

Class and Collective Action
Esque et. al. v. DWD Company, LLC et. al.
U.S. District Court, Southern District of Indiana, Indianapolis Division
Cause No. 1:23-cv-1791 CSW-JRS

**NOTICE OF (1) PROPOSED CLASS & COLLECTIVE ACTION SETTLEMENT, AND
(2) FINAL SETTLEMENT APPROVAL HEARING**

1. SUMMARY OF THE SETTLEMENT AND YOUR RIGHTS

§ 1.a. Who This Notice Is To: All Class Members who timely opted in to this collective action and/or have worked for DWD as a truck driver between October 4, 2021 and October 13, 2024.

§ 1.b. Introduction. Please read this notice carefully. This notice explains the Settlement reached by the parties. This notice also explains how to participate, object or exclude yourself from this Settlement.

§ 1.c. Court Notice. Pursuant to the Order of the United States District Court for the Southern District of Indiana entered on March 19, 2025, you are notified as follows:

A proposed settlement (the “Settlement”) has been reached between the parties in the “putative” collective and class action pending in the Southern District of Indiana brought on behalf of all individuals described above (the “Class” or “Class Members”). The Court has Scheduled a Final Approval Hearing. You have received this Notice because you are a Class Member. This Notice is designed to inform you about your rights with regard to the Settlement.

To receive money from the Settlement, you do not need to do anything except notify the Class Administrator of any change of address so that your settlement checks can be mailed to your correct address.

Esque v. DWD Company, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free Number: 1-888-502-7757
Email: DWDSettlement@cptgroup.com
Website: www.cptgroupcaseinfo.com/DWDSettlement

You must inform the Court directly, no later than **May 9, 2025**, if you object to the settlement as a whole or your individual settlement amount. Otherwise, you will be bound by the terms of this settlement.

If you do not wish to receive money from the Settlement, you have 30 days from the date of the postmark on the Notice to submit a written request stating that you wish to be excluded from the Settlement.

2. SUMMARY OF THE SETTLEMENT

§ 2.a. Who Is Included In The Settlement?

- All truck drivers who timely opted in to this collective action and have viable claims within three years of the date that they opted in to this case (“Class Members”).
- All truck drivers who worked for DWD between October 4, 2021 and October 13, 2024 and have viable claims during this timeframe (“Class Members”).

All Class Members are included in the Settlement, meaning that they will forfeit certain legal rights (described in § 2.g., below) in exchange for the opportunity to receive money from the Settlement. All Class Members will be sent money from the Settlement.

§ 2.b. How Much Money Will I Receive From The Settlement? The Total Settlement Fund is valued at \$575,000.00, which includes attorneys' fees, costs, and service awards. The Net Settlement Fund equals the Settlement Fund minus Plaintiffs' attorneys' fees and costs, and the service awards. The Net Settlement Fund is valued at \$362,689.33.

The Settlement Administrator will distribute the Net Settlement Fund to the Class Members. Each individual payment to a Class Member is called an "Individual Settlement Amount." The "Individual Settlement Amount" is calculated as follows:

Class Members Who have Submitted Opt-Ins – Plaintiff's Counsel has counted each week you have worked 30 or more hours for DWD starting with the date three (3) years prior to the date your Opt-In was filed with the Court until you left employment with DWD or October 14, 2024.

Class Members Who did not Submit Opt-Ins – Plaintiff's Counsel has counted each week you have worked 30 or more hours for DWD from October 4, 2021 until you left employment with DWD or October 14, 2024.

The "Individual Settlement Amount" will be calculated based upon the number of weeks counted by Plaintiff's Counsel multiplied by a weekly amount.

The "Individual Settlement Amounts" will mail by the Settlement Administrator to each Class Member. Settlement Administrator will diligently attempt to ensure that all Class Members receive their Individual Settlement Amounts.

If you want to know the specific amount you will receive as part of the Settlement, please contact Plaintiff's Counsel, Ronald Weldy via e-mail – rweldy@weldylegal.com.

§ 2.c. Timing Of Individual Settlement Amounts. DWD will send the Gross Settlement Amount to the Settlement Administrator within seven (7) days after the occurrence of the last of these three conditions: (1) the Court has approved the settlement agreement; (2) the Court has dismissed the action with prejudice; and (3) if an object was timely filed, if an appeal is not filed.

Settlement Administrator will send each Class Member their Individual Settlement Amounts fourteen (14) days after the Gross Settlement Amount is sent to them.

§ 2.d. Tax Consequences. One-third of the money paid to each Class Member will be paid as wages subject to W-2 reporting and therefore will be reduced by normal payroll taxes and withholdings, paid as determined by DWD. DWD will pay the employer's share of applicable payroll taxes. The remaining monies paid to each Class Member are for liquidated damages which will be reported on a 1099. You are responsible for all taxes on these monies.

§ 2.e. Release Of Claims. VERY IMPORTANT. The Settlement includes a release of certain legal rights you may have against DWD. If you do not exclude yourself from this Settlement, then you will have released all of your claims against DWD with the exception of any pending grievance or Worker's Compensation claims as of March 19, 2025, the date this District Court preliminarily approved the Settlement. By accepting money from this Settlement, you are releasing all claims, known and unknown, that were brought or could have been brought in a lawsuit against DWD.

§ 2.f. Plaintiff's Counsel's Fees And Costs. Plaintiff's Counsel has submitted a Motion for Attorney Fees and Costs requesting the District Court to approve attorney fees of one-third (33.33%), \$191,666.66 and costs, \$644.01 for a total of \$192,310.67. This amount is included in the Total Settlement Fund and will be deducted before any amounts are paid to each Class Member.

§ 2.g. Incentive Awards for Kevin Esque and Tyra Denton. Plaintiff's Counsel has determined that given the additional efforts and time provided by Plaintiff, Kevin Esque, and Class Member, Tyra Denton, in this matter, that Mr. Esque and Ms. Denton should receive an incentive award of \$10,000.00 each from the Total Settlement Fund and has filed a motion requesting the District Court to approve the settlement, including an incentive award to Mr. Esque and Ms. Denton. This amount is included in the Total Settlement Fund and will be deducted before any amounts are paid to each Class Member. The incentive award to Mr. Esque and Ms. Denton are in addition to the amounts they will receive as described in Section 2.b above.

§ 2.h. No Admission of Liability. DWD denies all liability in this lawsuit, contends that its conduct is and has been lawful, and is confident that it has strong legal and factual defenses to these claims. Nevertheless, DWD recognized the risks, distractions, and costs associated with litigation and, in turn, has agreed to settle the lawsuit.

3. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

§ 3.a. Overview. All Class Members shall receive money from the Settlement in exchange for a general release unless they request to be excluded from the Settlement by following the procedure outlined in § 3.b.

§ 3.b. How to Request Exclusion from Settlement. If you do want to receive money from the Settlement and/or do not want to release any claims against DWD, then you must request exclusion from the Settlement. A Class Member who wishes to be excluded from the Settlement shall have thirty (30) days from the date of the postmark when Notice was first sent to submit a written request expressly asserting that he or she wishes to be excluded from the Settlement. Such written requests for exclusion should state at the top of the letter “Request for Exclusion from Settlement in *Kevin Esque, et al. v. DWD Company, LLC, et al.*, Case No. 1:23-cv-01791,” and should include the (1) name, address, email address, and telephone number of the individual requesting exclusion from the Settlement; (2) a statement that the individual understands that the individual will not be eligible to recover any monies as part of the settlement as a result of the request for exclusion; and (3) the signature of the individual requesting exclusion. All written requests for exclusion must be returned by First-Class U.S. Mail to the Settlement Administrator and must be postmarked no later than thirty (30) days from the postmark of the Notice.

4. FINAL SETTLEMENT APPROVAL HEARING

§ 4.a. The Time, Date, And Location Of The Final Settlement Approval Hearing. The Court will hold a final approval hearing in the Courtroom of the Honorable Crystal S. Wildeman, 46 E. Ohio St., Room 310, Indianapolis, IN, on Friday, July 11, 2025, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Plaintiff's Counsel's costs and attorneys' fees. The hearing may be postponed without further notice to the Class. It is not necessary for you to appear at this hearing. Any questions that you may have about the Settlement should be directed to Ronald Weldy of Weldy Law (see below) and not to the Court, Judge Wildeman or counsel for DWD.

Ronald E. Weldy
Weldy Law
Phone Number – (317) 842-6600
E-mail – rweldy@weldylegal.com

§ 4.b. Objecting to the Settlement. If you object to the settlement, you must file an objection directly with the Court **no later than May 9, 2025**. An objection filed after this deadline will be considered untimely. The objection should specifically include the case name, case number, your name, and the specific reasons for your objection. It should be addressed to:

Clerk of Courts
United States District Court, Southern District of Indiana
Indianapolis Division
Birch Bayh Federal Building and United States Courthouse
46 East Ohio Street, Room 105
Indianapolis, IN 46204

5. CAN DWD RETALIATE AGAINST A CLASS MEMBER FOR PARTICIPATING IN THE SETTLEMENT?

Federal law prohibits DWD from discouraging you to participate in the Settlement. DWD is not permitted to discharge or retaliate against you for taking settlement monies or to take any other adverse employment action against you because you have exercised a legal right to participate in the Settlement.

6. OTHER INFORMATION

§ 6.a. No Cost To Me. The Settlement does not require you to pay money out of pocket. However, you are responsible for paying your own share of employee income taxes from your award. As described § 5.b. (the "Tax advice caveat"), below.

§ 6.b. Tax Advice Caveat. Any perceived tax advice in this Notice was not intended or written to be used, and it cannot be used by any recipient, for the purpose of avoiding any tax penalties that may be imposed on any person. This Notice imposes no limitation on the disclosure of the tax treatment or tax structure of any transaction.

§ 6.c. This Notice Provides Only A Summary. The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which Settlement Agreement you may review or obtain a copy of by contacting Plaintiff's counsel. The pleadings and other records in this litigation may be examined at any time during regular business hours with the Clerk of the United States District Court for the Southern District of Indiana, 46 E. Ohio Street, Indianapolis, IN 46204, or you may contact the Plaintiff's counsel. Please do not telephone the District Court, DWD, or counsel for DWD for information regarding this settlement or the claim process.

§ 6.d. How can I get more Information or Who do I Direct Any Question? Please direct all questions regarding this matter to Plaintiff's Counsel, Ronald E. Weldy of Weldy Law. Feel free to contact Weldy Law via phone (317) 842-6600 or e-mail – rweldy@weldylegal.com.

7. CONFIDENTIALITY

§ 7.a. Confidentiality of Settlement. The fact and terms of the settlement of this lawsuit, the Settlement Agreement, and any Release of claims are confidential.

§ 7.b. To whom may I disclose the Settlement? You may disclose the details of the settlement of the lawsuit, the Settlement Agreement, and your Release of Claims ONLY to your spouse, attorney, tax professional, and financial advisor ONLY if your spouse, attorney, tax professional and/or financial advisor agree to be bound by the confidentiality agreement language found in the Settlement Agreement as a condition of disclosure.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT FOR PURPOSES OF SECURING ANSWERS TO YOUR QUESTIONS ABOUT THIS SETTLEMENT. ONLY WRITTEN OBJECTIONS OR QUESTIONS ABOUT FILING SUCH OBJECTIONS SHOULD BE DIRECTED TO THE CLERK OF COURTS.