

Jhonny Vera and Ricardo Bautista v. HomeDeliveryLink, Inc
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JHONNY VERA and RICARDO BAUTISTA, individually and
on behalf of all others similarly situated,
Plaintiffs,

Case No. 1:23-cv-14278

v.
HOMEDELIVERYLINK, INC.
Defendant.

NOTICE OF CLASS ACTION PROPOSED SETTLEMENT

THIS NOTICE IS TO INFORM YOU OF A PENDING CLASS ACTION PROPOSED SETTLEMENT FOR INDIVIDUALS WHO DROVE FOR HDL AND CONTAINS IMPORTANT INFORMATION REGARDING HOW YOU CAN RECEIVE A SHARE OF THE SETTLEMENT:

TO: _____

RE: Settlement of Claims for Alleged Unlawful Deductions from Pay

This notice is to inform you that a proposed monetary settlement has been reached with HomeDeliveryLink (“HDL”) covering the period of time from September 2013 to January 2025 (“Class Period”). This is not a notice of a claim against you. A federal court has authorized this notice. This is not a solicitation from a lawyer.

The court previously certified this case as a class action, brought on behalf of all delivery drivers who contracted to provide deliveries for HDL in Illinois between 2013 and 2025; who made deliveries for HDL personally and full-time; and who were classified as independent contractors.

You have been identified as an individual that currently or formerly contracted with HDL during the Class Period, and who meets the class criteria. As a result, you are entitled to a portion of the settlement. Below are answers to some questions you may have regarding the lawsuit, the settlement of the lawsuit, and your eligibility to receive money as a result of the settlement.

Why am I receiving this Notice?

A class action lawsuit was filed against HDL in 2023 that alleged that HDL violated the Illinois Wage Payment and Collection Act by classifying its delivery drivers as independent contractors instead of as employees and, as a result took deductions from their compensation checks, and forced them to incur out-of-pocket expenses, in violation of Illinois law. HDL denies wrongdoing and liability. ***However, both sides agreed to provide a cash settlement to Class Members and resolve the Action.*** To that end, the class representatives and HDL have reached a proposed settlement that covers all members of the Settlement Class during the Class Period.

What is the Settlement Amount and How will it be Distributed?

Under the proposed settlement, HDL will pay \$975,000.00 (“the Settlement Amount”). A hearing on the final approval of the settlement is currently scheduled for April 30, 2026 at 9:00 a.m. Subject to Court approval, up to \$325,000.00 will be paid from the Settlement Amount for the attorneys’ fees and all costs, and approximately \$3,990.00 will be paid for the costs of settlement administration. Additionally, subject to Court approval, up to \$20,000.00 each will be paid from the Settlement Amount to Jhonny Vera and Ricardo Bautista, as incentive payments for their services in bringing this lawsuit and serving as Class Representatives. For complete information about the Settlement or to view the Settlement Agreement or related Court documents, you can contact the Class Action Administrator at the contact information provided below. The remainder of the Settlement Amount will constitute the Net Settlement Amount and will be distributed to delivery drivers, with each driver receiving a pro rata share based on the amount of time they provided services to HDL and met the class criteria.

Class Counsel strongly believe that this is a favorable settlement given the circumstances. Based upon their many years of work on this litigation, Class Counsel have concluded that there is a risk that Plaintiffs would not prevail on some or all of their claims for damages at trial, and believe that the settlement is fair and reasonable and is favorable to you. We calculate your approximate settlement share at \$ _____.

If the Court grants final approval of the Settlement, the lawsuit will be dismissed with prejudice against HDL and, you will receive a share (assuming we have your correct contact information) unless you specifically exclude yourself from the settlement as described below, you will fully release and discharge HDL from any and all claims that are asserted in the lawsuit or that arise from or are related to the facts or claims

alleged in the lawsuit. When claims are “released,” that means that a person covered by the release cannot sue HDL for any of the claims that are released. The claims you are releasing as a member of this settlement are listed at the bottom of the claim form you are required to sign to receive your share of the Settlement.

What are my Options?

You can participate in the settlement or, if you do not want to accept the settlement, you have the right to object to the fairness of this settlement. To do so, you must follow the instructions described below. To participate in the settlement, you do not have to do anything except ensure that we have the right contact information for you. Your check will be mailed to you.

If you wish to object to the proposed settlement, you must file your written objection with Class Counsel at the address below as soon as possible, but no later than **April 14, 2026**. Your written objection must set forth any legal or factual arguments supporting the objection. Class Counsel will file your objection with the Court before the final approval hearing.

Apex Class Action LLC
PO Box 54668
Irvine, CA 92619
Email: support@apexclassaction.com
1-800-355-0700
Fax: (949)989-4428

There will be a court hearing on April 30, 2026, at 9:00 a.m., at the United States District Court at 219 South Dearborn Street, Chicago, Illinois 60604, Courtroom 1719, at which time Federal Judge Georgia N. Alexakis will decide whether to grant final approval of the settlement. You are free to attend this hearing, and if the Court permits, voice any objection you may have. If you file a written objection as specified above, you do not need to attend the hearing in order for the Court to consider your written objection.

You may opt out of the settlement by submitting a request for exclusion to the Settlement Administrator as soon as possible, but no later than **April 14, 2026**. This request for exclusion should include your name and address, and should state: (1) that you are requesting to be excluded from the class settlement in the case Vera v. HDL, Civil Action No. 1:23-cv-14278; and (2) that you understand that by excluding yourself from the settlement, you will receive no funds in conjunction with the case. If you exclude yourself, you will not participate in these proceedings, nor will you receive any recovery from the Settlement Amount. You will retain the right to assert any Illinois state law or federal claims you may have against HDL, if any, relating to the payment of wages or hours of work. **If you decide to opt out of the settlement, Class Counsel will no longer represent you regarding your claims against HDL, and you will not receive any payment under this settlement.**



If you have any questions about the settlement, please feel free to contact the Settlement Administrator at www.apexclassaction.com/HomeDeliveryLink/ or the address listed above.

Please do not contact the Court Clerk, the Judge, or defense counsel.

**DISTRITO JUDICIAL DE LOS ESTADOS UNIDOS
PARA EL DISTRITO NORTE DE ILLINOIS
DIVISIÓN ESTE**

JHONNY VERA y RICARDO BAUTISTA, individualmente y en
nombre de otro en situación similar,
Demandantes,
v.
HOMEDELIVERYLINK, INC.
Demandado.

Caso No. 1:23-cv-14278

AVISO DE ACUERDO PROPUESTO DE DEMANDA COLECTIVA

ESTE AVISO LE INFORMA SOBRE UN ACUERDO PROPUESTO PENDIENTE DE DEMANDA COLECTIVA PARA PERSONAS QUE FUERON CONDUCTORES PARA HDL E INCLUYE INFORMACIÓN IMPORTANTE SOBRE CÓMO PUEDE RECIBIR UN PAGO DE ESTE MISMO:

PARA: _____

ASUNTO: Conciliación de Reclamaciones por supuestas Deducciones Ilegales sobre el Salario

Este aviso es para informarle que un acuerdo propuesto monetario ha sido logrado con HomeDeliveryLink (“HDL”) conciliando el periodo desde de septiembre de 2013 a enero de 2025 (“Período de Clase”). Esto no es un aviso de reclamación contra usted. Un tribunal federal ha autorizado este aviso. Esto no es una solicitud de un abogado.

Este caso ha sido previamente certificado por el tribunal como demanda colectiva, presentada en nombre de todos los repartidores que se contrataron para realizar entregas para HDL en Illinois entre el 2013 y el 2025; quienes realizaron entregas para HDL personalmente y a tiempo completo; y quienes fueron clasificados como contratistas independientes.

Usted ha sido identificado como una persona que fue o ha sido contratado por HDL durante el Período de Clase y que cumple con el criterio de clase. Como resultado, tiene derecho a una parte del acuerdo. Más adelante encontrará preguntas y respuestas que pueda tener sobre la demanda, el acuerdo de la demanda y su elegibilidad para recibir un pago como resultado del acuerdo.

¿Por qué recibo este Aviso?

Una demanda de tipo colectivo ha sido interpuesta en el 2023 contra HDL, alegando que HDL violó la Ley de Pago y Cobro de Salarios de Illinois (*IWPCA*) al clasificar a sus repartidores como contratistas independientes y no como empleados, y, como resultado, realizó deducciones de sus cheques de pago y les obligó a incurrir en gastos adicionales, en violación de la ley de Illinois. HDL niega cualquier mal hecho y toda responsabilidad. ***Sin embargo, ambas partes aceptan proporcionar un acuerdo monetario a los Miembros de Clase y conciliar la Demanda.*** Con ese fin, los representantes de clase y HDL han alcanzado un acuerdo propuesto que abarca a todos los miembros del Acuerdo Colectivo durante el Período de Clase.

¿Qué es el Monto del Acuerdo y cómo será distribuido?

Bajo el Acuerdo propuesto, HDL pagará \$975,000.00 (“el Monto del Acuerdo”). Una audiencia para la aprobación final del acuerdo está programada para el 30 de abril de 2026 a las 9:00 a.m. Hasta \$325,000.00, sujeto a aprobación del Tribunal, se destinará a los honorarios y costos de los abogados, y aproximadamente \$3,990.00 será a los costos de administración del acuerdo. Adicionalmente, hasta \$20,000.00, sujeto a aprobación del Tribunal, se pagará del Monto del Acuerdo a Jhonny Vera y Ricardo Bautista, en concepto de incentivo por sus servicios en la presentación de esta demanda y en su calidad de Representantes de Clase. Para obtener la información completa del Acuerdo o para revisar el Acuerdo de Transacción o los escritos relacionados con este, puede contactar al Administrador de la Demanda Colectiva mediante la información proporcionada más adelante. La parte restante del Monto del Acuerdo formará el Monto Neto del Acuerdo y será distribuida entre los repartidores, de la cual cada uno recibirá una parte prorrateada con base en el tiempo que brindó su servicio a HDL y en el cumplimiento del criterio de clase.

Los Abogados de Clase consideran que, de acuerdo con las circunstancias, este acuerdo favorece. Con base en sus años de trabajo en esta litigación, han concluido que existe el riesgo de que los Demandantes no prevalezcan en algunas o todas sus reclamaciones por daños en el juicio, y consideran también que el acuerdo es justo y razonable, y que le favorece. Calculamos que su porción del acuerdo es de aproximadamente \$ _____ .

Si el Tribunal otorga al Acuerdo una aprobación definitiva, la demanda será desestimada con perjuicio contra HDL y, usted recibirá una parte (asumiendo que tengamos su información de contacto correcta) a menos, que usted específicamente se retire del acuerdo como se describe más adelante, estará siendo excluido por completo y liberará a HDL de todas y cualquier reclamación que han sido presentadas en la demanda o que surgieron del o son relacionadas a los hechos o reclamaciones alegadas en la demanda. Cuando las reclamaciones son “liberadas”, se refiere a que la persona cubierta por la liberación no puede demandar a HDL por ninguna de las reclamaciones liberadas. Las reclamaciones que usted presenta como miembro de este acuerdo se mencionan al final del formulario de reclamación que le solicitamos que firme para recibir una parte del Acuerdo.

¿Cuáles son mis Opciones?

Puede participar en el acuerdo o, si no lo acepta, tiene derecho a objetar a la equidad de este mismo. Si así lo desea, debe seguir las instrucciones a continuación. Para participar del acuerdo, no debe hacer nada más que asegurarse de que tengamos su información de contacto correcta. Su cheque será enviado a su dirección.

Si desea objetar al acuerdo propuesto, debe presentar una objeción por escrito, cuánto antes, con los Abogados de Clase a la siguiente dirección, a más tardar el **14 de abril de 2026**. Esta objeción escrita debe establecer cualquier argumento legal o fáctico que la respalde. Los Abogados de Clase presentarán su objeción ante el Tribunal durante la audiencia de aprobación final.

Apex Class Action LLC
PO Box 54668
Irvine, CA 92619
Correo electrónico: support@apexclassaction.com
1-800-355-0700
Fax: (949)989-4428

Una audiencia se llevará a cabo el 30 de abril de 2025 a las 9:00 a.m., en el Distrito Judicial de los Estados Unidos, en 219 South Dearborn Street, Chicago, Illinois 60604, Sala de audiencia 1719, en la cual la Jueza Georgia N. Alexakis decidirá sobre la aprobación final del acuerdo. Puede asistir a esta audiencia y, si el Tribunal lo permite, exponer cualquier objeción que tenga. Si presenta una objeción escrita como se ha especificado, no necesita presentarse en la audiencia para que el Tribunal la considere.

Para retirarse del acuerdo, debe enviar una solicitud al Administrador del Acuerdo lo antes posible, a más tardar el **14 de abril de 2026**. Esta solicitud debe incluir su nombre y dirección, y mencionar: (1) que solicita ser excluido del acuerdo colectivo en el caso Vera v. HDL, Demanda Civil No.1:23-cv-14278, y (2) que comprende que, excluyéndose del acuerdo, no recibirá ningún pago en conexión con el caso. Si se excluye, no participará en este proceso ni recibirá ninguna recuperación del Monto del Acuerdo. Usted retendrá el derecho de no presentar ninguna ley estatal de Illinois ni reclamaciones federales que pueda tener contra HDL, si las hubiese, relacionadas al pago de salarios o por horas de trabajo. **Si decide retirarse del acuerdo, los Abogados de Clase ya no representarán en su nombre ni sus reclamaciones contra HDL, ni recibirá un pago por este acuerdo.**



Si tiene dudas sobre el acuerdo, por favor, contacte al Administrador del Acuerdo en www.apexclassaction.com/HomeDeliveryLink/ o escriba a la dirección anterior.

Por favor, no contacte al secretario judicial, al juez ni a los abogados de la defensa.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person	Date
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