

NOTICE OF COLLECTIVE ACTION SETTLEMENT

This is a Notice of Settlement for the Collective Action Titled:
Hose v. Washington Inventory Service Inc., et. al.
United States District Court, Southern District of California
Case No. 3:14-CV-02869-WQH

Please Read This Entire Notice Carefully. This Notice Involves Your Legal Rights.

A federal court authorized this notice. This is not a solicitation from a lawyer.

You are receiving this notice because you were employed by Washington Inventory Service, Inc., d/b/a WIS International (“WIS”) as an Inventory Associate and submitted a consent to join this case on or before September 19, 2016. The lawsuit alleged that WIS failed to pay federal minimum wages, straight time wages, and overtime compensation to Inventory Associates for all hours worked. WIS denied the allegations and both sides strenuously fought for their positions during the course of the case. On July 2, 2018, before the Court could reach a decision on the merits, WIS filed a voluntary petition for Chapter 11 bankruptcy. In the meantime, a newly formed company called Retail Services WIS acquired the WIS International business in connection with a foreclosure sale on or about June 8, 2017. The lawsuit was then amended to allege that Retail Services WIS became legally liable for events that occurred before it acquired the WIS business and that Retail Services WIS separately failed to pay federal minimum wages, straight time wages, and overtime compensation to Inventory Associates for all hours worked after it acquired the WIS business. Retail Services WIS denies the allegations in the case and further denies any legal liability for events that occurred before it acquired the WIS business. The parties strenuously fought for their positions on the impact of the bankruptcy and on the question of whether Retail Services WIS could be held liable for alleged violations occurring before it acquired the WIS business. Eventually, after extensive litigation and negotiations, the parties reached a compromise or “Settlement.” The Court has initially approved this Settlement. This Notice describes your rights and potential benefits under the Settlement.

FOR YOU TO RECEIVE YOUR PRO-RATA SHARE OF THE SETTLEMENT MONEY, YOU MUST SUBMIT THE CLAIM FORM IN ACCORDANCE WITH THE INSTRUCTIONS BELOW. A COPY OF THE CLAIM FORM IS ENCLOSED WITH THIS NOTICE AND ALSO CAN BE OBTAINED AT www.WISInventoryAssociateClassSettlement.com OR BY CALLING TOLL-FREE AT 1-844-245-3775

- This collective action Settlement pays money to individuals who worked for WIS and/or Retail Services WIS as Inventory Associates and who opted in to this lawsuit on or before September 19, 2016. This Settlement resolves claims that WIS and Retail Services WIS failed to pay its Inventory Associates for all hours worked.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

SUBMIT A CLAIM	<p>Submit a claim, receive compensation and lose rights to sue separately.</p> <p>If you submit a Claim Form, you will receive compensation for the claims asserted on your behalf in this collective action. You will receive your payment in two disbursements: one projected to occur in the Third Quarter of 2020 and one projected to occur in December of 2021. You will also give up any rights to sue WIS or Retail Services WIS separately about the same or similar legal claims in this lawsuit that occurred from July 22, 2013 through December 12, 2019.</p>
DO NOTHING	<p>Receive a minimum payment and lose rights to sue separately.</p> <p>If you do nothing, you will receive a minimum payment of \$50 in or around December 2021. You will also give up any rights to sue WIS or Retail Services WIS separately about the same or similar legal claims in this lawsuit that occurred from July 22, 2013 through December 12, 2019.</p>
ASK TO BE EXCLUDED	<p>Get no compensation. Keep rights to sue separately.</p> <p>If you ask to be excluded from the Settlement you will not receive any compensation in the Settlement but you retain the right to file a claim separately. However, please be aware that there are time limits for you to file a claim separately.</p>
COMMENT OR OBJECT	<p>Tell the Court why you like or don't like the Settlement.</p> <p>You must remain a member of the collective action to comment or object to the Settlement. This means you cannot object to the Settlement if you also are asking to be excluded from it.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The payments described in this notice will be made to you only if the Court approves the Settlement and after all appeals, if any, are resolved.

BASIC INFORMATION

1. Why did I get this notice?

You got this notice because of a proposed Settlement of a collective action lawsuit filed against WIS and because you are in the Settlement Collective. You are in the Settlement Collective because you worked as an Inventory Associate for WIS on or after July 22, 2013 and submitted a “consent to join” form in this lawsuit on or before September 19, 2016.

The Court authorized this Notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. This Notice explains the collective action, the Settlement, your legal rights, available benefits, who is eligible for them, and how to get them. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice.

The Court in charge of the collective action is the United States District Court for the Southern District of California and the case is known as *Hose, et al. v. WIS, et al.*, Case No. 3:14-cv-02869 WQH. The person who sued is called the Plaintiff and the companies he sued are called the Defendants. There are three defendants in this case: Washington Inventory Service d/b/a WIS International (now a debtor in a chapter 11 bankruptcy proceeding); Retail Services WIS; and Centre Lane Partners. They are collectively referred to in this Notice as “Defendants.”

2. What is this lawsuit about?

This lawsuit was brought under the Fair Labor Standards Act (FLSA), a federal law that requires employers to pay minimum wage to all employees and overtime compensation to certain employees who work more than 40 hours in a week. The lawsuit alleges that WIS (and later, Retail Services WIS) denied federal minimum wages, straight time and overtime compensation to its Inventory Associates by requiring them to perform work off-the-clock, without compensation. The categories of work Plaintiffs allege were not compensated include travel time, pre-counting preparation work, and post-counting wrap-up work. Defendants deny that the claims have merit.

Richard Hose is the individual who initiated the lawsuit. He is a former Inventory Associate of WIS and filed the original complaint on December 4, 2014. Defendants deny and continue to deny the allegations in the complaint. In 2016, the Court overseeing the case issued an Order permitting other individuals who worked as Inventory Associates for WIS on or after July 22, 2013, to “opt in” to the case as “opt-in Plaintiffs.” These individuals had until September 19, 2016, to opt in to the lawsuit by submitting a “Consent to Join” form. As stated above, you are receiving this Notice because you are one of those individuals. After the period for opting in to the lawsuit, the parties continued to litigate the case strenuously. WIS continued to deny the allegations and the Plaintiffs continued to assert them.

Before a decision was reached on the merits of the lawsuit, creditors of WIS provided notice that WIS had defaulted on its credit agreements with various lenders, and that the lenders would be conducting a foreclosure sale of the company. On June 8, 2017, a newly formed company called Retail Services WIS acquired the WIS International business as part of this foreclosure sale. On July 2, 2018, WIS filed a voluntary petition for Chapter 11 bankruptcy.

Retail Services WIS denies the allegations in the case and further denies any legal liability for events that occurred before it acquired the WIS business. In addition, the original defendant, Washington Inventory Services, has claims asserted against it of approximately \$252,801,291 in the bankruptcy proceeding. The parties strenuously fought for their positions on the extent to which the Plaintiffs in this lawsuit could recover their claims in the bankruptcy, given the other claims asserted. The parties also strenuously fought for their positions on the question of whether Retail Services WIS could be held liable for alleged violations occurring before it acquired the WIS business.

Eventually, after extensive litigation and negotiations, the parties reached a compromise or “Settlement.” The Court has initially approved this Settlement. This Notice describes your rights and potential benefits under the Settlement.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, a Settlement was reached through the bankruptcy proceedings filed by WIS. The proposed Settlement is part of the bankruptcy plan and will resolve not just the claims asserted in this case, but the wage claims in another lawsuit against WIS, *Arispe v. Washington Inventory Services, Inc., et al.*, RIC 1801185 (California Superior Court, County of Riverside), and the deferred compensation/benefits claims of other employees of WIS.

This global Settlement will allow all parties to avoid the risks and cost of continued litigation in the Federal District Court, California Superior Court, and Federal Bankruptcy Court. The people affected will receive compensation more quickly. Plaintiff and his attorneys think the Settlement is best for the Collective.

THE TERMS OF THE SETTLEMENT

4. What does the Settlement provide?

The Settlement provides for a total Settlement monetary amount of \$7,015,516.59. This total amount consists of approximately \$3,115,516.59 coming out of the bankruptcy estate and a contribution of \$3,900,000 from Retail Services WIS. Retail Services WIS is making its contribution over time: its first payment is \$250,000 upon the Effective Date of the Chapter 11 Bankruptcy Plan; its second payment is \$750,000 by no later than December 1, 2019, or within 30 days after the Effective Date of the Chapter 11 Bankruptcy Plan, whichever is later; its third payment is \$725,000 by no later than June 30, 2020; its fourth payment is \$725,000 by no later than December 31, 2020; its fifth payment is \$725,000 by no later than June 30, 2021; and its sixth payment is \$725,000 by no later than December 1, 2021. In addition, approximately \$400,016.59 of the Settlement is reserved in a deferred compensation trust until June 9, 2021, at which time it will become available for distribution to the opt-in Plaintiffs in this case, so long as Retail Services WIS is still solvent at that time.

In light of the phased funding described in the preceding paragraph, the Settlement calls for two distributions to be made to the individual opt-in Plaintiffs: the first distribution is scheduled to occur within 30 days of the Effective Date of the Chapter Bankruptcy Plan (projected to be the Third Quarter of 2020); and the second distribution is scheduled to occur shortly after the final contribution by Retail Services WIS in December 2021.

Of the total Settlement amount of \$7,015,516.59, there is an allocation of \$450,000 to settle claims for civil penalties brought on behalf of the State of California in a lawsuit known as *Arispe v. Hose*, referenced above, now pending in the Superior Court of California, County of Riverside, Case No. RIC 1801185. The remaining \$6,565,516 is allocated to the *Hose v. WIS* lawsuit. The formula and procedure for distributing and dividing this amount is explained in Section 5 below.

In order to receive your proportional share of the money under the Settlement in addition to a minimum Settlement payment described in Section 5 below, you must submit a valid and timely Claim Form. A copy of the Claim Form is included with this Notice and can also be found online at the following website: **www.WISInventoryAssociateClassSettlement.com**. For your Claim Form to be valid, you must fill out all the information requested and affix your signature or electronic signature as indicated on the Form.

You may submit the Claim Form online at **www.WISInventoryAssociateClassSettlement.com** or mail it to the Settlement Administrator at the following address:

Hose v. Washington Inventory Services, Inc., et al.
c/o Settlement Administrator
PO Box 58938
Philadelphia, PA 19102-8938

If you submit the Claim Form online, it must be submitted no later than April 7, 2020 to be timely.

If you submit the Claim Form by mail, it must be postmarked no later than April 7, 2020 to be timely.

5. How will the Settlement money be split up?

As discussed in Section 4 above, the total settlement amount of \$7,015,516.59 has approximately \$6,565,516.59 reserved for this case (*Hose v. WIS*) and \$450,000 reserved for the other case of *Arispe v. WIS*, which sought civil penalties on behalf of the State of California.

The \$6,565,516.59 for this case will cover the following payments: (a) payments to the opt-in Plaintiffs who previously submitted Consent to Join forms in the *Hose v. WIS* case on or before September 19, 2016; (b) the costs of administering the Settlement notice, payments, tax reporting and other aspects of the Settlement; (c) any Service Award approved by the Court to the named Plaintiff for his time and effort in initiating and prosecuting this case on behalf of the other opt-in Plaintiffs; and (d) any award of attorneys' fees and costs to Plaintiffs' Counsel that may be awarded by the Court. The settlement administration expenses are currently estimated to be approximately \$220,370. As discussed in Section 14 below, the Plaintiffs' attorneys will make an application to the Court for attorneys' fees of up to one-third (1/3) the *Hose* Total Settlement Amount of \$6,565,516.59, plus reimbursement of reasonable out-of-pocket costs and expenses. As discussed in Section 15 below, the named Plaintiff will also make an application for a Service Award for his work in initiating and prosecuting this case over the past five years, as well as for volunteering to sit on the Committee of Unsecured Creditors in the Chapter 11 bankruptcy proceeding.

The amount remaining after payments made for settlement administration, attorneys' fees and costs, and the named Plaintiff Service Award is called the Net Settlement Amount. **Any opt-in Plaintiff who wishes to receive a proportionate share of the Net Settlement Amount must submit the Claim Form no later than April 7, 2020. Specific instructions for submitting the Claim Form are on the enclosed Claim Form. PLEASE READ THESE INSTRUCTIONS CAREFULLY. A copy of the Claim Form is provided with this Notice. You may also obtain a copy at www.WISInventoryAssociateClassSettlement.com or by contacting the Settlement Administrator at the following toll-free telephone number: 1-844-245-3775.**

6. How much of the Settlement will I receive?

Individual opt-in Plaintiffs who submit a valid and timely Claim Form will receive an individual share of the Settlement pool based on his or her proportionate share of "Adjusted Settlement Workweeks." The number of Adjusted Settlement

Workweeks for an individual opt-in Plaintiff is based on the number of actual weeks that the individual Plaintiff worked as an Inventory Associate for Defendants from July 22, 2013 through December 12, 2019. The actual number of workweeks of each individual is adjusted upwards based on the following formula: (a) each workweek will be multiplied by three for an opt-in Plaintiff who was not compelled to arbitration and who either appeared for deposition or submitted substantive interrogatory responses in the case; and (b) each workweek will be multiplied by two for an opt in Plaintiff who was compelled to arbitration and who substantially completed the written survey circulated via <https://WIS.claims>.

Once the number of Adjusted Settlement Workweeks for each individual opt-in Plaintiff who submits a valid and timely Claim Form is determined, all the Adjusted Settlement Workweeks for all the opt-in Plaintiffs who have submitted a valid and timely Claim Form will be added together. The Net Settlement Amount will then be divided by the total Adjusted Settlement Workweeks to establish the monetary value per Adjusted Settlement Workweek. Then, the Settlement share for each opt-in Plaintiff who submits a valid and timely Claim Form will be determined by: (a) multiplying that individual's total number of Adjusted Settlement Workweeks by the Adjusted Settlement Workweek monetary value; and (b) adding another \$50 Minimum Settlement Payment to this amount to get the total settlement award.

This allocation formula is designed to account for the increases in the value of claims that may occur as a result of an individual participating in discovery, remaining in a collective action versus being referred to individual arbitration, and/or having comparatively more or less workweeks than other otherwise similarly situated Plaintiffs. The Parties in the case agree that the payments are designed to provide a fair settlement to each opt-in Plaintiff in light of the uncertainties regarding the compensation alleged to be owed and the calculation of such amounts.

For you to participate in the allocation described in the preceding paragraph, you must submit a valid and timely Claim Form no later than April 7, 2020, as discussed in Section 4 above.

Plaintiffs who submit valid and timely Claim Forms will receive their settlement shares in two disbursements: one estimated to occur in or about the Third Quarter of 2020; and a second estimated to occur in or about December 2021. Plaintiffs who do not submit a valid and timely Claim Form will not receive a proportionate share of the Settlement according to this formula. Instead, such individuals will receive a \$50 minimum Settlement payment in or about December 2021, unless they submit a timely request to be excluded from the Settlement pursuant to Section 10 below. Plaintiffs who submit a valid and timely request to exclude themselves from the Settlement will not receive any Settlement payment.

The final amount you receive will depend on whether you submit a valid and timely Claim Form on or before April 7, 2020, and the number of other opt in Plaintiffs who also submit valid and timely Claim Forms.

7. What if the information about my workweeks is incorrect?

The employment records kept by Defendants show that you worked a total of <<WW>> weeks as an Inventory Associate for Defendants from July 22, 2013 through December 12, 2019. These records are presumed to be accurate. However, if you disagree with the number of eligible workweeks printed above, you may dispute it. If you dispute the number of workweeks shown in Defendants' records, you must explain your position to the Settlement Administrator in writing no later than **April 7, 2020**. You may submit your submission by mail or online to the Settlement Administrator. The mailing address is:

Hose v. Washington Inventory Services, Inc., et al.
c/o Settlement Administrator
PO Box 58938
Philadelphia, PA 19102-8938

If you make your submission online, you must do so through the following website: **www.WISInventoryAssociateClassSettlement.com**. Please be sure to include any supporting documentation (such as pay stubs, W-2s, tax returns, or other records showing your total workweeks with Defendants) with your submission. The Settlement Administrator will make a final determination regarding your Settlement share after reviewing your submission, double checking Defendants' records, and consultation with Defendants' and Plaintiffs' Counsel.

8. How are Settlement Payments Reported for tax purposes?

Individual Settlement Payments will be allocated as follows: one-third (1/3) of each Individual Settlement Payment will be allocated as wages for which an IRS Form W-2 will be issued; one-third (1/3) will be allocated to alleged interest for which an IRS Form 1099-INT will be issued, and one-third (1/3) will be allocated to alleged penalties for which an IRS Form 1099-MISC will be issued if the individual penalty payment is equal to or greater than \$600. The Minimum Payment of \$50 will be allocated as a penalty.

You will need to speak with an accountant or other tax professional about any tax implications of your Settlement checks.

9. What am I releasing to stay in the Collective and get compensation?

Unless you exclude yourself, you are staying in the Settlement Collective. That means you will not be able sue, continue to sue, or be part of any other case, arbitration or adjudicatory proceeding making claims based on or arising from unpaid minimum wages, straight time wages, or overtime wages that may have been denied to you during any time you worked as an Inventory Associate for Defendants between July 22, 2013 and December 12, 2019. This includes all claims asserted or which could have been asserted based on or arising from the facts and claims alleged in the Third Amended Complaint, filed August 7, 2017, in the *Hose v. WIS* Lawsuit, which have accrued between July 22, 2013 and December 12, 2019. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself from this Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail clearly saying that you have read this Notice and want to be excluded from the Settlement Collective in *Hose v. Washington Inventory Service, Inc.*, No. 3:14-cv-02869-WQH (S.D. Cal.). To be valid, the exclusion request must also provide (1) your name; (2) your signature; (3) your employee identification number or the last four digits of the Social Security Number; (4) any current mailing address you may have; (5) any current telephone number where you can be reached; and (6) any current email address you may have. To be valid, you also must mail your exclusion request postmarked no later than **April 7, 2020**, to:

Hose v. Washington Inventory Services, Inc., et al.
c/o Settlement Administrator
PO Box 58938
Philadelphia, PA 19102-8938

You cannot exclude yourself on the phone, Internet or by email. If you submit your request to be excluded, you will not get any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this case. **However, if you request to exclude yourself, be aware that there will be a time limit to bring your claims that may expire.**

11. If I exclude myself, can I get the benefits of this Settlement?

No. If you exclude yourself from the Settlement Collective you won't get any payments or benefits from this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

In the original Consent to Join form you previously submitted in this case on or before September 19, 2016, you selected the law firm of Schneider Wallace Cottrell Konecky LLP to represent you in this matter. The Court has now determined Schneider Wallace Cottrell Konecky LLP is qualified to represent you and the other opt-in Plaintiffs in connection with this proposed Settlement. This law firm is called "Plaintiffs' Counsel." If you no longer want to be represented by this law firm, you may hire another lawyer or law firm at your own expense.

13. Should I get my own lawyer?

You do not need to hire your own lawyer because Plaintiffs' Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Plaintiffs' Counsel will make an application to the Court for an award of attorneys' fees of up to \$2,188,505.53, which is one third (1/3) of the total Settlement Amount of \$6,565,516.59 achieved for the *Hose v. WIS* case. Plaintiffs' Counsel will also seek reimbursement from the Total Settlement Amount for actual out-of-pocket expenses incurred in pursuing the lawsuit over the past five (5) years. This includes out-of-pocket costs for expert witnesses, deposition court reporters, survey costs, notice costs, mediation fees, filing fees, and travel expenses. Plaintiffs' counsel will file an application to the Court on or before March 8, 2020 setting forth the actual amount of attorneys' fees and expenses they will be seeking from the Total Settlement Amount for their work over the past five years on behalf of the opt-in Plaintiffs. You can obtain a copy of Plaintiffs' application for attorneys' fees and expenses after March 8, 2020 by contacting Plaintiffs' Counsel. Plaintiffs' Counsel's contact information is in Section 22 of this notice, below.

15. Will there be a Service Award to the named Plaintiff?

The individual who first initiated this case is Richard Hose. He is a former Inventory Associate of WIS. He identified the alleged violations, found Plaintiffs' counsel, and then filed the case on December 4, 2014. Over the past five years, Mr. Hose has appeared in-person to provide sworn testimony in deposition, provided documents and information to support the case, has appeared in-person for negotiations between the parties, and volunteered to sit on the Committee of Unsecured Creditors in the Chapter 11 Bankruptcy proceeding on behalf of the other opt-in Plaintiffs. Plaintiffs' Counsel will file an application to the Court to approve a Service Award payment of up to \$25,000 from the Total Settlement Amount to Mr. Hose in recognition of the significant time, effort and risk he took in prosecuting the case on behalf of the Collective. You can obtain a copy of Plaintiffs' application for this Service Award payment after March 8, 2020 by contacting Plaintiffs' Counsel. Plaintiffs' Counsel's contact information is in Section 22 of this notice, below.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. What if I don't like the Settlement?

If you are a Settlement Plaintiff and do not exclude yourself, you can tell the Court that you object to the Settlement and think the Court should not approve it. You can also tell the Court that you like the Settlement, and that it should be approved. The Court will consider your views.

You can't ask the Court to order a different Settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing, signed and mailed to the Settlement Administrator at the address provided below no later than April 7, 2020. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All objections and supporting papers must (a) include your full name, mailing address, telephone number, email address; (b) be signed by you; (c) clearly identify the case name and number (*Hose v. Washington Inventory Service, Inc.*, No. 3:14-cv-02869-WQH (S.D. Cal.)), (d) state all grounds for the objection. This includes confirming that you worked for WIS as an Inventory Associate between July 22, 2013 and December 12, 2019, and that you previously submitted a valid Consent to Join Form in this case on or before September 19, 2016. Please also state whether you or your lawyer intends to appear at the Final Approval Hearing, and include any written material on which your objection is based or on which you intend to rely. To be timely, your objection must be mailed to the Settlement Administrator with a postmark date of no later than **May 7, 2020** to the following address:

Hose v. Washington Inventory Services, Inc., et al.
c/o Settlement Administrator
PO Box 58938
Philadelphia, PA 19102-8938

17. What is the difference between objecting and excluding myself?

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold a fairness hearing at June 26, 2020 and 9:30 a.m., in Courtroom 14B, 14th Floor, United States District Court for the Southern District of California, 333 West Broadway, San Diego CA 92101. 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 previously asked in writing to speak at the hearing. The Court may also decide how much to award Plaintiffs' Counsel in attorneys' fees and costs, and whether to approve the requested Service Award for Mr. Hose. 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.

19. Do I have to come to the hearing?

No. Plaintiffs' Counsel will answer questions that the Court may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may pay your own lawyer to attend the hearing, but it is not necessary.

20. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing about the proposed Settlement. To do so, you must send a letter saying that it is your intention to appear at the Fairness Hearing in *Hose v. Washington Inventory Service, Inc.*, No. 3:14-cv-02869-WQH (S.D. Cal.). 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, address, telephone number, and signature. Please send your notice to the address identified in Section 16, such that it is *postmarked* no later than April 7, 2020. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive the Minimum Settlement Payment and lose your right to sue separately, if the Court approves the Settlement.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to:

**SCHNEIDER WALLACE COTTRELL
KONECKY WOTKYNS LLP**
c/o
Joshua Konecky
Leslie Joyner
Hose v. WIS Settlement Agreement Request
2000 Powell Street, Suite 1400
Emeryville, CA 94608

You can also receive more information about this litigation and Settlement by calling 1-844-245-3775. **Please do not contact the Court with questions.**

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