

If you were a driver or a helper delivering Restoration Hardware merchandise in California on behalf of HomeDeliveryLink, Inc., you may be included in a class action lawsuit if (a) you were not classified as an employee of Restoration Hardware, Inc. or HomeDeliveryLink, Inc., and (b) you performed this work for at least thirty-five (35) hours in at least one week from November 27, 2013 to August 7, 2020.

Please read this notice carefully. You are NOT being sued.

- A lawsuit has been filed alleging that drivers and helpers who delivered Restoration Hardware merchandise in California on behalf of HomeDeliveryLink, Inc. (“HDL”) were improperly classified as independent contractors rather than employees. Plaintiffs assert claims against HDL and Restoration Hardware, Inc. (“RH”) for alleged failure to pay minimum and overtime wages for all time worked; unlawful deductions from the pay of the delivery workers; failure to provide accurate wage statements; failure to provide all wages owed upon termination; failure to maintain adequate employment records; unfair business practices; and intentional misclassification of the delivery workers.
- On May 2, 2022, the Court certified a class for purposes of litigating the merits of the case.
- HDL and RH deny any wrongdoing and contend that the lawsuit has no merit. HDL and RH assert that the delivery drivers and helpers were and are the employees of the independent contract carrier companies (“Contract Carriers”) with whom HDL entered into contracts to deliver RH merchandise (“Contract Carrier Agreements”) and were not employees of HDL or RH. The Court has not ruled on the merits or validity of the claims or allegations asserted in the lawsuit.
- Plaintiffs must prove their claims against HDL and RH at trial, and HDL and RH must prove their defenses. There is no money available now, and no guarantee there will be in the future.
- Your legal rights are affected. These rights and your options—and the deadlines to exercise them—are explained in this notice. **Please read it carefully.**

	YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT
FOR DRIVERS DO NOTHING	Have an opportunity to participate in this lawsuit. Be potentially bound to the outcome. By doing nothing you retain the opportunity to participate in the lawsuit, to the extent you are later determined to be eligible to participate. The Court has not yet determined whether you qualify to participate in the lawsuit. If you are determined to qualify to be a member of the class, you will be bound by the judgment, whether favorable or not. You will remain eligible to receive money, if any is awarded, from this lawsuit. But, you will give up any right to sue HDL or RH separately about the claims alleged in the lawsuit.
FOR HELPERS DO NOTHING	Have an opportunity to participate in the lawsuit. Be potentially bound to the outcome. By doing nothing you retain the opportunity to participate in the lawsuit, to the extent you are later determined to be eligible to participate. The Court has not yet determined whether you qualify to participate in the lawsuit. You may be required to establish that you meet the applicable criteria, including by producing documents and information and/or by providing testimony, and HDL and RH will have the opportunity to dispute that you meet the applicable criteria. If you establish that you meet the applicable criteria to be a member of the class,

	you will be bound by the judgment, whether favorable or not. You will remain eligible to receive money, if any is awarded, from this lawsuit. But, you will give up any rights to sue HDL or RH separately about the claims alleged in the lawsuit.
FOR DRIVERS AND HELPERS ASK TO BE EXCLUDED	Get out of this lawsuit. Get no benefits from it. Not be bound by the outcome. If you ask to be excluded, you cannot get money, if any is awarded, from any judgment in this lawsuit. But, you keep any rights to file your own lawsuit against HDL and/or RH about the claims alleged in this lawsuit.

BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because HDL’s and/or RH’s records show that:

- you delivered Restoration Hardware merchandise in California on behalf of HDL as a **driver**, you were not classified as an employee of RH or HDL, and you may have worked at least 35 hours in at least one week during the period from November 27, 2013 to August 7, 2020; and/or
- you were cleared to deliver Restoration Hardware merchandise in California on behalf of HDL as a **helper**, during the period from November 27, 2013 to August 7, 2020.

Drivers and helpers who worked for “Contract Carriers” delivering RH merchandise on behalf of HDL fall within the scope of the class. One of the issues to be decided in the lawsuit is whether these drivers and helpers should have been classified as RH employees or HDL employees rather than as “independent contractors” or employees of the Contract Carriers. If you (a) considered yourself to be a Contract Carrier or worked for a Contract Carrier, **and** (b) otherwise satisfy the criteria in #4 below, you are a member of the class (unless you choose to exclude yourself from the class).

The Superior Court in San Bernardino County has certified a class action lawsuit, so your rights may be affected. In certifying a class for litigation purposes, the Court did not express any opinion on the merits of the claims in the case.

2. What is a class action and who is involved?

In a class action lawsuit, one or more persons called “Plaintiffs” sue on behalf of other people who may have similar claims. These people together are called a “Class” or “Class Members.” In a Class Action, the court may resolve the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. What is the lawsuit about and what is HDL’s and RH’s response?

Plaintiffs claim that Defendants failed to properly classify the individuals who delivered Restoration Hardware merchandise in California on behalf of HDL. Plaintiffs seek money damages.

HDL and RH deny Plaintiffs’ claims of misclassification and all resulting alleged wrongdoing and damages.

4. Who is in the Class?

The Class includes all individuals who (a) delivered Restoration Hardware merchandise in California on behalf of HDL, **and** (b) were not classified as an employee of RH or HDL, **and** (c) performed this work for at least 35 hours in at least one week during the period from November 27, 2013 to August 7, 2020. **The Class will not include those people who do not satisfy these requirements or who choose to exclude themselves.**

YOUR RIGHTS AND OPTIONS

5. Do I have to do anything to be a part of the Class?

For drivers: You do not have to do anything to retain the opportunity to participate in the Class. If you meet the criteria to be a Class Member and do not exclude yourself from the Class, and the Plaintiffs obtain money on behalf of the Class, you will be notified about how the money will be distributed and the procedure for obtaining your share, if any. If you meet the criteria to be a member of the Class and do not exclude yourself, regardless of whether Plaintiffs win or lose, you will give up your right to sue or continue to sue HDL and RH as part of any other lawsuit about the same legal claims in this lawsuit. You also will be legally bound by all of the orders the Court issues, if any, that pertain to you, and any judgment the Court enters in this lawsuit.

For helpers: You do not have to do anything now to retain the right to establish that you are eligible to participate in the Class. But if you did not work as a helper delivering Restoration Hardware merchandise in California on behalf of HDL or at least 35 hours in at least one week from November 27, 2013 to August 7, 2020, you are not a Class Member and you cannot participate in the lawsuit.

HDL and RH reserve the right to obtain information, documentation, and /or testimony from you to determine whether you meet the criteria to participate in the lawsuit, and HDL and RH will have the opportunity to dispute that you meet the applicable criteria. Ultimately, the Court may rule on whether you are eligible to participate in the lawsuit. If you do not exclude yourself from the Class and you are later found to be eligible to participate in the lawsuit, you will keep the possibility of getting money, if any, from the lawsuit and you will give up your right to sue or continue to sue HDL and/or RH as part of any other lawsuit about the same legal claims in this lawsuit. You also will be legally bound by all of the orders the Court issues, if any, that pertain to you, and any judgment the Court enters in this lawsuit, whether favorable or not.

6. How do I exclude myself from the Class?

If you do not want to be a member of the Class, you can exclude yourself by sending a letter to the Notice Administrator. You must make that request in writing. You can fill out, sign, and return the enclosed Exclusion Request or you can submit your own exclusion letter. If you submit a letter, it must include:

- a) your full name and address;
- b) the name of this case, *Zavala v. Restoration Hardware, Inc. and HomeDeliveryLink, Inc.*; and
- c) a statement that you want to be excluded or opt out of the Class.

The Exclusion Request or letter must be signed, dated, and postmarked no later than **July 20, 2023**. Send your Exclusion Request or letter to: **Zavala v. Restoration Hardware, Inc. and HomeDeliveryLink, Inc., c/o CPT Group, Inc. at 50 Corporate Park, Irvine, CA 92606.**

If you exclude yourself from the Class, you will not get any money from this lawsuit, if any is awarded. By excluding yourself, however, you will retain the right to sue HDL and RH about the claims alleged in this lawsuit, at your own expense.

7. If I stay in the lawsuit, will it affect my work with RH, HDL, and/or my Contract Carrier?

No. It is unlawful for RH, HDL, or any Contract Carrier(s) to retaliate against you for staying in the Class or participating in the case, or for choosing to exclude yourself from the Class or not participating in the case.

THE ATTORNEYS REPRESENTING THE CLASS

8. Do I have a lawyer in this case?

The Court has appointed the following law firms to represent Class Members as Class Counsel:

Marlin & Saltzman, LLP
29800 Agoura Rd., Suite 210
Agoura Hills, California 91301
Tel.: (818) 991-8080
receptionist@marlinsaltzman.com
www.marlinsaltzman.com

The Hamideh Firm, P.C.
1801 Century Park East, Suite 2400
Los Angeles, California 90067
Tel.: (310) 556-9687
bhamideh@hamidehfirm.com
www.hamidehfirm.com

Law Offices of Kevin T. Barnes
1041 Parkside Commons, Suite 101
Greensboro, Georgia 30642-4519
Tel.: (213) 793-9100
barnes@kbarnes.com
www.kbarneslaw.com

More information about these law firms, their practice and their lawyers' experience is available at the websites provided above.

9. Do I need to get my own lawyer?

Class Members do not need to hire their own lawyer because Class Counsel has been appointed to represent them. But, if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask him or her to appear in this lawsuit for you if you want someone other than Class Counsel to speak for you.

10. How will Class Counsel be paid?

Class Counsel represents the Class on a contingency-fee basis, which means that Class Members do not incur any legal fees or out-of-pocket expenses. If any money is obtained for the Class, Class Counsel will apply to the Court to approve an award of attorneys' fees and reimbursement of expenses. If approved, these costs would be paid from any judgment if the Plaintiffs prevail at a trial.

GETTING MORE INFORMATION

11. How do I get more information?

Visit the website, www.cptgroupcaseinfo.com/HDLandRHDeliveryLawsuit, where you will find the Court's Order Certifying the Class, the Plaintiffs' First Amended Complaint, HDL's and RH's Answers to the First Amended Complaint, and an Exclusion Request Form. If you would like additional information, you should contact CPT Group, Inc. at 1-888-520-2118.

Please Do Not Call The Court or The Court Clerk.