

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

Anderson v. Sterling Farm & Fleet, Inc., et al., Case No. 24-cv-1520
United States District Court for the Eastern District of Wisconsin

This is not a solicitation. This Notice affects your legal rights. Please read it carefully.

A federal court in Wisconsin recently granted preliminary approval of a class and collective action settlement in the case *Anderson v. Sterling Farm & Fleet, Inc., et al.*, Case No. 24-cv-1520 (the “Lawsuit”). Records show that you are a proposed class member in the Lawsuit. Please read this Court-approved notice carefully to understand your rights in the settlement.

What is this Lawsuit About?

The Lawsuit alleges that Defendants Sterling Farm & Fleet, Inc. and Blain Supply, Inc. (“Defendants”) violated the federal Fair Labor Standards Act (“FLSA”) and state law by unlawfully failing to include all forms of nondiscretionary compensation (such as weekend premium pay) in their regular rates of pay for overtime calculation and compensation purposes. As a result, the Lawsuit alleges that Defendants failed to compensate its hourly employees for all overtime hours worked and work performed at the correct and lawful overtime rate of pay.

Defendants strongly deny the allegations in the Lawsuit. But, to avoid the costs, delays, and risks of continued litigation, the parties have entered into a Settlement Agreement. The Settlement Agreement represents a compromise of disputed claims. Because of the settlement, the Court has not decided, and will not decide, whether any party is correct or whether Defendants violated the law.

Who is Included in the Settlement and Why Did I Receive This Notice?

For settlement purposes, the Court certified the Lawsuit as a class action (which applies to state wage claims) and a collective action (which applies to federal wage claims) as follows:

Rule 23 Class: All individuals who worked as non-exempt hourly employees for Defendants, who worked in excess of forty (40) hours in a given workweek in which they also received either (i) a sales incentive bonus, or (ii) weekend premium pay, from January 1, 2022 to December 31, 2025, and who did not file an exclusion from the class or otherwise “opt-out” from the Lawsuit.

Collective Class: All individuals who worked as non-exempt hourly employees for Defendants, who worked in excess of forty (40) hours in a given workweek in which they also received either (i) a sales incentive bonus, or (ii) weekend premium pay, from January 1, 2022 to December 31, 2025, and who timely returned a Consent to Join the Lawsuit.

You received this Notice because you were identified in Defendants’ records as a member of the Rule 23 Class who is also eligible to join the Collective Class. Your options are explained below.

What Does the Settlement Provide?

The parties estimate that \$34,119.50 will be available for distribution across all participating class and collective members. **Your recovery depends on several factors, including your participation in the settlement, as explained below.** For a full explanation of how payments were calculated, please see the Settlement Agreement, which is available by contacting Class Counsel.

As further explained in the Settlement Agreement, unless you exclude yourself from the settlement following the directions below, you will release Defendants and their affiliated entities and individuals from all applicable state wage and hour claims, including those alleged in the Lawsuit.

What Are Your Options?

1. Join the Collective Class. You are already considered a member of the Rule 23 Class, as defined above and, as such, are eligible to receive monies through the Settlement Agreement. However, if you also participate in the Collective Class, you are eligible to receive *additional* monies, over and above your recovery as a Rule 23 Class Member.

If you wish to participate in the Collective Class in addition to the Rule 23 Class, you must sign, date, and return the enclosed Consent to Join form to the Settlement Administrator by **June 11, 2026**. Participation in the Collective Class will release all federal wage and hour claims relating to or arising from the facts and claims alleged in the Lawsuit, in addition to your state law wage and hour claims.

Failure to sign, date, and return the enclosed form by **June 11, 2026** will prohibit you from being able to participate in the Collective Class. However, you will remain a member of the Rule 23 Class, unless you affirmatively opt-out of the settlement as detailed below.

2. Do Nothing. You are already considered a member of the Rule 23 Class, as defined above. If you wish to participate in the settlement by remaining a member of the Rule 23 Class and not a member of both the Rule 23 Class and the Collective Class, you do not have to do anything. If you remain a member of the Rule 23 Class and should the Court grant final approval of the parties' settlement, you will receive a check for your portion from the Settlement Fund and will release all state law wage and hour claims related to your employment that relate to or arise from the facts and claims alleged in the Lawsuit.

3. Request Exclusion. If you do not want to participate in the settlement, you must submit a written request for exclusion and return it to the Settlement Administrator by **June 11, 2026**. To be effective, your written request must include: (i) the name of this Litigation, (ii) your name, mailing address, email address, and telephone number, (iii) a statement that you want to be excluded from the settlement, and (iv) your physical signature.

If you exclude yourself, you will not receive any funds made available through the settlement, but you will not waive any federal or state wage-related claims against Defendants, and you will retain your right to file your own lawsuit against Defendants should you wish to do so, subject to the applicable statute of limitations.

Failure to request exclusion by **June 11, 2026** will result in you remaining a member of the Rule 23 Class and subject to the terms of the Settlement Agreement.

4. Object. If you do not wish to exclude yourself, but have an objection to the settlement, you may object to the terms of the Settlement Agreement by providing such objection to the Settlement Administrator on or before **June 11, 2026**.

The objection must include: (i) the name of this Litigation, (ii) your full name, mailing address, email address, and telephone number; (iii) all grounds for the objection, accompanied by any legal support for the objection; (iv) the identity of all counsel who represent you, including any former or current counsel who previously represented you and may be entitled to compensation for any reason related to the objection to the settlement, (v) the identity of all counsel who will appear on your behalf at the Final Fairness and Approval Hearing (described below), (vi) a statement confirming whether you intend to personally appear and/or testify at the Final Fairness and Approval Hearing, and (vii) your physical signature on the written statement (an attorney's signature is not sufficient).

Failure to timely and properly file your objection will result in you being deemed to have waived all objections and your objection will not be heard, and you will waive the right to appeal if the settlement is approved.

REGARDLESS OF WHAT CHOICE YOU MAKE, THERE WILL BE NO RETALIATION OR ADVERSE ACTION TAKEN AGAINST YOU FOR JOINING OR NOT JOINING THE COLLECTIVE CLASS, REQUESTING EXCLUSION, OR OBJECTING TO THE SETTLEMENT.

Who is Representing the Class and How Will They Be Paid?

The Court has appointed Class Counsel, identified below, to represent class members in this settlement. Counsel will request a total of \$35,320.00 to reimburse them for their attorneys' fees and litigation expenses. The amount of fees and costs approved by the Court is separate from the amounts payable to participating Settlement Class Members and will be paid through the parties' settlement. As a result, **you will not and do not have to pay Class Counsel from your settlement payment or otherwise.** You also have the right to hire your own attorney at your own expense.

The Court has appointed Plaintiff, Robyn Enderson, as the class representative. Class Counsel will request that Plaintiff receive a Service Award of \$2,500.00 for her service to the class. Plaintiff's receipt of an award is separate from the amounts payable to participating Settlement Class Members and, as such, does not affect your recovery under the settlement.

How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement check will be sent to the correct address.

When is the Final Fairness Hearing?

The Court will hold a Final Fairness Hearing on **September 15, 2026**, in the United States Courthouse and Federal Building, 517 E. Wisconsin Avenue, Courtroom 284, Milwaukee, Wisconsin, 53202, at **9:30 a.m.** The Final Fairness Hearing may be converted to a telephonic hearing (rather than an in-person hearing) without further notice. The purpose of the hearing is to consider, among other things, (1) whether to approve the Settlement Agreement; (2) Class Counsel's requested attorneys' fees costs; and (3) the requested Service Award to Plaintiff. You may appear at the hearing but are not required to do so.

What Happens if the Court Approves the Settlement?

If the Court ultimately approves the settlement at or after the Final Fairness Hearing, it will enter a judgment that will dismiss the Lawsuit with prejudice on the merits as to all participating Settlement Class Members. This means that in exchange for the payments received under the settlement, Rule 23 Class Members who do not exclude themselves will be barred from bringing their own lawsuit under state law for recovery against Defendants for claims for unpaid wages from January 1, 2022 through December 31, 2025. Similarly, Rule 23 Class Members who return a Consent to Join Form and join the Collective Class will further be barred from bringing their own lawsuit under federal law for recovery against Defendants for claims of unpaid wages from January 1, 2022 through December 31, 2025. Conversely, individuals who validly and timely request exclusion from the settlement will not release any state or federal wage and hour claims but will not receive a settlement payment.

Contact Information

Completed Consent to Join forms, requests for exclusions, and objections should all be directed to the Settlement Administrator at:

Enderson v. Sterling Farm & Fleet, Inc. – 9377
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Tel: (833) 386-6539
info@EndersonFarmFleetSettlement.com

Questions and requests for additional information should be directed to Class Counsel at:

Walcheske & Luzi, LLC
1200 N. Mayfair Road, Suite 270
Wauwatosa, WI 53226
(262) 780-1953
classaction@walcheskeluzi.com

Workplace Law Partners P.C.
155 N. Michigan Avenue, Suite 719
Chicago, Illinois 60601
(630) 778-0400
kunze@fishlawfirm.com

Please direct any questions you have about the Lawsuit, the settlement, and/or your rights and options under the Settlement Agreement to Class Counsel. Do not direct them to the Settlement Administrator.

NO INQUIRIES REGARDING THE LAWSUIT, THE SETTLEMENT AGREEMENT, OR YOUR RIGHTS AND OPTIONS SHOULD BE DIRECTED TO THE COURT