

CLASS NOTICE

CLASS ACTION INFORMATION PACKET AND LEGAL NOTICE

A state court authorized this notice. This is not a solicitation.

A settlement has been reached in a class action lawsuit brought on behalf of certain line haul truck drivers against Sourdough Express, Inc., concerning wage and overtime claims. The case is called *Shawn Osterback v. Sourdough Express, Inc.*, Case No. 3AN-18-7080 Cl. The settlement of this case may affect your legal rights. Based on the parties' agreement, a settlement fund of \$700,000 has been created to pay amounts to holders of valid claims, as well as lawyers' fees and costs, that are approved by the court. The Alaska Superior Court will hold a hearing to decide whether to give final approval to the settlement. Those included in the class action, (the "Class") may participate in the settlement, may exclude themselves from the Class, or may object to the settlement. The following describes your rights as a member of the Class.

Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	If you are receiving this notice, you have been identified as a member of the Class. If you do nothing and the settlement is approved by the court, you will be entitled to receive compensation as described in this notice, and your claims against Sourdough Express, Inc. ("Sourdough") and the other released parties will be forever released.
EXCLUDE YOURSELF	If you exclude yourself from the Class, you will get no compensation from the class action. This is the only option that allows you to individually pursue your own legal rights, if any, against Sourdough on the legal claims addressed in this settlement.
OBJECT	Write to the Court about why you don't like the settlement or the proposed distribution. If you object in writing, you are also entitled to be heard at the hearing on the fairness of the settlement.
GO TO A HEARING	If you file a written objection, you can ask to speak in Court about the settlement.

*These rights and options – **and deadlines to exercise them** – are explained further below.*

BASIC INFORMATION

1. Why has this notice been issued?

The Court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options, including the right to compensation, before the Court decides whether to give “final approval” to the settlement. If the Court approves the settlement, and after any appeals are resolved, compensation will be paid to Class members who have not excluded themselves from the Class. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for the benefits, and how to get the benefits.

Alaska Superior Court Judge Andrew Guidi is overseeing the settlement of this class action lawsuit and has authorized the issuance of this notice. The case is *Shawn Osterback v. Sourdough Express, Inc.*, Case No. 3AN-18-7080 CI. The person who sued is called the “Plaintiff” and the party being sued is called the “Defendant.”

2. What is this lawsuit about?

In 2018, Shawn Osterback, on behalf of himself, and other then-current and past line haul truck drivers (“Drivers”), filed a court complaint against Sourdough seeking recovery of overtime compensation and liquidated damages under Alaska Statute 23.10.050-150, the Alaska Wage & Hour Act (“AWHA”). Plaintiff alleges that Drivers were not exempt from the overtime requirements of the AWHA, and that Drivers had worked in excess of eight hours per day and forty hours per week without receiving overtime compensation as required by the AWHA. Sourdough disputed all claims against it, and asserted a variety of defenses, including that the Drivers were exempt employees under a specific exclusion for line haul drivers contained in AS 23.10.060(d)(15).

3. Why is this a class action?

In a class action, one or more persons like you, called “Class Representatives” (in this case, Shawn Osterback), sue on behalf of people who have similar claims. A court can decide that certain people are a “Class” or “Class members” whose claims should be brought together in one lawsuit (a “class action”) and this decision by a court is called “class certification.” When a class is certified, one court resolves the issues for all Class members, except for those who exclude themselves from the Class. In this case, the Court has “certified” the Class for purposes of this settlement.

4. Why is there a settlement?

No Court has decided in favor of either the Defendant or the Plaintiff in this case. Instead, both sides agreed to a settlement to avoid the cost and risk of a trial, and so that the people allegedly affected can get compensation in exchange for releasing the Defendant and related parties from liability and dismissing the lawsuit. The Defendant denies any wrongdoing and the settlement does not mean the Defendant admits that it did anything wrong or that it violated any laws. The Class Representative and the lawyers representing him and the Class think the settlement is in the best interests of the Class.

WHO IS IN THE SETTLEMENT

5. How do I know if I am a part of the settlement?

The Court has certified the following class for settlement purposes only pursuant to the Settlement Agreement:

All individuals employed by Sourdough Express, Inc., as line haul truck drivers at any time between and through May 1, 2016 and May 31, 2018, who worked for more than eight hours in a day or more than 40 hours in a week.

If you received this notice, you have been identified as a Driver who drove one or more line haul routes for Sourdough at any point between those dates, and thus you are a Class Member who will participate in the settlement unless you exclude yourself from the Class as described below.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

The Defendants have established a \$700,000 settlement fund to pay valid claims of Class members, as well as lawyers' fees for Class Counsel and costs Class Counsel advanced on behalf of the Class. The Settlement Agreement, available from Class Counsel and in the official records of these proceedings on file with the Clerk of the Court, describes all the details of the proposed settlement. The final distribution of the settlement fund will be made pursuant to an order of the Court.

7. What can I get from the settlement?

Class Counsel retained the services of an expert who analyzed Sourdough's time and compensation records for the time period covered by the class action. Using this information, the expert calculated the amount of overtime compensation claimed by each Class Member under the claims asserted in the complaint. Because a portion of the settlement will be paid to the Class Counsel for fees and costs and to the Class

Representative for his services, Class Counsel has proposed a plan that the Court has preliminarily approved, under which each Class Member will receive one hundred and seventeen (117%) percent of their calculated overtime claim (not including liquidated damages and interest). The final distribution will be made pursuant to an order of the Court.

If the court grants final approval to the proposed distribution plan, the payment you will receive is \$<<Award Amount>>. Because the settlement addresses claims for unpaid wages, a portion of the payment will be subject to standard payroll withholdings before it is paid to you.

Talk to Class Counsel (see the section on “The Lawyers Representing You”) or your own lawyer if you have questions about the compensation available to Class Members.

8. Who will oversee the settlement fund and compensation to Class members?

An independent Court-appointed settlement administrator (“Administrator”) will oversee the distribution of the settlement fund and compensation to Class members. SSI, Inc. has been appointed by the Court to be the Administrator.

9. What am I giving up by staying in the Class and receiving compensation?

If the settlement becomes final, you will release the Defendant and related parties from all liability for any claims for overtime and for a related penalty under Alaska Statute 23.05.140 through May 31, 2018. That means you cannot sue them ever again for these claims, and your claims against the Defendant and related parties will be dismissed and released. These specific claims, called “Released Claims,” are described in the Settlement Agreement that is available upon request from Class Counsel, and in the official records of these proceedings on file with the Court. Talk to Class Counsel (see the section on “The Lawyers Representing You”) or your own lawyer if you have questions about the Released Claims.

THE CLAIMS PROCESS

10. How can I get compensation?

As a member of the Class, you do not need to do anything further to receive the compensation to which you are entitled under the settlement. You should make sure, however, that the Administrator and Class Counsel have your current contact information if the address in this mailing is incorrect or if you move or change either your email or postal address.

11. When would I get my compensation?

The Court has scheduled a hearing on November 19, 2021, to decide whether to approve the settlement (see the section on “The Court’s Fairness Hearing”). However, even if Judge Guidi approves the settlement at that time or sometime after that, there may be appeals. Any appeal(s) must be resolved before any distributions from the settlement fund can be made, and resolving any such appeal(s) could take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want compensation from this settlement, and you want to keep the right to sue the Defendant over any legal claims being resolved in this settlement, then you must take steps to get out of this settlement. This is called asking to be excluded from the class. This is also sometimes referred to as “opting out” of the Class. Any Class member who does not request exclusion will be bound by all of the judgments made by the Court.

12. If I exclude myself, can I get compensation from the settlement?

No. If you exclude yourself, you will not get any compensation from the settlement and you will not be bound by the settlement of this lawsuit.

13. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Defendant and certain of their related parties for all the claims that this settlement resolves. You must exclude yourself from this Class to start or continue your own lawsuit, or to be part of any different lawsuit, relating to the claims that this settlement resolves.

14. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must notify the Administrator that you want to opt out of the Class and be excluded from the Settlement this case. You cannot ask to be excluded from the settlement on the phone.

Your exclusion request must be submitted through the class settlement website available at <https://www.linehaulsettlement.com>. Pursuant to the Settlement Agreement exclusion requests must be submitted on or before **September 19, 2021**.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed an Attorney to represent you and other Class members as “Class Counsel.” The Class Counsel is Timothy Seaver. You will not be individually charged for this lawyer. If you do not exclude yourself from the settlement (see “Excluding Yourself from the Settlement” above) and you want to be represented by another lawyer of your choosing, you may hire one at your own expense. You may contact Class Counsel at:

Timothy W. Seaver
Seaver & Wagner, LLC
421 W. 1st Avenue, Ste. 250
Anchorage, Alaska 99501
907-646-9033
tseaver@seaverwagner.com

16. How will the Class Counsel and the Class Representative be paid?

The Court will decide what the Class Counsel and the Class Representative will be paid. For their efforts in representing the Class, Class Counsel will ask that they receive thirty-three (33) percent of the settlement fund for attorneys’ fees. Class Counsel also will ask for reimbursement of expenses advanced on behalf of the Class in the amount of \$15,216.01. Class Counsel will also ask for an award for the Class Representative of \$54,211 which is approximately \$22,497.57 greater than the amount he would receive as a Class Member. The increased award to the Class Representative is intended to compensate him for the effort and risk he undertook on behalf of the Class in filing and pursuing the class action. You may object to these proposed awards as described below.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement, or some part of it, or to the proposed distribution of the settlement fund.

17. How do I tell the Court if I do not like the settlement or proposed distributions?

If you are a Class member, and you do not opt out of the Class, you can object to any part of the settlement and you may object to the proposed distributions described in this notice or set forth in the attached exhibit. You must give reasons why you think the Court should not approve the settlement and/or distributions. The Court will consider your views

if you properly submit a written objection on time. Your objection should include the following: (1) your name, address, telephone number, email address if you have one, and your signature; (2) the name, address, and telephone number of your attorney, if you have one; (3) a statement that you are a member of the Class; (4) the reasons why you object to the settlement or the proposed distribution and any supporting materials, papers, and legal briefs that you want the Court to consider; (5) the name and address of any witness you intend to call at the Fairness Hearing (see “The Court’s Fairness Hearing” below), including a statement of the matters on which they want to testify and a summary of each witness’s proposed testimony. Your objection must be sent via United States mail, postage prepaid, to the Class Counsel at the following address and must be postmarked on or before **September 19, 2021**.

Timothy W. Seaver
Seaver & Wagner, LLC
421 W. 1st Avenue, Ste. 250
Anchorage, Alaska 99501
907-646-9033

Class Counsel will file with the Court all timely objections he receives by mail. If you file an objection, it is recommended that you go to the Fairness Hearing during which the Court will consider your objection. If you are outside Anchorage, you may be able to make arrangements to attend the Fairness Hearing by telephone. (Please contact Class Counsel if you wish to attend by telephone.) You can, but do not have to, hire your own lawyer, at your own expense, to appear with you at the Fairness Hearing. For more information, please see the Court orders available on request from Class Counsel and in the official records of these proceedings on file with the Court.

18. What is the difference between objecting to the settlement and opting out of the settlement?

Objecting is simply telling the Court that you don’t like something about the settlement. The Court will consider your objection and make its ruling. If the settlement is approved, you will receive compensation as ordered by the Court. Opting out is telling the Court that you don’t want to be part of the Class. If you opt-out, you cannot object to the settlement, because the settlement no longer affects you, and you will not receive any settlement compensation.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing beginning at 9:00 a.m. on November 19, 2021, in Courtroom 504, Alaska Superior Court, 825 W. 4th Avenue, Anchorage, Alaska 99501. The hearing may be moved to a different date or time or location without additional notice, so it is a good idea to check with Class Counsel. At this hearing, the Court will consider

whether the settlement is fair, reasonable, and adequate. The Court will consider whether to approve the settlement and the proposed distributions, including payments for attorneys' fees, costs, etc., and the award for the Class Representative. If there are objections to the settlement or the proposed distributions, the Court will consider them at the Fairness Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Guidi may have. You are welcome to come at your own expense. However, if you send an objection (see "Objecting to the Settlement" above), it is recommended that you come to the Fairness Hearing to talk about your objection. You may also have your own lawyer participate at the Fairness Hearing (at your expense), but it is not required. If the Court establishes the Fairness Hearing as a "virtual hearing" with participants permitted to engage electronically such as by telephone, zoom, or some similar method, you or your attorney must make the arrangements to participate in that fashion.

21. May I speak at the hearing?

You may go to the Fairness Hearing and ask the Court for permission to speak. Generally, however, you can only speak at the Fairness Hearing if you file a timely written objection to the settlement following the procedures set forth in this notice (see the section on "Objecting to the Settlement" above). The date and time of the hearing is shown in question 19 above. You cannot speak at the Fairness Hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you are a Class Member and will receive compensation as ordered by the Court if the Settlement Agreement is approved. Also if you do nothing, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any related parties for the claims that this settlement resolves.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed settlement. Details are set forth in the Settlement Agreement and related documents filed with the Court. You can get a copy of the Settlement Agreement and certain other related documents about the settlement on request from Class Counsel:

Timothy Seaver
Seaver & Wagner, LLC
421 W. 1st Avenue, Ste. 250
Anchorage, Alaska 99501
907-646-9033

Class Counsel can also answer any additional questions you may have.