Information Form to the Settlement Administrator. A copy of that form is included with the Notice and is also available from the Settlement Administrator.

Payment can also be made to you by electronic funds transfer. If you would like payment to be made by electronic funds transfer, and you submit a Claim Form, you can provide your bank information on the online Claim Form.

If you are a FLSA Class Member and do not submit a Claim Form and you want the funds transferred directly to your bank account, you need to submit the Change of Information Form online at www.DriverProviderSettlement.com and provide your bank information. If you do not provide the Settlement Administrator with your bank information, the funds will be mailed to you at your last known address.

If the Settlement is approved, your Individual Settlement Award will be mailed or electronically transferred to you by the Settlement Administrator within twenty (20) days after the Court's approval becomes final if there is no appeal. If there is an appeal, your Individual Settlement Award will be held by the Settlement Administrator in an interest-bearing escrow account until the Settlement becomes final. In the event the Settlement is ultimately not approved by the Court, the Parties will be returned to their previous positions in the Lawsuit and the case will proceed as if no Settlement Agreement had been reached.

It is extremely important that you keep the Settlement Administrator informed of any changes in your address on the Change of Information enclosed herewith or on the Settlement Administrator's website so the Settlement Administrator can mail your check to you.

WHEN WILL THE COURT MAKE A FINAL DECISION ABOUT THE SETTLEMENT?

The Court will hold a Final Fairness Hearing on September 23, 2024 to consider whether the Settlement is fair, reasonable, and adequate for all of the Settlement Class Members and to decide the Named Plaintiffs' application for Service Awards and Individual Damages Awards. The Court will consider any objections that Settlement Class Members timely and properly submit and make a decision whether to approve the Settlement. The hearing will be held in front of the Honorable Susan M. Brnovich, District Judge at 10 o'clock in the morning at:

Sandra Day O'Connor United States Courthouse
401 W. Washington St.
Phoenix, AZ 85003-2118

The date and time of the Final Fairness Hearing may be continued by Order of the Court to a different date and time without further notice.

Class Counsel will represent you and answer any questions the Court may have at the Fairness Hearing. You are welcome to come at your own expense. You may at your own expense pay your own lawyer to attend, but that is not necessary. If you intend to appear and wish to speak at the Final Fairness Hearing or have a lawyer appear on your behalf, your lawyer must file a notice of appearance with the Court on or before September 9, 2024 in order to appear on your behalf.

If you plan to attend, please check the website below or contact the Settlement Administrator to make sure the Final Fairness Hearing date and time has not changed. You do NOT need to attend the final fairness hearing. However, you have the right to attend if you want.

You can also speak in favor of or against the Settlement at the Final Fairness Hearing but only if you timely and properly request to do so.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT AND THE LAWSUIT?

If you request to be excluded, you will **NOT** receive any Individual Settlement Award, you will not be bound by the Settlement Agreement, you will not be a part of the Lawsuit, and you will remain free to pursue whatever

claims you may have against Defendants, and the other Released Parties on your own subject to any applicable statute of limitations or affirmative defenses that may be asserted against you.

To be valid your request to be excluded must be sent to the Settlement Administrator at the following address: Driver Provider Settlement c/o Atticus Administration PO Box 64053 St. Paul, MN 55164 postmarked no later than September 7, 2024.

Regardless of whether you file a Claim Form or receive an Individual Settlement Award, you will be bound by the Settlement if you do not exclude yourself from the Settlement as described above.

WHERE CAN I OBTAIN FURTHER INFORMATION?

This Settlement Notice provides only a summary of the Settlement Agreement. If you would like to see a full copy of the Settlement Agreement, you may contact:

Driver Provider Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164
Toll-Free: 1-800-305-9833
Email: DriverProviderSettlement@atticusadmin.com

If you have questions about the Settlement, or want a copy of the Settlement Agreement, you may also contact Class Counsel at:

Martin & Bonnett, PLLC
4647 N. 32nd St., Suite 185
Phoenix, AZ 85018
602-240-6900

or visit the case website at: www.DriverProviderSettlement.com

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DRIVER PROVIDER,
OR THE DRIVER PROVIDER'S ATTORNEYS WITH QUESTIONS ABOUT THE SETTLEMENT
OR THE LAWSUIT.
THEY CANNOT ANSWER YOUR QUESTIONS.**