

A state court authorized this Notice. This is not a solicitation from a lawyer.

**Notice of Proposed Settlement in**

**Watson, et al v. Prestige Delivery Systems, LLC, et al**

Court of Common Pleas of Allegheny County, GD-09-015746

**This Notice is intended to explain your rights and options and the deadlines to exercise them, as provided in the Settlement Agreement. For a full statement of your rights and options, you should refer to the complete Settlement Agreement (see information under question 1 below). You may also contact Class Counsel (see information under question 16).**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>FILE A CLAIM by MARCH 13, 2019</b>	<b>Stay in the lawsuit. Receive a payment.</b> IF YOU SUBMIT A CLAIM FORM by March 13, 2019 and do not exclude yourself from the Class (see below) you will receive a settlement payment in the mail. You also will give up rights to sue separately for the same or similar legal claims.
<b>ASK TO BE EXCLUDED by FEBRUARY 11, 2019</b>	<b>Receive no payment. Get out of this lawsuit.</b> If you ask to be excluded from the Class, you will not receive a payment from this lawsuit or release from certain claims, but you will keep the right to bring a lawsuit for the same or similar legal claims.
<b>OBJECT by FEBRUARY 11, 2019</b>	<b>Write the Court about why you don't like the Settlement.</b> If you do not ask to be excluded, you may write and ask the Court to consider why you believe that this Settlement should not be approved.
<b>DO NOTHING</b>	<b>Receive no payment. Stay in this lawsuit.</b> If you do not submit a claim or exclude yourself, you will remain a member of the Class and be bound by the Settlement, but you will not receive a payment.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

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## BASIC INFORMATION

### 1. What is the purpose of this Notice?

A class action lawsuit is pending in the Court of Common Pleas of Allegheny County as *Watson, et al v. Prestige Delivery Systems, LLC, et al*, GD-09-015746. Judge Robert Colville is overseeing the case and has authorized this Notice.

**The case involves claims for payroll deductions taken from persons who are or were Pennsylvania residents who worked for Prestige Delivery Systems, LLC, LaserShip, Inc., and any successor in interest, as package pick-up and delivery drivers in Pennsylvania for one week or more, and who were designated as independent contractors during the period of September 10, 2006 to August 15, 2018.**

This Notice is intended to inform you about this class action case and the proposed Settlement. The Settlement Agreement itself is the document that controls this Settlement. The Settlement Agreement is available by contacting the Settlement Administrator at 1-800-222-2760, or by going to the following website: [www.prestigeaction.com](http://www.prestigeaction.com).

You have various options that you may exercise before the Court decides whether to approve the Settlement. If the Court approves the Settlement, payments will be made to the Settlement Class Members as provided in this Notice and the Settlement Agreement.

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

Plaintiffs in this case have claimed, on behalf of themselves and other similarly situated Pennsylvania residents who worked for Prestige Delivery Systems, LaserShip, or any successor, as package pick-up and delivery drivers in Pennsylvania for one week or more, and who were designated as independent contractors, that Prestige Delivery Systems, LaserShip, and any successor in interest, [also referred to as “Defendant”] violated various laws by misclassifying them as independent contractors and because of that misclassification, took unlawful deductions from their weekly pay.

Plaintiffs sought monetary damages, liquidated damages, attorneys’ fees, and costs based on the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.*, and various state common laws.

Defendant denies all of Plaintiffs’ claims, maintains that they have fully complied with all applicable laws and have admitted no fault.

The parties desire to settle this lawsuit solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

### 3. What is a class action lawsuit and who is involved?

In a class action lawsuit, one or more persons called “Class Representatives” sue on behalf of other people who have similar claims. All of these people together are called a “Class” or “Class Members.” The Class Representatives - and all Class Members like them - are called Plaintiffs. The people or entities that Plaintiffs sue (in this case Prestige or LaserShip) are called Defendant. The lawyers who represent the Class are called “Class Counsel.” In a class action lawsuit, all factual questions and legal issues are resolved for everyone in the Class, except for those people who choose to exclude themselves from the Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, all parties agreed to a Settlement solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings. The Class Representatives and Class Counsel think the Settlement is best for all persons who are part of the Class.

## WHO IS IN THE SETTLEMENT?

### 5. Am I part of this Class?

You are a member of the Settlement Class if you are a person who is or was a Pennsylvania resident who worked for Defendant as a package pick-up and delivery driver in Pennsylvania for one week or more, and who was designated by Defendant as an independent contractor during the period of September 10, 2006 to August 15, 2018.

If you received a notice about this settlement in the mail (“Mailed Notice”), then Defendant’s records indicate that you are a member of the Settlement Class. If you did not receive a notice about this settlement in the mail, you still could be a member of the Settlement Class if you fit the above description.

**6. I’m still not sure if I am included.**

If you did not receive a mailed notice or are still not sure whether you are included, you can get free help by contacting the Settlement Administrator. See the information under question 25, below.

**SETTLEMENT BENEFITS – WHAT YOU GET**

**7. Who gets paid and in what amount?**

In full settlement of the Released Claims, Defendant will pay the Settlement Amount of \$1,700,000.00 which shall be used to pay for Settlement costs, court awarded attorneys’ fees and expenses, court approved payments to Class Representatives, and Settlement Payments.

There are as many as 2,000 class members who worked for Defendant as package pick-up and delivery drivers in Pennsylvania for one week or more, and who were designated by Defendant as independent contractors during the period of September 10, 2006 to the present. The total amount of Settlement Payments to be paid each Settlement Class Member will depend on how many Settlement Class Members submit a Claim Form by March 13, 2019.

Those who are not Settlement Class Members because they act to exclude themselves (otherwise known as “opting out”) from this Settlement, as described below, are not eligible to receive a Settlement Payment. You may object to the Settlement, as described below, and still receive a Settlement Payment in the event that the Settlement is approved, if you did not exclude yourself from this Settlement, as described below.

**8. How do I get paid?**

Settlement Class Members must submit a Claim Form by March 13, 2019 in order to be paid. The claim form will be compared to payroll records from Defendant.

If the Class Member submitted a claim form, but his/her physical mailing address has changed since mailing the claim form, the Class Member **must** provide their present address to the Settlement Administrator by March 13, 2019.

**9. What if I do not timely submit a completed Claim Form?**

If you fail to submit a completed Claim Form by mail postmarked by March 13, 2019, you will not get paid.

**10. When do I receive payment?**

The Court will hold a fairness hearing on **April 2, 2019 at 9:00 a.m.** to decide whether to approve the Settlement as fair, reasonable, and adequate. No later than forty-five (45) days following the Final Approval Order, the Settlement Administrator will issue checks made payable to each participating Class Member. Information about the progress of the case will be available by contacting the Settlement Administrator or by visiting the website.

**11. What else do I receive by not excluding myself from the Settlement Class?**

Beyond preserving your eligibility to receive payment as a Settlement Class Member (provided that you meet all other terms and conditions for receiving payment) you do not receive anything else as a consequence of not excluding yourself from the Settlement Class.

**12. What am I giving up to get a payment and stay in the Class?**

Unless you exclude yourself, you will be part of the Settlement Class. The final Court order approving the Settlement will apply to you and legally bind you, even if you don’t submit a claim form.

The full release is as follows. Please read this release carefully, as it will be binding if the Settlement is approved and you do not exclude yourself from the Settlement:

I agree to release all claims asserted in the lawsuit or that are reasonably related to the lawsuit and based on the identical factual predicate as that underlying the claims in this settled class action even though the claims were not presented. These include all claims relating in any way to independent contractor or employee classification and/or for expense deductions as well as all claims stated in any Complaint filed by the class members, [Plaintiffs] through August 15, 2018.

The Release will **not include** any claim not released under the terms above.

If you want the right to sue for claims related to wages you claim are owed to you by Prestige Delivery Systems and/or LaserShip or any successor-in-interest, you must exclude yourself from the Settlement Class in this case. If you exclude yourself, you will not be eligible to recover any benefits as a result of the settlement of the action.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must write a letter, stating that you reject the settlement and wish to preserve your claims against Prestige Delivery Systems and/or LaserShip. You must send the letter to the **Settlement Administrator at Prestige Class Action**, c/o Settlement Administrator, P.O. Box 1367, Blue Bell, PA 19422, postmarked no later than **February 11, 2019**. To be valid, your letter must include your full name and current mailing address, and include your signature.

Requests for exclusion from the Settlement Class that are not postmarked on or before **February 11, 2019** will not be honored. You cannot exclude yourself from the Settlement Class by telephone or e-mail or by mailing a request to any other location. You cannot exclude yourself by having an actual or purported agent or attorney acting on behalf of you or a group of Settlement Class Members sign the letter. You must personally sign the letter to be excluded from the class.

### 14. If I don't exclude myself, can I sue the Defendant later?

No, not for the same or similar legal claims or conduct that occurred before August 15, 2018.

### 15. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself from the Class, you won't get any money or benefits from this Settlement. If you exclude yourself, you should not ask for money from the class action Settlement. You cannot do both.

## THE LAWYERS REPRESENTING YOU

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

The Court has decided that the following attorneys are qualified to represent you and all Class Members. Together these attorneys are called "Class Counsel." Please note that staff at Community Justice Project can communicate with persons who speak Spanish or English:

Megan Lovett, Esq. and Marielle Macher, Esq.  
Community Justice Project  
100 Fifth Ave. Suite 900  
Pittsburgh, PA 15222  
www.cjplaw.org  
866-482-3076

Margaret Fried, Esq. and Evalynn Welling, Esq.  
Fried Law Offices  
P.O. Box 21595  
Pittsburgh, PA 15217  
412-325-0170

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

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

**18. How will the lawyers be paid, and will there be service awards?**

Class Counsel have not received any fees or reimbursement for any of the expenses associated with this case and will ask the Court for an award of attorneys' fees and expenses that does not exceed \$566,610.00 which is 33.33% of the Settlement Amount. In addition, Class Counsel will ask that the Court award Settlement Class Representatives of the Class a total of \$2,500.00 in service awards in recognition of their efforts on behalf of the Class. Any fees, expenses or service awards that Class Counsel request must be approved by the Court as fair and reasonable and will be subtracted from the Settlement Amount.

**OBJECTING TO THE SETTLEMENT**

**19. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member (you are not excluding yourself from the Class), you can tell the Court that you object to the Settlement if you believe that any part of it should not be approved as fair, reasonable, and adequate. The Court will consider all comments from Class Members.

To object to the Settlement, you must send a letter, along with any supporting written or documentary materials, by U.S. mail to **Settlement Administrator** at Prestige Class Action, c/o Settlement Administrator, P.O. Box 1367, Blue Bell, PA 19422 postmarked no later than **February 11, 2019**.

The Settlement Administrator promptly will provide copies of any objections to counsel for each of the Settling Parties. If you do not submit a written objection to the proposed Settlement or the application of Class Counsel for Service Awards, attorneys' fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning the matter.

**20. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**FINAL APPROVAL AND FAIRNESS HEARING**

**21. When and where will the Court decide to approve the Settlement?**

The Court will hold a fairness hearing on April 2, 2019 at 9:00 a.m. in Courtroom 815 at the City-County Building at 414 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

**22. Do I have to come to the hearing?**

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

**23. May I speak at the hearing?**

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for service awards, attorneys' fees, and expenses. To do so, you must send a letter saying that you intend to appear at the fairness hearing. The letter must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and include your full name, your current address and your telephone

number. You must send your notice to the Settlement Administrator address listed under question 19 above, postmarked no later than **March 22, 2019**. The Settlement Administrator promptly will provide copies to counsel for each of the Settling Parties. You cannot speak at the hearing if you excluded yourself or if you failed to timely submit a written objection (see question 19 above).

### **IF YOU DO NOTHING**

#### **24. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will remain a member of the Settlement Class and be bound by the Settlement, including the release of claims, but you will not receive a payment.

### **ADDITIONAL INFORMATION**

#### **25. Are there more details available?**

Yes. Class Counsel has additional information on the litigation and Settlement and documents such as the Class Action Complaints filed by Plaintiffs. Updates regarding the case will be available at [www.prestigeclassaction.com](http://www.prestigeclassaction.com) or upon request. You may call the Settlement Administrator at 1-800-222-2760 or write them at Prestige Class Action, c/o Settlement Administrator, P.O. Box 1367, Blue Bell, PA 19422.