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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

ANDREW BEISSEL, an individual, J&B
ENTERPRISES INC., a Colorado
Corporation, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

WESTERN FLYER EXPRESS, LLC, an
Oklahoma Limited Liability Company,

Defendant.

CASE NO.: CIV-21-903-R

Hon. David L. Russell

**DECLARATION OF WILLIAM
ARGUETA WITH RESPECT TO
SETTLEMENT ADMINISTRATION
AND CLASS NOTICE**

Hearing Information:

Location: Courtroom 302

Date: November 3, 2023

Time: 9:00 a.m.

1 I, WILLIAM ARGUETA, DECLARE AS FOLLOWS:

2 1. I am employed by CPT Group, Inc., the court appointed class action claims
3 administrator, as Case Manager for *Andrew Beissel, J&B Enterprises, Inc., v. Western Flyer*
4 *Express, LLC* and have personal knowledge of the facts set forth in this Declaration, and if called
5 as a witness, could and would testify competently thereto.

6 2. CPT Group, Inc. (“Settlement Administrator”) has extensive experience in providing
7 notice of class actions and administering class action settlements. In the past 30 years, we have
8 provided notification and/or claims administration services in hundreds of class action cases.
9 CPT was selected by the parties to provide notice of the settlement and claim processing services
10 in this action. In this capacity, CPT was charged with a) Printing and mailing to Settlement Class
11 Members the *Notice of Proposed Class Action Settlement and Hearing Date for Final Court*
12 *Approval, and Class Form*, hereinafter collectively referred to as “*Notice*”; b) processing
13 undeliverable mail and locating updated addresses for Settlement Class Members; c) establishing
14 a toll-free number at 1-833-493-0444 to assist and address any questions from members of the
15 settlement class; d) receiving and reporting any Request for Exclusion and Objections submitted
16 by Class Members; e) administering disputes by Class Members; f) providing weekly reports to
17 the parties; g) establishing and administering a qualified settlement fund to disburse all settlement
18 payments; h) calculating Individual Settlement Payments for each Class Member; i) issuing and
19 distributing Class Counsel’s fees and costs, the Named Plaintiff’s enhancement award, and
20 Settlement Payments to the Class Members; j) calculating and remitting all amounts due to the
21 appropriate federal, state, and local tax authorities; k) receiving and reviewing other
22 communications about the Settlement; and l) establishing and maintaining a case specific static
23 website to inform class members of the final approval hearing and judgment
24 (<https://www.cptgroupcaseinfo.com/westernflyersettlement>).

25 3. CPT received the Court-approved text for the Notice from Class Counsel on June 21,
26 2023.

27 4. CPT prepared a draft of the mailing to the Settlement Class Members. The mailing
28 would consist of an 8-page Notice of Proposed Class Action Settlement and Hearing Date for

1 Final Court Approval, and 2-page Class Form. Attached hereto as **Exhibit A** is a true and correct
2 copy of the Notice that was mailed to Settlement Class Members. CPT received approval from
3 the Parties and a sufficient number of each were printed according to the anticipated class size.

4 5. On June 2, 2023, CPT received data files from Defense Counsel containing the full
5 name, last known address, telephone numbers, and full social security number of all Settlement
6 Class Members and weeks worked by each Settlement Class Member. The final class list
7 contained 2,728 Settlement Class Members.

8 6. On August 3, 2023, CPT conducted a National Change of Address (NCOA) search in
9 an attempt to update the class list of addresses as accurately as possible, for all Settlement Class
10 Members. A search of this database provided updated addresses for any individual who had
11 moved in the previous four years and notified the U.S. Postal Service of their change of address.

12 7. On August 8, 2023, the Notices were mailed by U.S. first class mail to 2,728
13 Settlement Class Members. The deadline to submit disputes, requests for exclusion or objection
14 was October 7, 2023.

15 8. As of the date of this declaration, (491) Notice Packets have been returned to our office
16 by the U.S. Postal Service and (23) have been forwarded directly by the U.S. Postal Service to a
17 forwarding address. CPT performed a skip trace on all returned mail that was returned with no
18 forwarding address in an attempt to locate a better address using Accurint, one of the most
19 comprehensive databases available. Accurint utilizes hundreds of different databases supplied by
20 credit reporting agencies, public records and a variety of other national databases.

21 9. As a result of a forwarding address and skip trace efforts, a total of (444) Notice
22 Packets were re-mailed to Class Members. As of the date of this declaration, (56) Notice Packets
23 remain undeliverable.

24 10. As of the date of this declaration, CPT has not received any Requests for
25 Exclusion.

26 11. As of the date of this declaration, CPT has not received any Objections to the
27 Settlement or any portion thereof.
28

1 12. As of the date of this declaration, CPT has received (1) one dispute from a
2 Settlement Class Member wishing to dispute their work weeks. The Defendant checked the
3 disputed information against their records and have denied their claims.

4 13. CPT now reports a total of 2,728 Settlement Class Members are part of this
5 Settlement, which represents a 100% participation rate.

6 14. Pursuant to the terms of the Settlement Agreement, Participating Class Members will
7 receive a portion of the Net Settlement Amount based on the number of Workweeks they were
8 employed during the Class Period. As of the date of this declaration, the estimated Net Settlement
9 Amount available to the Class Members is as follows:

Gross Settlement Amount	\$4,900,000.00
Less Class Counsel's Fees (Requested)	\$1,633,170.00
Less Class Counsel's Litigation Costs/Expenses	\$100,000.00
Less Class Representative Payments (Requested)	\$25,000.00
Less Settlement Administration Costs	\$21,500.00
Remaining Net Settlement Amount	\$3,120,330.00

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16 15. The estimated average settlement payment to each Class Member is \$1,143.82. The
17 highest estimated settlement payment is \$8,194.81. The lowest estimated settlement payment is
18 \$39.40.

19 16. CPT will charge a total of \$21,500.00 in costs associated with the administration of
20 the Settlement. This includes all costs incurred to date, as well as estimated costs involved in
21 completing the Settlement. Pursuant to the Settlement Agreement, the additional settlement
22 administration costs related to the redistribution will be deducted from the total amount of
23 uncashed checks prior to the redistribution.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct and that this declaration is executed this 13th day of October 2023,
3 at Irvine, California.

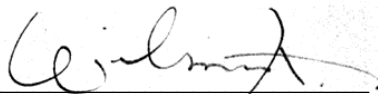
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5 
6 **William Argueta**

EXHIBIT A

Notice of Proposed Class and Collective Action Settlement and Hearing Date for Court Approval

Andrew Beissel, J&B Enterprises, Inc., a Colorado Corporation, individually and on behalf of all others similarly situated v. Western Flyer Express, LLC
U.S. District Court for the Western District of Oklahoma
Case No. 5:21-cv-00903-R

TO: All current and former individuals who provide(d) transportation services for Western Flyer Express, LLC (“WFX”) within the United States, who entered into an Independent Contractor Agreement, or a similarly styled agreement, with WFX, from December 7, 2017 to March 11, 2021 (“Class Members”).

★ ★ ★ ★

**PLEASE READ THIS NOTICE CAREFULLY.
 THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.
 YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

**THIS IS A COURT APPROVED NOTICE.
 IT IS NOT A SOLICITATION FROM AN ATTORNEY**

★ ★ ★ ★

I. WHY DID I RECEIVE THIS NOTICE AND WHAT IS THE CASE ABOUT?

You are a potential Class Member in a class action lawsuit (the “Action”) filed against Western Flyer Express, LLC (“WFX” or “Defendant”). In the Action, Plaintiffs Andrew Beissel and J&B Enterprises, Inc. (“Plaintiffs”) allege that WFX induced Class Members to join a lease operator program which failed to provide all the advertised benefits, and, in some circumstances, improperly paid Class Members. On this basis, Plaintiffs allege that WFX violated the Oklahoma Consumer Protection Act (OCPA), Oklahoma Deceptive Trade Practices Act (ODTPA), the Fair Labor Standards Act (FLSA), and other Oklahoma and federal law. WFX categorically denies the allegations in the Action, and the Court dismissed the ODTPA count for failure to state a claim. WFX asserts that it has not violated any laws and owes no damages.

Rather than litigate the Action, the Parties reached an agreement to settle all claims in the Action (the “Settlement”), and the Parties’ agreement was preliminarily approved by the U.S. District Court for the Western District of Oklahoma (“the Court”) on May 19, 2023. You are receiving this Notice of Proposed Class and Collective Action Settlement and Hearing Date for Court Approval (“Notice”) because WFX’s records indicate you and/or your business (collectively “you”) entered into an Independent Contractor Agreement, or a similarly styled agreement, with WFX. In granting preliminary approval of the Settlement, the Court ordered that this Notice be sent to you to inform you of the Settlement and your legal rights. As discussed below, the Court will hold a Final Approval and Fairness Hearing on November 3, 2023.

Because WFX’s records indicate you qualify as a member of the Class, **you are entitled to receive money from the Settlement, as described below and on the enclosed Class Form.** This Notice explains the details of the Settlement, how you can participate in the Settlement, and how you can opt-out or object to the Settlement (if you choose to do so). **IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT OF THE CLASS ACTION, AND THE INFORMATION IN THE ATTACHED CLAIM FORM IS CORRECT, YOU DO NOT NEED TO DO ANYTHING; A CHECK FOR YOUR SHARE OF THE SETTLEMENT FUNDS WILL BE MAILED TO YOU FOLLOWING FINAL COURT APPROVAL OF THE SETTLEMENT.**

Your estimated Individual Settlement Amount is reported on the enclosed Class Form.

II. WHAT ARE THE PARTIES' POSITIONS AND REASONS FOR SETTLEMENT?

The Action is brought by Plaintiffs, on behalf of themselves and all others that Plaintiffs contend are similarly situated (i.e., the Class Members) in which they allege the following claims (without limitation) against WFX:

- Deceptive and unfair trade practices under the Oklahoma Consumer Protection Act (15 Okla. Stat. §§ 751, *et seq.*);
- Unlawful sale of business opportunities under the Oklahoma Business Opportunity Sales Act (71 Okla. Stat. §§ 801, *et seq.*);
- Fraud and misrepresentation;
- Negligence;
- Failure to pay wages under the Fair Labor Standards Act (29 U.S.C. §§ 201, *et seq.*); and
- Violation of federal forced labor and federal trafficking statutes pertaining to debt servitude and/or peonage and involuntary servitude (18 U.S.C. §§ 1581, *et seq.*).

Counsel for the Plaintiffs (“Class Counsel”), which has experience handling legal cases like the Action, has investigated and researched the facts and law for the issues in the Action and has concluded that, taking all factors into account, the proposed Settlement is fair, adequate, and reasonable and in the best interests of the Class Members.

WFX denies all claims and allegations asserted in the Action. WFX believes it has complied with all laws. WFX further contends that it has dealt legally and fairly with Plaintiffs and Class Members and denies that it has done anything wrong. WFX has asserted legal and factual defenses to Plaintiffs’ claims, and has denied and continues to deny each and all of the allegations, claims, and contentions alleged by the Plaintiffs in this Action. Additionally, WFX believes the Action is not appropriate for treatment as a class action and that it would prevail if the Action were litigated through trial. However, given the cost of litigation and the unpredictable nature of trials, WFX has agreed to the Settlement, which it considers to be more than fair taking all factors into account. Nothing about the Settlement or this Notice constitutes an admission or indication of any fault, wrongdoing, or liability by WFX or any of the Released Parties.

The Parties both recognize that continuing to litigate the Action takes time and money and any outcome is uncertain. Therefore, the Parties have agreed to settle this Action on the terms set forth in the Settlement. The Settlement was reached after intensive litigation, discovery, and negotiations through a neutral mediator.

The Court has preliminarily approved the Settlement as fair, adequate, and reasonable, but has made no ruling and expressed no opinion on the merits of the claims or defenses in the Action.

III. WHAT ARE THE SETTLEMENT TERMS?

The Settlement provides that WFX will pay a total of \$4,900,000.00 (the “Gross Settlement Amount”) to fully resolve the claims in the Action. Certain deductions will be made from the Gross Settlement Amount, as follows:

- (1) The Court has tentatively approved a payment of \$21,500.00 to the Settlement Administrator, CPT Group, for the costs incurred in administering the Class, notifying the Class Members and issuing payments.
- (2) Class Counsel will ask the Court at the Final Approval and Fairness Hearing to approve a Service Award in the total amount of \$25,000.00 to the Plaintiffs, for acting as the representatives on behalf of the Class Members and spending time assisting with the Action, which was not required of other Class Members.
- (3) Class Counsel will ask the Court at the Final Approval and Fairness Hearing to approve attorneys’ fees and costs not to exceed 33.33% of the Gross Settlement Amount, or \$1,633,170.00, plus reimbursement of the reasonable litigation expenses incurred by Class Counsel up to \$100,000.00. Class Counsel has litigated the Action on

behalf of the Class Members on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. The attorneys' fees and costs award will fully compensate Class Counsel for all legal fees and expenses incurred in the Action, including any work they do in the future. Class Members are not personally responsible for any fees or expenses. The amount of Attorneys' Fees and Costs awarded will be determined by the Court at the Final Approval and Fairness Hearing.

The balance of the Gross Settlement Amount after the deductions described above is the "Net Settlement Amount." The Net Settlement Amount will be paid to the Class Members and is estimated to be **\$3,120,330.00**. Your estimated share of the Net Settlement Amount is reported on the enclosed Class Form.

This Notice summarizes the proposed Settlement. The full terms of the proposed Settlement are contained in the Joint Stipulation of Settlement and Release of Class and Collective Action that the Parties executed and which the Court preliminarily approved. **Please visit the Settlement website at <https://www.cptgroupcaseinfo.com/WesternFlyerSettlement>** to view the Joint Stipulation of Settlement and Release of Class and Collective Action, the motions and related documents filed by Class Counsel to obtain the Court's approval of the Settlement, the relevant orders issued by the Court, and other important information.

In addition to the above, you may access all of the documents filed with the Court in this case (for cost) by accessing the PACER court records system at <https://pacer.uscourts.gov>.

IV. WHAT ARE MY OPTIONS, HOW CAN I GET MY SETTLEMENT MONEY, AND WHAT DO I NEED TO DO?

- **Option 1** — Do nothing: If you are a Class Member and you do nothing, you will **automatically be sent a payment by check** for your share of the Settlement. Please refer to the enclosed Class Form for your estimated Individual Settlement Amount. **Please review the Class Form carefully.**

Name and address changes: The enclosed Class Form sets forth the name, address, and last four digits of the Social Security Number or Employer Identification Number for the individual or entity that will be issued the payment for your Individual Settlement Amount. Please note that many Class Members used an entity, like a corporation or an LLC, when they provided transportation services. As a result, the Class Form may identify you by your entity name and not your personal name. Please review this information closely. Your Individual Settlement Amount will be made payable to the individual or entity that is identified on the Class Form. You can change the payment information for your Individual Settlement Amount, including the recipient's name for the check, by making the necessary changes on the Class Form and returning it to the Settlement Administrator. For example, if you would like to change the recipient for your Individual Settlement Amount check, from your entity name to your personal name, you can use the Class Form to do so. You can also use the Class Form for routine address changes and taxpayer ID number changes.

THE SETTLEMENT ADMINISTRATOR MUST HAVE THE CORRECT SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER, THAT MATCHES YOUR PAYMENT INFORMATION, IN ORDER TO ISSUE YOUR PAYMENT. You will be required to submit a completed, signed IRS Form W-9 to change your taxpayer ID number. Please see the Class Form for further information.

- **Option 2** — Request exclusion from the Settlement: If you are a Class Member and you wish to be excluded from the Settlement, you must send a written Opt-Out Request to the Settlement Administrator at the following address: Andrew Beissel, J&B Enterprises, Inc. v. Western Flyer Express, LLC c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Your written Opt-Out Request must include your full name, address, telephone number, email address (if applicable), and last four digits of your social security number; the case name and/or case number; your signature; and the following statement or something similar: "I request to be excluded from

the class action settlement taking place in the matter of *Beissel v. Western Flyer Express, LLC*, Case No. Case No. 5:21-cv-00903-R, U.S. District Court for the Western District of Oklahoma.” Your Opt-Out Request must identify any entities, like a corporation or an LLC, that you used when you provided transportation services to WFX. Opt-Out Requests must be postmarked by October 7, 2023, to be timely. Class Members will be given an opportunity to rectify (cure) deficient Opt-Out Requests that are timely submitted. Uncured Opt-Out Requests, and/or those that are not timely submitted, will be disregarded and the Class Member will be sent a check for his or her share of the Settlement and will be bound by the Settlement. **If you submit a valid and timely Opt-Out Request, you will not be bound by the Settlement, you will not release any claims, and you will not receive any cash payment.**

- **Option 3** — Object to the Settlement: If you are a Class Member and have concerns about the Settlement, you may submit a written objection to raise your concerns with the Court. You must send the written objection to the Court and Class Counsel and Defense Counsel at the following addresses:

<u>Court:</u>	<u>Class Counsel:</u>	<u>Defense Counsel:</u>
Clerk’s Office William J. Holloway, Jr. United States Courthouse 200 N.W. 4th St. Oklahoma City, OK 73102	Carolyn H. Cottrell, Esq. David C. Leimbach, Esq. SCHNEIDER WALLACE COTTRELL KONECKY LLP 2000 Powell Street, Suite 1400 Emeryville, California 94608	Christopher Scaperlanda, Esq. Tim Spencer, Esq. MCAFEE & TAFT, APC Two W. Second St., Suite 1100 Williams Center Tower II Tulsa, Oklahoma 74103

Written objections must be postmarked by October 7, 2023, to be timely. The date of delivery of the written objection is deemed to be the date the objection is deposited in the U.S. Mail, postage prepaid, as evidenced by the postmark. If postmark dates differ, the later of the postmark dates will control.

The written objection must include your full name, address, telephone number, email address (if applicable), and the case name and number. It must identify any entities, like a corporation or an LLC, that you used when you provided transportation services to WFX. It must set forth, in clear and concise terms, a statement of the reasons why you believe the Court should find the Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including reasonably legible legal and factual arguments supporting the objection. Objections will only be considered if you do not opt out of the Settlement. If you wish to object and also to appear at the Final Approval and Fairness Hearing, in person or through an attorney, you must submit a written notice of your intention to appear at the Final Approval and Fairness Hearing to the Court, with copies to Class Counsel and Defense Counsel, at the time you submit your objection. Copies of any objection or notice of intention to appear must be simultaneously served on Class Counsel and Defense Counsel at the same time as they are submitted to the Court. Class Members who have properly and timely submitted a written objection and notice of intention to appear in conformity with this Notice may appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at their own expense. Unless otherwise ordered by the Court, Class Members are not entitled to speak at the Final Approval and Fairness Hearing unless they have submitted a timely written objection and notice of intention to appear in conformity with this Notice.

Class Members who fail to make timely written objections in the manner specified in this Notice shall be deemed to have waived any objections and oppositions to the Settlement’s fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the Class Member must submit a written objection may be excused by the Court upon a showing of good cause.

If the Court determines the Settlement, including but not limited to the awards of attorneys’ fees and costs to Class Counsel and the Service Award to Plaintiffs, is fair, adequate, and reasonable to the Class as a whole, then the Court, in its sole discretion, and as allowed under Tenth Circuit law, may require any objecting Class Member, as a prerequisite to pursuing an appeal, to put up a cash bond in an appropriate amount.

If you intend to appear and request permission to speak at the Final Approval and Fairness Hearing, either in person or through counsel, you must also provide, in addition to the information required above:

- i. A list of any witnesses you wish to call at the Final Approval and Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent you desire to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);
- ii. A list of and copies of any exhibits, including demonstrative exhibits, you may seek to use at the Final Approval and Fairness Hearing; and
- iii. A list of any legal authority you may present at the Final Approval and Fairness Hearing.

Any Class Member who fails to timely file such written statement and provide the notice, information and exhibits set forth herein will not be permitted to present any objections at the Final Approval and Fairness Hearing and such failure will render any such attempted objection void, untimely, and of no effect. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee the ability to present evidence or testimony at the Final Approval and Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Final Approval and Fairness Hearing, will be determined in the sole discretion of the Court.

If you submit an objection and the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You may not both object to the Settlement and request to be excluded from the Settlement. If you timely submit both an Opt-Out Request (per Option 2 above) and an objection (per this Option 3), your Opt-Out Request will be nullified and you will be bound by the Settlement (and receive a check for your share of the Settlement) unless your objection is sustained.

V. HOW ARE THE INDIVIDUAL SETTLEMENT AMOUNTS CALCULATED?

Payments to the Class Members will be calculated on the basis of the number of weeks that each Class Member performed any work for WFX in the United States, pursuant to an Independent Contractor Agreement or a similarly styled agreement, from December 7, 2017 to December 31, 2021. Each workweek will be assigned a value of three shares – one share for compensation for claims under the FLSA and two shares for compensation for claims under Oklahoma law. The total number of settlement shares for all Class Members will be added together, and the Net Settlement Amount will be divided by that total to reach a per share dollar figure. The resulting per share dollar figure will then be multiplied by each Class Member's number of settlement shares to determine the Individual Settlement Amount.

Your estimated Individual Settlement Amount and your eligible Workweeks are reported on the enclosed Class Form. The estimated Individual Settlement Amount is a reasonable and good faith estimate based on the information currently available to the Parties. The actual payment that you will receive, if you participate in the Settlement, may be higher or lower.

If you dispute eligible Workweeks shown on your Class Form, you may produce evidence to the Settlement Administrator establishing what you contend is the correct number of eligible Workweeks. The deadline to dispute the eligible Workweeks shown on your Class Form is October 7, 2023. Unless you present convincing evidence proving that you have more eligible Workweeks than indicated by WFX's records, then your share will be based on WFX's records. The Settlement Administrator will notify counsel for the Parties of any disputes. Instructions for submitting disputes are on the Class Form. The Class Form can also be used for submitting name, address, and taxpayer ID number changes.

The Settlement Administrator will issue a Form 1099 to each participating Class Member to report payment of the Individual Settlement Amount. You should consult with your tax advisors concerning the tax consequences of the payment you receive under the Settlement. Participating Class Members understand and agree that they will be responsible for the payment of taxes on their Individual Settlement Amounts to the extent necessary.

If you participate in the Settlement, you will have 180 calendar days to cash the Individual Settlement Amount check that will be sent to you. In the event that any Individual Settlement Amount check is not deposited, cashed, or otherwise negotiated within the 180-day period, it shall be void. Any failure of a participating Class Member to deposit a check shall not affect the enforceability of the release of all claims; a participating Class Member that fails to negotiate his or her Individual Settlement Amount check shall remain bound by the Settlement. At the conclusion of the 180-day check void period, the amounts from uncashed checks will be redistributed to those participating Class Members that cashed their Individual Settlement Amount checks. Any uncashed check funds remaining after the redistribution/reissuance of the Settlement checks will be paid via *cy pres* in equal portions to organizations which benefit truck drivers: (1) St. Christopher Truckers Relief Fund, (2) Meals for 18 Wheels, and (3) Truckers Final Mile.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Amount check. If you fail to keep your address current, you may not receive your Individual Settlement Amount check.

VI. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT BENEFITS?

If approved by the Court, the Settlement will bar all Class Members who do not timely request exclusion from the Action (“Class Participants”) from bringing the following claims:

“Released Claims” shall mean any and all claims, demands, causes of action, charges, and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiffs and the Class Members now own or hold or have at any time before the Effective Date owned or held against Defendant or any of the Released Parties and which arose out of, are in any way connected to, or that were made or could have been made based on facts, theories, and claims pled in the Complaint, Amended Complaint, or Second Amended Complaint. The Released Claims include, but are not limited to, all wage and hour claims under the FLSA, 29 U.S.C. §§ 206, *et seq.*, that were alleged, inferred, pled or could have been pled based on the factual allegations of the Second Amended Complaint; all claims for the unlawful sale of business opportunities under the Oklahoma Business Opportunity Sales Act, 71 Okla. Stat. §§ 801, *et seq.*; all claims for deceptive and unfair trade practices under the Oklahoma Consumer Protection Act, 15 Okla. Stat. §§ 752, *et seq.*; all claims for deceptive trade practices under the Oklahoma Deceptive Trade Practices Act, 78 Okla. Stat. §§ 52, *et seq.*; all claims for constructive fraud, fraud, misrepresentation, and negligent misrepresentation; and all claims under 18 U.S.C. §§ 1581, *et seq.*, pertaining to debt servitude and/or peonage and involuntary servitude. The relevant time period for Released Claims will be those that arose between December 7, 2017, and December 31, 2021

Upon the Effective Date, the Class Participants and Plaintiffs each release the Released Parties, and each of them, of and from any and all of the Released Claims. “Released Parties” means WFX, and its present and former parent or holding companies, subsidiaries, divisions, affiliates of all kinds and degrees, successors, predecessors, related companies or joint ventures, and each of their present and former officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, administrators, trustees, general and limited partners, predecessors, successors and assigns. By signing and/or cashing the Settlement check that you will receive, you confirm that you opt in to the FLSA Collective in the Action and release applicable claims under the FLSA.

The Settlement is conditioned upon the Court entering an order at or following the Final Approval and Fairness Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Class Members.

VII. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval and Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:00 a.m. on November 3, 2023, in Courtroom 302 at the William J. Holloway, Jr. United States Courthouse, United States District Court for the Western District of Oklahoma, 200 N.W. 4th St., Oklahoma City, Oklahoma 73102. The hearing date may be changed without further notice. You are **not** required to attend the Final Approval and Fairness Hearing.

VIII. WHO ARE THE ATTORNEYS REPRESENTING THE PLAINTIFFS AND CLASS MEMBERS?

Plaintiffs and the Class Members are represented in this Action by attorneys from the law firms of Schneider Wallace Cottrell Konecky LLP and the Law Offices of Robert S. Boulter:

Carolyn H. Cottrell
David C. Leimbach
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
ccottrell@schneiderwallace.com
dleimbach@schneiderwallace.com

Rachel L. Mor
**RACHEL LAWRENCE MOR,
ATTORNEY AT LAW**
Landmark Towers West
3555 NW 58th St., Suite 1000
Oklahoma City, OK 73112
Telephone: (405) 562-7771
Facsimile: (405) 285-9350
rmor@thelawgroupokc.com

Michael J. Blaschke
MICHAEL J. BLASCHKE PC
2208 NW 59th St
Oklahoma City, OK 73112
Telephone: (405) 562-7771
Facsimile: (405) 285-9350
mblaschke@thelawgroupokc.com

Robert S. Boulter
LAW OFFICES OF ROBERT S. BOULTER
1101 Fifth Avenue, Suite 310
San Rafael, California 94901
Telephone: (415) 233-7100
rsb@boulter-law.com

VIII. CAN WFX RETALIATE AGAINST ME AS A RESULT OF WHAT I DO IN RESPONSE TO THIS NOTICE?

No. If you or your business is currently contracting with WFX, your decision whether to participate in, object to, or opt out of this Settlement will in no way affect your relationship with WFX. WFX is legally prohibited from taking any adverse action against you as a result of your decision whether or not to participate in this Settlement, and WFX has no intention of doing so. However, you or WFX may terminate an existing contract per its terms irrespective of this Settlement.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS ABOUT THE SETTLEMENT, you may contact the Settlement Administrator at the address and telephone number listed below, toll free.

Andrew Beissel and J&B Enterprises, Inc. v. Western Flyer Express, LLC
c/o CPT Group, Inc.,
50 Corporate Park,
Irvine, CA 92606
Telephone: 1-833-493-0444

ADDITIONAL INFORMATION

This Notice only summarizes the Action, the Settlement and related matters. For more information, you can access the Settlement website at <https://www.cptgroupcaseinfo.com/WesternFlyerSettlement> to view the Joint Stipulation of Settlement and Release of Class and Collective Action, the motions and related documents filed by Class Counsel to obtain the Court's approval of the Settlement, the relevant orders issued by the Court, and other important information. In addition, you may access all of the documents filed with the Court in this case (for cost) by accessing the PACER court records system at <https://pacer.uscourts.gov>.

PLEASE DO NOT TELEPHONE THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR WFX FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

CLASS FORM

Andrew Beissel, J&B Enterprises, Inc., a Colorado Corporation, individually and on behalf of all others similarly situated v. Western Flyer Express, LLC
U.S. District Court for the Western District of Oklahoma
Case No. 5:21-cv-00903-R

This Class Form provides your estimated Individual Settlement Amount, your eligible Workweeks, and the name, address, and taxpayer identification number to which your payment will be issued. You may use this form to submit (1) disputes regarding your eligible Workweeks, (2) name, address, and taxpayer identification number changes, or both.

YOUR ESTIMATED INDIVIDUAL SETTLEMENT AMOUNT: «TotalEstAmnt»

YOUR ELIGIBLE WORKWEEKS: «ClassWorkwks»

Your estimated Individual Settlement Amount is based on corporate and business records maintained by Western Flyer Express, LLC (“WFX”) that show the number of weeks you or your business (collectively “you”) performed any work for WFX in the United States of America from December 7, 2017 to December 31, 2021.

YOUR NAME AND TAXPAYER ID NUMBER

Please Make any Name/Address Changes Here:

«FullName»

«Address1»

«Address2»

«City»

«State»

«Zip»

The last four digits of your Social Security Number (SSN) or Employer Identification Number (EIN) are: «Last4SSN».

If you have changes to your Social Security Number or Employer Identification Number changes, please make them here (for confirmation purposes, please also print the Taxpayer Name associated with the new or revised number):

SSN/EIN: _____ Taxpayer Name: _____

Your Individual Settlement Amount check will be made payable to the name provided above. Therefore, if the name of your entity appears above, then your Individual Settlement Amount check will be issued in the name of your entity. If you would like to change the recipient’s name for your Individual Settlement Amount check (for example, to change it from your entity name to your personal name), you can use this Class Form to do so. You can also use this form for routine address changes and taxpayer ID number changes.

THE SETTLEMENT ADMINISTRATOR MUST HAVE THE CORRECT SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER IN ORDER TO ISSUE YOUR PAYMENT. IF YOU CHANGE THE RECIPIENT’S NAME FOR YOUR INDIVIDUAL SETTLEMENT AMOUNT CHECK, PLEASE ALSO CHANGE THE SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER. FOR SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER CHANGES, YOU MUST ENCLOSE A COMPLETED, SIGNED IRS FORM W-9. You may obtain IRS Form W-9 by visiting the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>.

I. IF YOU AGREE WITH THE INFORMATION ABOVE

If you believe the number of eligible Workweeks listed above is correct, and you do not have any changes for your name, address, or taxpayer identification number, **you do NOT need to return** or otherwise take any action in response to this Class Form.

II. IF YOU WOULD LIKE TO MAKE NAME, ADDRESS, AND/OR TAXPAYER ID NUMBER CHANGES

To submit name, address, or taxpayer ID number changes, write in the updated name, address, and/or taxpayer identification number (SSN or EIN) above, print and sign your name, provide your title if necessary, provide the date, and, return this Class Form and supporting documentation to the Settlement Administrator at the address below by October 7, 2023. Again, please note that the Settlement Administrator must have the correct Social Security Number or Employer Identification Number to issue your payment. **Please be sure to include a completed, signed IRS form W-9 for any taxpayer identification number changes.**

III. IF YOU DISPUTE YOUR ELIGIBLE WORKWEEKS

If you believe the eligible Workweeks specified above is incorrect, check the box below, write in the number of weeks during which you believe you performed any work for WFX in the United States of America from December 7, 2017 to March 11, 2021, print and sign your name, provide your title if necessary, insert the date, and, by October 7, 2023, send this Class Form and supporting documentation to the Settlement Administrator at the address below.

The Settlement Administrator and Counsel for the Parties will resolve any dispute based upon WFX's records and any documents and information you provide. Please be advised that the eligible Workweeks amount specified above is presumed to be correct unless the documents you submit contain convincing evidence otherwise.

I disagree with the eligible Workweeks specified above and have submitted supporting documentation. I contend that my correct eligible Workweeks amount during the period from December 7, 2017 to December 31, 2021 is: _____.

IV. ATTESTATION

If I am disputing my eligible Workweeks, I declare under penalty of perjury, under the laws of the United States, that the eligible Workweeks amount provided to me in this notice is not correct, that the eligible Workweeks amount I provide is true and accurate to the best of my knowledge, and that I have submitted documentation establishing the corrected eligible Workweeks amount.

If I am submitting name, address, and/or taxpayer ID number changes, I declare under penalty of perjury, under the laws of the United States, that I am authorized to make the name, address, and/or taxpayer ID number changes that I specify in this Class Form, and that I have submitted a completed, signed IRS form W-9 if necessary.

 Sign your name here

 Print the date here

 Print your name here

 If signing on behalf of an entity, company, etc., print your title or position here

IF NECESSARY, MAIL THIS FORM AND ANY SUPPORTING DOCUMENTATION TO:

*Andrew Beissel and J&B Enterprises, Inc. v. Western Flyer Express, LLC
c/o CPT Group, Inc.,
50 Corporate Park,
Irvine, CA 92606*

PLEASE RETAIN A COPY OF THIS FORM AND ANY OTHER DOCUMENTS YOU SUBMIT FOR YOUR RECORDS
Information regarding the Class, Settlement, and the Action is contained in the Notice.