

ALEXANDER V FEDEX SETTLEMENT ADMINISTRATOR  
C/O RUST CONSULTING INC - 4920  
PO BOX 2396  
FARIBAULT MN 55021-9096  
1-800-711-1958

## IMPORTANT LEGAL MATERIALS



- <<SequenceNo>>

<<Name 1>>  
<<Name2>>  
<<Name3>>  
<<Name4>>  
<<Address1>>  
<<Address2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>

Enclosed is a *corrected* Notice Packet relating to the class action settlement in *Alexander v FedEx Ground Packages System, Inc.* US District Court Northern District of California Case No. 05-cv-0038 EMC. You are receiving this corrected Notice Packet for two reasons: (1) the November 16, 2015 mailing was inadvertently sent to a large number of incorrect addresses; and (2) the preliminary calculations on which the estimated settlement payments were based have been adjusted for accuracy.

Whether this is the first notice you have received of the class action settlement, or whether you also received the notice packet mailed on November 16, 2015, **please review the contents of the enclosed notice and claimant identification form and the instructions for filing claims, objections, requests for exclusion, and challenges to the preliminary payment calculations. All deadlines for these filings have been extended by the Court from January 15, 2016 to February 15, 2016 (see below).** Additionally, the amount of your estimated pro rata settlement payment has changed. It will be higher or lower than the previous estimate.

The reason for the extension is to provide all potential class members with a full sixty-day period to consider the terms of the settlement and decide how they wish to proceed. The new deadlines are:

- 1) **February 15, 2016:** Deadline for filing **Claimant Identification forms** with Rust Consulting by U.S. Mail (postmarked) or on-line at [www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com).
- 2) **February 15, 2016:** Deadline for filing **Challenge to amount of Estimated Settlement Share** by U.S. Mail (postmarked) (challenges may not be filed on-line)
- 3) **February 15, 2016:** Deadline for filing **Requests for Exclusion** from the class and/or the meal and rest break settlement subclass with the U.S. District Court by U.S. Mail (exclusion requests may not be filed on on-line)
- 4) **February 15, 2016:** Deadline for filing **Objections to Settlement and Notice of Intent to Appear at the Final Approval Hearing** with the U.S. District Court by U.S. Mail (objections may not be filed on-line)

Additionally, the Final Approval Hearing has been moved from March 24, 2016 to April 7, 2016.

If you have already received and filed a Claimant Identification form and W-9 form with Rust Consulting, either by mail or on-line, ***you do not need to submit these documents again.*** However, the correct estimate of your estimated settlement payment is reflected in the enclosed packet and it is different than the earlier notice packet you may have received. If you are concerned about the status of your claim in any way, please don't hesitate to submit the claimant identification and W-9 forms again. All valid claim forms that are filed by the February 15, 2016 deadline will be accepted.

If you have questions about any aspect of the settlement, please contact either Plaintiffs' attorneys or Rust Consulting. Their contact information can be found in the enclosed notice.



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**IMPORTANT LEGAL MATERIALS**



<<Name 1>>  
<<Name 2>>  
<<Name 3>>  
<<Name 4>>  
<<Address 1>>  
<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>

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If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_ Zip Code: \_\_\_\_\_

**CLAIMANT IDENTIFICATION FORM**

This Claimant Identification Form is to be used only to request a payment under the Class Action Settlement Agreement in the case of *Dean Alexander et al. v. FedEx Ground Package System, Inc.*, 3:05-CV-0038 EMC which provides for the settlement of certain claims on behalf of certain pickup and delivery drivers for FedEx Ground Package System, Inc. ("FedEx Ground") in the State of California.

If you wish to participate in this settlement and obtain a settlement payment, you must complete this Claimant Identification Form in its entirety, sign where indicated, and either submit your completed Claimant Identification Form along with the provided IRS Form W-9: (1) by United States Mail, with First Class U.S. postage **postmarked no later than February 15, 2016**, to:

Alexander v FedEx Settlement Administrator  
C/O Rust Consulting Inc. - 4920  
PO Box 2396  
Faribault, MN 55021-9096

or (2) electronically, at the Settlement Administrator Website [www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com) **no later than February 15, 2016**.

| PLEASE PROVIDE THE FOLLOWING INFORMATION:           |  |
|---|--|
| NAME  |  |
| BUSINESS NAME (if applicable)                       |  |
| MAILING ADDRESS                                     |  |
| TELEPHONE NUMBER                                    |  |
| E-MAIL ADDRESS                                      |  |
| TAXPAYER IDENTIFICATION/<br>SOCIAL SECURITY NUMBERS |  |

FedEx Ground has identified persons who operated one or more routes in California between November 17, 2000 and October 15, 2007. You are getting this Form because FedEx Ground's records indicate that you are one of those persons, or because Court filings indicate that you may have previously received notice from the Court about this lawsuit. FedEx Ground also has provided information concerning the time between November 17, 2000 and March 6, 2015, during which you operated routes in California. If you continued to personally drive from March 6, 2015 through August 31, 2015, you have been credited with a number of eligible weeks for that period based on the extent of your driving during the period January 1, 2015 through March 6, 2015.

**Based on the terms of the settlement formula, your estimated settlement payment will be: \$<<EstimatedAward>>**

The exact amount you will receive from the Class Settlement Fund cannot be finally calculated at this time because we do not yet know the number of valid Claimant Identification Forms that will be submitted and the Court has not yet approved the amounts that will be deducted from the Class Settlement Fund, which include Class Counsel's application for attorneys' fees and expenses, and incentive awards for the individuals who brought this lawsuit.





- <<SequenceNo>>

**PLEASE REMEMBER TO:**

- Fill out both sides of this Form, in its entirety, including the enclosed W-9 form
- Sign and date the Sworn Certification
- Submit the completed Form, including the enclosed W-9 form, to the Settlement Administrator **no later than February 15, 2016**, by First Class Mail to:

Alexander v FedEx Settlement Administrator  
 C/O Rust Consulting Inc. – 4920  
 PO Box 2396  
 Faribault, MN 55021-9096

- or electronically at [www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com).

| INFORMATION DERIVED FROM FEDEX GROUND RECORDS INDICATES THAT:                                       |  |
|---|--|
| <b>You contracted with FedEx Ground during the listed periods between 11/17/2000 and 8/31/2015:</b> |  |
| FEDEX CONTRACT: <<NID 1>>   | START DATE: <<NID1_Firstweek>>      END DATE: <<NID1_Lastweek>>  |
| FEDEX CONTRACT: <<NID 2>>   | START DATE: <<NID2_Firstweek>>      END DATE: <<NID2_Lastweek>>  |
| FEDEX CONTRACT: <<NID 3>>   | START DATE: <<NID3_Firstweek>>      END DATE: <<NID3_Lastweek>>  |
| FEDEX CONTRACT: <<NID 4>>   | START DATE: <<NID4_Firstweek>>      END DATE: <<NID4_Lastweek>>  |
| <b>GENERAL CLASS</b>  | <b>Between 11/17/2000 and 8/31/2015 you personally drove:</b> <ul style="list-style-type: none"> <li>• More than 35 hours: &lt;&lt;WW_35_Plus&gt;&gt; workweeks</li> <li>• Less than 35 hours, but more than 25 hours: &lt;&lt;WW_25_35&gt;&gt; workweeks</li> <li>• Less than 25 hours, but more than 0 hours: &lt;&lt;WW_0_25&gt;&gt; workweeks</li> </ul> |
| <b>OVERTIME SUBCLASS</b>  | Between 11/17/2000 and 8/31/2015, you personally drove <<OT_Hours>> overtime hours.  |
| <b>MEAL AND REST PERIOD SETTLEMENT SUBCLASS</b>   | Between 8/1/2011 and 8/31/2015, you personally drove <<MealPeriodDays>> days.  |

**SWORN CERTIFICATION (You will not be eligible for any settlement payment unless you sign and date this statement):**

I swear, under the penalties of perjury recognized by the laws of the United States, that I, on behalf of myself and on behalf of any business entity with which I am or was affiliated: 1) entered into an Operating Agreement with FedEx Ground Package System, Inc. or FedEx Home Delivery; 2) drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) at some time between November 17, 2000 and October 15, 2007, to provide package delivery services pursuant to the Operating Agreement; and 3) was dispatched out of a terminal located in California.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**IF YOU ARE ELIGIBLE FOR THE OVERTIME SUBCLASS:**

I swear, under the penalties of perjury recognized by the laws of the United States, that I, on behalf of myself and on behalf of any business entity with which I am or was affiliated: 1) entered into an Operating Agreement with FedEx Ground Package System, Inc. or FedEx Home Delivery; 2) drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) at some time between November 17, 2000 and October 15, 2007, to provide package delivery services pursuant to the Operating Agreement; 3) was dispatched out of a terminal located in California; and 4) at any time during the class period operated a vehicle with gross vehicle weight rating of less than 10,001 pounds.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**IF YOU ARE ELIGIBLE FOR THE MEAL AND REST PERIOD SETTLEMENT SUBCLASS:**

I swear, under the penalties of perjury recognized by the laws of the United States, that I, on behalf of myself and on behalf of any business entity with which I am or was affiliated: 1) entered into a FedEx Ground or FedEx Home Delivery Form Operating Agreement (now known as OP-149 and Form OP-149-RES) between November 17, 2000 and October 15, 2007; 2) drove a vehicle on a fulltime basis (meaning exclusive of time off for commonly excused employment absences) from August 1, 2011 through August 31, 2015, to provide package pick-up and delivery services pursuant to the Operating Agreement; and 3) were dispatched out of a terminal in the state of California.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Computation of Estimated Share.**



- <<SequenceNo>>

Your estimated share of the settled case is \$<<EstimatedAward>>. This estimate is based on the information listed below.

Submit additional information to the Settlement Administrator only if you believe that any of the information below is inaccurate:

- 1. It is strongly recommended that you keep proof of timely mailing and/or faxing for your records until receipt of your settlement payment.
2. If you change your mailing address, please send your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Your Estimated Settlement Share is based on the following calculation based on work performed between November 17, 2000 and August 31, 2015 (the Claim Period):

Table with 2 columns: Amount/Label and Description. Rows include Value\_35\_Plus, Value\_25\_35, Value\_0\_25, OT\_PremiumsDue, MealRest\_PeriodPayments, and MinimumPayment.

This amount is subject to change, up or down, depending on the number of Class Members who submit timely and valid claims and/or submit challenges to the estimated amounts.

Challenge Procedure - If you disagree with the information shown above:

Check the box below ONLY if you wish to challenge the dates and information listed above. You do NOT have to submit this Form if you agree with the dates of employment, the workweek count and the hours per workweek shown in FedEx Ground's scanner records as listed above. Any challenges must be sent by mail to the Settlement Administrator and be postmarked no later than February 15, 2016, To:

Alexander v FedEx Settlement Administrator
C/O Rust Consulting Inc. - 4920
PO Box 2396
Faribault, MN 55021-9096

Challenges post-marked after this date will not be honored.

I have included below a written statement of what I believe to be the correct number of workweeks and hours per workweek that I personally drove one of my FedEx Ground Routes in the State of California during the period November 17, 2000 through August 31, 2015. I have also included information and/or documentary evidence that supports my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review FedEx Ground's business records and determine the validity of my challenge.

SIGNATURE

Name of Class Member

Class Member ID Number (from address label)

Statement of Reasons and provide documentation of correct number of workweeks and hour per workweek that I personally drove one of my FedEx Ground routes in the State of California during the period November 17, 2000 through August 31, 2015.





<<SequenceNo>>

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18

|   |   |  |
|---|---|--|
| Form <b>W-9</b><br>(Rev. December 2014)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>Identification Number and Certification</b> | <b>Give Form to the<br/>requester. Do not<br/>send to the IRS.</b> |
|---|---|--|

|   |  |   |
|---|--|---|
| Print or type<br>See Specific Instructions on page 2. | 1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |   |
|   | 2 Business name/disregarded entity name, if different from above   |   |
|   | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | 5 Address (number, street, and apt. or suite no.)  | Requester's name and address (optional)<br>ALEXANDER V FEDEX SETTLEMENT ADMINISTRATOR<br>C/O RUST CONSULTING INC - 4920<br>PO BOX 2396<br>FARIBAULT MN 55021-9096   |
|   | 6 City, state, and ZIP code  |   |
|   | 7 List account number(s) here (optional)   |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3

**Note:** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                       |  |
|---------------------------------------|--|
| <b>Social security number</b>         | <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| <b>or</b>                             |  |
| <b>Employer identification number</b> | <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>   |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                   |               |
|------------------|-----------------------------------|---------------|
| <b>Sign Here</b> | <b>Signature of U.S. person ▶</b> | <b>Date ▶</b> |
|------------------|-----------------------------------|---------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. *If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.



**NOTICE OF CLASS ACTION SETTLEMENT**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

*Alexander et al. v. FedEx Ground Package System, Inc.*  
Case No. 3:05-cv-38 EMC

**If You Are or Were a FedEx Ground or FedEx Home Delivery Pickup and Delivery Driver in the State of California and Entered into an Operating Agreement Between November 17, 2000 and October 15, 2007 You Could Be Eligible for a Payment from a Class Action Settlement.**

**If You Are Eligible, You May Receive a Minimum Payment of \$190 or \$240 For Each Week In Which You Drove Full-Time Between November 17, 2000 and August 31, 2015.**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>                  |   |
|--|---|
| <b>ASK TO BE EXCLUDED</b>  | Write a letter to the Court about why you would like to be excluded from the lawsuit postmarked by <b>February 15, 2016</b> . You must state whether you want to be excluded from the General Class, Overtime Subclass, Meal and Rest Period Settlement Subclass, or all three.<br><br>If you ask to be excluded, you will not receive a settlement payment.  |
| <b>SUBMIT THE CLAIMANT IDENTIFICATION FORM INCLUDED WITH THIS NOTICE</b> | The only way to receive a settlement payment is to submit the Claimant Identification Form included with this notice to the Settlement Administrator by the claim filing deadline of <b>February 15, 2016</b> .   |
| <b>OBJECT AND GO TO A HEARING</b>  | Write to the Court about why you don't like the settlement. If you object, you may ask to speak in Court about the fairness of the settlement (though you do not have to go to a hearing).<br><br><b>Please note:</b> Even if you object to the settlement, the Court may not agree with your objection. <b>To protect your right to a payment in case, you must submit a Claimant Identification Form.</b> |
| <b>DO NOTHING</b>  | Get no payment and give up your rights to be a part of any other lawsuit against FedEx Ground related to the claims that are the subject of the settlement.   |

**TABLE OF CONTENTS**

**BASIC INFORMATION ..... 3**

1. Why did I get this notice package?..... 3

2. What is this lawsuit about?..... 3

3. Why is this a class action? ..... 3

4. Why is there a settlement? ..... 4

**WHO IS INCLUDED IN THE SETTLEMENT ..... 4**

5. How do I know if I am part of the settlement? ..... 4

6. Are there exceptions to being included? ..... 4

7. What if I want to be excluded?..... 5

**THE SETTLEMENT BENEFITS—WHAT YOU GET ..... 5**

8. What does the settlement provide? ..... 5

9. How much will my payment be? ..... 5

**HOW YOU GET A PAYMENT ..... 5**

10. Submitting a Claimant Identification Form ..... 6

11. When would I get my payment?..... 6

12. What am I giving up to get a payment? ..... 6

**THE LAWYERS REPRESENTING THE CLASS ..... 7**

13. Do I have a lawyer in this case? ..... 7

14. How will the lawyers and Plaintiffs be paid? ..... 7

**OBJECTING TO THE SETTLEMENT ..... 7**

15. How do I tell the Court that I don't like the settlement? ..... 7

**THE FINAL APPROVAL FAIRNESS HEARING..... 7**

16. When and where will the Court decide whether or not to approve the settlement?..... 7

17. Do I have to come to the hearing?..... 8

18. May I speak at the hearing? ..... 8

19. What happens if I do nothing at all? ..... 8

**GETTING MORE INFORMATION ..... 8**

20. Are there more details about the settlement?..... 8

## BASIC INFORMATION

### 1. Why did I get this notice package?

You received this notice because FedEx Ground's records show that you signed a FedEx Ground Pickup and Delivery Contractor Operating Agreement to provide service in California sometime during the period between November 17, 2000 and October 15, 2007, and that you may have personally worked as a full-time driver under that contract between November 17, 2000 and the present.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at [www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com), by contacting Class Counsel (See Question 20), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

### 2. What is this lawsuit about?

The people who brought the suit are seventeen drivers who operated FedEx Ground or FedEx Home Delivery routes and they are called "Plaintiffs" in this notice. The Plaintiffs sued FedEx Ground Package System, Inc., which is referred to as "Defendant" in this notice. The Plaintiffs brought the lawsuit on behalf of themselves and a class of other pickup and delivery drivers who, like them, signed contracts with FedEx Ground to operate FedEx Ground or Home Delivery routes in the State of California.

This lawsuit is about whether FedEx Ground misclassified pick-up and delivery drivers as independent contractors rather than as employees, and failed to provide them with legal rights that employees have under California law. In the operative Complaint, Plaintiffs seek to recover Class-wide damages for, among other things, unreimbursed employment expenses, illegal wage deductions, and failure to provide meal and rest periods, as well as unpaid overtime pay for individuals driving trucks weighing less than 10,001 pounds, interest, civil penalties, attorneys' fees and costs. FedEx Ground maintains that the independent contractor classification is appropriate and denies that it has broken any laws.

In 2008, the Court allowed the Plaintiffs to pursue this lawsuit as a class action and to represent similarly situated drivers in the State of California in: (1) a General Class for claims of unreimbursed employment expenses and illegal wage deductions; and (2) an Overtime Subclass for claims of unpaid overtime for individuals who drove trucks weighing less than 10,001 pounds. In August 2014, the Ninth Circuit Court of Appeal ruled that the Plaintiffs were employees and not independent contractors.

In October 2015, the Court further certified a **Meal and Rest Period Settlement Subclass** to resolve claims for missed meal and rest periods during the period August 1, 2011 and August 31, 2015.

At the time that the settlement was reached, the case was moving towards trial to determine if FedEx Ground violated the California Labor Code and, if so, how much it owed the Plaintiffs in damages.

### 3. Why is this case a class action?

In a class action lawsuit, the Plaintiffs sue on behalf of other people who have similar claims. The people who have similar claims to or with the Plaintiffs are a "Class" or "Class Members." The individuals who sued—and all the Class Members like them—are collectively called the Class.

The Court decided in 2008 to allow the **General Class** and **Overtime Subclass** to proceed as a class action because it meets the requirements of Federal Rule of Procedure 23, which governs class actions in federal courts. In October 2015, the Court decided to allow the Plaintiffs to certify a **Meal and Rest Period Settlement Subclass**. Specifically, the Court found that:

- There are numerous FedEx Ground drivers whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Plaintiffs' claims are typical of the claims of the rest of the Class;
- The Plaintiffs and the lawyers representing the Class will fairly and adequately represent the Class' interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

#### 4. Why is there a settlement?

The Court has not issued a final decision about the case, which has been ongoing for more than eleven (11) years. Instead of further litigation, which could have taken many more years with no certainty of the outcome, both sides agreed to a Class-wide settlement. The settlement provides the Class Members with compensation sooner and allows both sides to avoid the cost of a trial and appeals. The Plaintiffs and their lawyers think the settlement is in the best interest of the Class Members.

#### WHO IS INCLUDED IN THE SETTLEMENT

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

You are part of the settlement if you fit one or more of the following descriptions:

- **General Class** – Includes all persons who:
  - (1) Entered into a FedEx Ground or FedEx Home Delivery Form Operating Agreement (now known as OP-149 and Form OP-149-RES);
  - (2) Drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) from November 17, 2000 through October 15, 2007, to provide package pick-up and delivery services pursuant to the Operating Agreement;  
**and**
  - (3) Were dispatched out of a terminal in the state of California between November 17, 2000 and August 31, 2015.
- **Overtime Subclass** – Includes all persons who:
  - (1) Entered into a FedEx Ground or FedEx Home Delivery Form Operating Agreement (now known as OP-149 and Form OP-149-RES);
  - (2) Drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) from November 17, 2000 through October 15, 2007, to provide package pick-up and delivery services pursuant to the Operating Agreement;
  - (3) Were dispatched out of a terminal in the state of California between November 17, 2000 and August 31, 2015;  
**and**
  - (4) At any time during the class period operated a vehicle with gross vehicle weight rating of less than 10,001 pounds.
- **Meal and Rest Period Settlement Subclass** – Includes all persons who:
  - (1) Entered into a FedEx Ground or FedEx Home Delivery Form Operating Agreement (now known as OP-149 and Form OP-149-RES) from November 17, 2000 through October 15, 2007;
  - (2) Drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) between August 1, 2011 and August 31, 2015 to provide package pick-up and delivery services pursuant to the Operating Agreement;  
**and**
  - (3) Were dispatched out of a terminal in the state of California **between August 1, 2011 and August 31, 2015**.

#### 6. Are there exceptions to being included?

Yes. You are **not** a member of the General Class or either subclass *if you did not*: (1) sign an Operating Agreement with FedEx Ground at some point between November 17, 2000 and October 15, 2007; (2) *personally drive* a vehicle on a full-time basis under that Operating Agreement between November 17, 2000 and October 15, 2007; and (3) operate out of a terminal in California. **If you do not satisfy any one of these three conditions, you are not member of the Class and are excluded from participation in this lawsuit.**

You are **not** eligible to be a member of the Meal and Rest Period Settlement Subclass if your FedEx Ground Operating Agreement terminated at any time prior to **August 1, 2011**.

You are **not** eligible for a settlement payment for the time period November 17, 2000 through December 31, 2008 if you were a member of the certified class in a class action lawsuit entitled *Estrada v. FedEx Ground Package System, Inc.*, LA Superior Court Case No. BC210130 and received a payment or your claims were dismissed with prejudice under the stipulated judgment entered in that case on December 23, 2008. If you were *excluded* from the *Estrada* class at any point because you became a multiple-work area contractor (MWA) during the *Estrada* class period you may be eligible for a settlement payment in the *Alexander* Class.

If you were a Plaintiff in the action entitled *Mason et. al. v. FedEx Ground Package System, Inc.* Los Angeles Superior Court Case No. BC382960 and you received a settlement payment in that case for the time period January 1, 2005 to December 31, 2008, your settlement payment in this case, if any, pertains to the period January 1, 2009 to August 31, 2015.

If you are still not sure whether you are included, you can ask for help. You can call 1-800-711-1958 or visit [www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com) for more information. Or you can fill out and submit the Claimant Identification Form, described under Question 9, to see if you qualify.

## 7. What if I want to be excluded?

### Why would I ask to be excluded?

If you already have your own lawsuit against FedEx Ground concerning employment classification and want to continue with it, you must ask to be excluded from the Class. **If you exclude yourself from the Class—which is sometimes called “opting-out” of the Class—you won’t get any money or portion of the settlement.** However, you may then sue or continue to sue FedEx Ground for employment classification practices that occurred or occur at any time. If you exclude yourself, you will *not* be legally bound by the settlement.

If you start your own action after you exclude yourself, you must hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against FedEx Ground, you should talk to your own lawyer soon, because your claims are subject to a statute of limitations.

### How do I ask the Court to exclude me from the Class?

To be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from the “*Alexander v. FedEx Ground Package System, Inc.*, Case No. 05-CV-0038 EMC.” You must state whether you want to be excluded from the General Class, Overtime Subclass, Meal and Rest Period Settlement Subclass, or all three. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by **February 15, 2016**, to:

Alexander v FedEx Settlement Administrator  
C/O Rust Consulting Inc. – 4920  
PO Box 2396  
Faribault, MN 55021-9096

## THE SETTLEMENT BENEFITS—WHAT YOU GET

## 8. What does the settlement provide?

FedEx Ground has agreed to create a \$226.5 million dollar (\$226,500,000.00) Class Settlement Fund to be divided among and on behalf of all Class Members who send in valid Claimant Identification Forms. The money is also used to pay for Plaintiffs’ lawyers’ fees and costs, payment to the Plaintiffs for their service to the Class, payment of certain penalties to the California Labor and Workforce Development Agency, and the costs of administering the settlement.

## 9. How much will my payment be?

Your share of the Class Settlement Fund will ultimately depend on the number of valid Claimant Identification Forms that Class Members send in. **The enclosed Computation of Estimated Share form explains your estimated settlement amount and how it was calculated.**

The Classes are defined to include persons who drove for Defendant on a full-time basis, defined as 35 or more hours in a week. You are not eligible to receive any settlement payment for workweeks during which you did not personally drive.

Your settlement payment will depend on the number of workweeks during the claim period that you personally drove and performed pickup and delivery in a Primary Service Area covered by your Operating Agreement with FedEx Ground or FedEx Home Delivery, the number of days and hours you personally drove in each of those workweeks, and which FedEx Ground division you contracted with, *i.e.* FXG or FHD. This information is derived from records produced by FedEx.

After all Class Members have sent in their Claimant Identification Forms, you will receive your *pro rata* share of the Class Settlement Fund. If less than 100% of the Class Members send in valid Claimant Identification Forms, you could get more money than currently estimated.

### General Class

All Class Members are eligible to receive settlement payments calculated this way: (a) A “Weekly Base Settlement Payment” (WBSP) for each week in which they worked full-time (defined as 35 hours or more) adjusted for each year during the claim period to reflect accrued statutory interest at rate of 10% simple and (b) tiered flat-rate payments for weeks in which they worked, but drove less than 35 hours or less than 25 hours as derived from records produced by FXG of \$75 or \$25, respectively.

The estimated WBSP for Class Members who drove for FXG is \$240 and the estimated WBSP for Class Members who drove for FHD is \$190. The lower WBSP for FHD drivers reflects the lower expenses incurred by FHD contractors.

An absolute minimum payment of \$250 will be allocated to persons who received the class notice and who were not excluded by the Estrada case, but who did not fit the General Class definition during any portion of the class period.

### Overtime Subclass

Members of the Overtime Subclass are eligible to receive additional settlement payments in *pro rata* settlement shares from an overtime settlement reserve fund of \$16,000,000. Payments are calculated based the daily and weekly overtime hours for members of the Overtime Subclass as derived from records produced by FXG.

### Meal and Rest Period Settlement Subclass

Members of the Meal and Rest Period Settlement Subclass, which includes members of the General Class who continued to drive after August 1, 2011, will receive additional settlement payments in *pro rata* settlement shares from a meal and rest period settlement reserve fund of \$5,600,000, calculated based on days worked between August 1, 2011 and August 31, 2015, as derived from records produced by FXG.

## HOW YOU GET A PAYMENT

### **10. Submitting a Claimant Identification Form**

To qualify for a payment, you must meet all of the eligibility criteria described under Questions 5 and 6 and you must submit a valid Claimant Identification Form to the Settlement Administrator by the claim filing deadline. A Form is included with this notice. You may also get a Form on the Internet at [www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com).

Read the instructions carefully, fill out the Form (including the IRS Form W-9), sign it and either mail it **postmarked no later than February 15, 2016**, to:

Alexander v FedEx Settlement Administrator  
C/O Rust Consulting Inc. – 4920  
PO Box 2396  
Faribault, MN 55021-9096

or file it **online no later than February 15, 2016**, using the following link: [www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com).

### **11. When would I get my payment?**

The Court will hold a hearing on **April 7, 2016**, at 1:30 PM, to decide whether or not to give final approval to the settlement. If Judge Chen approves the settlement and there are no appeals, you should receive your settlement payment about **6 to 8** weeks after the hearing. But, if the Court does not approve the settlement or if there are any appeals, payments will be delayed or the settlement may not occur. Everyone who sends in a Claimant Identification Form will be informed of the progress of the settlement. Please be patient.

### **12. What am I giving up to get a payment?**

Under the terms of the settlement, you will be releasing FedEx Ground Package System, Inc., and parties related to it, from all claims that were asserted or could have been asserted based on the factual allegations in Plaintiffs’ operative Complaint for any period of time before August 31, 2015, **with one exception**: the settlement does not apply to and does not release claims premised on California law for missed meal and rest breaks (if any) that accrued at any time prior to August 1, 2011.

**PLEASE NOTE: If the Court approves the settlement, your claims (described above) will be extinguished whether or not you submit a Claimant Identification Form and whether or not you receive a payment.**

## THE LAWYERS REPRESENTING THE CLASS

### 13. Do I have a lawyer in this case?

The Court has previously appointed Leonard Carder LLP to serve as Class Counsel for the Plaintiffs and Class Members in this lawsuit:

**Beth A. Ross**  
**Aaron Kaufmann**  
**David Pogrel**  
**Elizabeth Gropman**  
LEONARD CARDER, LLP  
1330 Broadway, Suite 1450  
Oakland, CA 94612  
Tel: (510) 272-0169  
Fax: (510) 272-0174

These lawyers will be paid from the settlement amount, so you will not be charged personally for their work on this case and in negotiating this settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers and Plaintiffs be paid?

Class Counsel will ask the Court to approve payment of: (1) up to 22% of the Class Settlement Fund for attorneys' fees and expenses for the eleven years they spent investigating the facts, litigating the case, and negotiating the settlement; and (2) up to \$10,000 in service awards for each of the original Plaintiffs who assisted in the litigation; and (3) up to \$1,500.00 as service award for the Named Plaintiff who assisted in litigation to represent the Meal and Rest Period Settlement Subclass. Class Counsel may seek less and/or the Court may award less than these amounts. FedEx Ground has agreed *not* to oppose these requests for fees, expenses, and incentive awards. **A motion to approve payment of attorneys' fees will be on file with the Court and available for public review on November 16, 2015.**

## OBJECTING TO THE SETTLEMENT

### 15. How do I tell the Court that I don't like the settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the proposed 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.

To object, you must send a letter saying that you object to the settlement in *Alexander v. FedEx Ground Package System, Inc.*, Case No. 05-CV-0038 EMC (be sure to include this case name and number in your letter). All written objections and supporting papers must (a) clearly identify the case name and number (*Alexander v. FedEx Ground Package System, Inc.*, Case No. 05-CV-0038 EMC), (b) include your name, address, telephone number, your signature, and the reasons you object to the settlement, and (c) be postmarked no later than **February 15, 2016** and sent to the following address:

Alexander v FedEx Settlement Administrator  
C/O Rust Consulting Inc. – 4920  
PO Box 2396  
Faribault, MN 55021-9096

Even if you object, the Court may not agree with your objection. **To protect your right to a payment in this case, you must also submit a Claimant Identification Form with your objection.**

## THE FINAL APPROVAL FAIRNESS HEARING

### 16. When and where will the Court decide whether or not to approve the settlement?

The Court will hold a Final Approval Fairness Hearing on **April 7, 2016**, at 1:30 PM, at the United States District Court for the Northern District of California, at 450 Golden Gate Avenue, San Francisco, CA 94102 before the Honorable Edward M. Chen, Courtroom 5. At this hearing the Court will consider whether or not the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether or not to approve the settlement.

**17. Do I have to come to the hearing?**

No. But, you may appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you send an objection, you do not have to come to Court to talk about it but you may if you wish. As long as you mailed your written objection on time, the Court will consider it.

**18. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating your “Notice of Intention to Appear at Fairness Hearing in *Dean Alexander et al. v. FedEx Ground Package System, Inc.*, Civil No. 05-cv-0038 EMC.” Be sure to include your name, address, telephone number, and your signature.

Your Notice of Intention to Appear must be postmarked no later than **February 15, 2016**, and be sent to the Clerk of the Court, Class Counsel, and FedEx Ground’s counsel, at the address under Questions 15 and 20.

**19. What happens if I do nothing at all?**

If you do not submit a Claimant Identification Form, object, and/or attend the final hearing, you will not receive a payment **and** you will give up your rights to be part of any other lawsuit against FedEx Ground related to the claims that are the subject of this settlement, as described under Question 11.

**GETTING MORE INFORMATION**

**20. Are there more details about the settlement?**

This notice summarizes the proposed settlement. Additional details are included in the written Class Action Settlement Agreement. You can get a copy of that Agreement by writing to:

Alexander v FedEx Settlement Administrator  
C/O Rust Consulting Inc. – 4920  
PO Box 2396  
Faribault, MN 55021-9096

or by visiting the Settlement Administrator’s website at **[www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com)**.

You can call **1-800-711-1958**, toll-free; write to:

Alexander v FedEx Settlement Administrator  
C/O Rust Consulting Inc. – 4920  
PO Box 2396  
Faribault, MN 55021-9096

or visit the website at **[www.alexander-v-fedexground-settlement.com](http://www.alexander-v-fedexground-settlement.com)**, where you can find answers to common questions about the settlement, a Claimant Identification Form (including IRS Form W-9), plus other information to help you determine whether you are a Class Member and whether or not you are eligible for a payment.

You may also speak to the lawyers, who are:

**Beth A. Ross**  
**Aaron Kaufmann**  
**David Pogrel**  
**Elizabeth Gropman**  
LEONARD CARDER, LLP  
1330 Broadway, Suite 1450  
Oakland, CA 94612  
Tel: (510) 272-0169  
Fax: (510) 272-0174

**DO NOT CONTACT THE COURT OR FEDEX WITH QUESTIONS.**

DATE: December 14, 2015