

1 David Mara, Esq., (SBN 230498)
2 Matthew Crawford, Esq., (SBN 310230)
3 MARA LAW FIRM, PC
4 2650 Camino Del Rio North, Suite 302
5 San Diego, CA 92108
6 Telephone: 619.234.2833
7 Facsimile: 619.234.4048

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9 Attorneys for Plaintiff RICHARD DUARTE, on
10 behalf of himself, all others similarly situated, and
11 on behalf of the general public.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

RICHARD DUARTE, on behalf of himself, and
all others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

PTG LOGISTICS, LLC; and DOES 1 through
100,

Defendants.

Case No.: CIVSB2126799

[Consolidated with Case No.CIVSB2131398]

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 1, 2023

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S26

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Duarte v. PTG Logistics, LLC*, matter.
6 On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Class Action Settlement* (referred to as “Notice”); (b) receiving and processing requests for exclusion;
20 (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded
21 by Defendants during the Class Period, as stated on their individualized Class Notice.; (d) calculating
22 individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling
23 tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
24 and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the
25 terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or
26 as ordered by the Court for Apex to perform.

1 4. On July 14, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Notice. Apex then generated a draft of the formatted Notice, which received approval from the
3 Parties' Counsel before being mailed.

4 5. On July 31, 2023, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Settlement Class Member. The data file was successfully uploaded to our
7 database, where it underwent a thorough review to identify any duplicates or potential inconsistencies.
8 The Class List consisted of a total of 102 individuals.

9 6. In preparation for the mailing process, all 102 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice.
13 The NCOA database contains records of requested address changes submitted to the USPS. If an updated
14 address was found in the NCOA database, it was utilized for the mailing of the Notice. However, in
15 cases where no updated address was found in the NCOA database, the original address provided by
16 Counsel for Defendants was used for the mailing of the Notice.

17 7. On August 14, 2023, The Notice was sent to all 102 individuals listed in the Class List using U.S
18 First Class Mail. A precise and accurate copy of the mailed Notice is attached herein as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 1 returned Notice as undeliverable, and
20 none were returned with a forwarding address. Apex conducted a computerized skip trace in order to
21 acquire an updated address for the purpose of re-mailing the 1 returned Notice but was unsuccessful.

22 9. As of the date of this declaration, there have not been any Notices re-mailed.

23 10. As of the date of this declaration, 1 Notice has been considered undeliverable as no updated
24 address was found despite conducting skip tracing.

25 11. As of the date of this declaration, Apex has received 1 invalid request for exclusion. The deadline
26 for submitting a request for exclusion from the Settlement was September 28, 2023. The invalid request
27 for exclusion failed to include the class member's telephone number and the last 4 digits of their social
28 security number. On September 6, 2023, a cure letter was mailed requesting an amended request for

1 exclusion be submitted. A precise and accurate copy of the mailed cure letter is attached herein as

2 **Exhibit B.**

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was September 28, 2023.

5 13. As of the date of this declaration, Apex has not received any workweek disputes. The deadline for
6 submitting a dispute to the Settlement was September 28, 2023.

7 14. As of the date of this declaration, Apex will report 102 Participating Class Members, constituting
8 100% of the total 102 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period is
10 7,222. The Net Settlement Amount available to Participating Class Members is estimated to be \$211,805.68
11 and was calculated by subtracting the requested attorneys' fees (\$133,333.33), the amount requested for
12 litigation costs and expenses (\$15,370.99), the requested Class Representative Enhancement Payment
13 (\$10,000.00), the requested Settlement Administration Costs (\$4,490.00), and the PAGA Payment
14 (\$25,000.00) from the Gross Settlement Amount (\$400,000.00).

15 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated to
16 be approximately \$6,686.75, and the *average* Individual Settlement Amount is currently estimated to be
17 approximately \$2,076.53. These amounts are subject to employee-side tax and withholdings.

18 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$6,250.00) will be allocated to Aggrieved
19 Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt out
20 of the PAGA settlement. There are 84 PAGA Group Members who worked a total of 5,000 PAGA weeks
21 during the PAGA Period.

22 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$188.75, and the
23 *average* individual PAGA share is approximately \$74.40.

24 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$4,490.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct and that this Declaration was executed this 2nd day of November
3 2023, in Irvine, California.

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6 
7 MADELY NAVA

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN BERNARDINO
Richard Duarte, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff,
vs. PTG Logistics, LLC, Defendants
Case Nos. CIVSB2126799 and Case No. CIVSB2131398

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All hourly, non-exempt truck workers, industrial truck workers, industrial truck drivers, industrial vehicle drivers, truck drivers, professional drivers, transportation specialists, tanker drivers, delivery drivers, industrial workers, or similar job designations and titles, and all other similarly situated non-exempt, hourly employees of Defendant from September 17, 2017 through July 14, 2023.

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions ("the Lawsuits"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All hourly, non-exempt truck workers, industrial truck workers, industrial truck drivers, industrial vehicle drivers, truck drivers, professional drivers, transportation specialists, tanker drivers, delivery drivers, industrial workers, or similar job designations and titles, and all other similarly situated non-exempt, hourly employees of Defendant from September 17, 2017 through July 14, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

1. *Why Have I Received This Notice?*

PTG Logistics, LLC's (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from September 17, 2017 to July 14, 2023 (the "Class Period").

A Preliminary Approval Hearing was held on July 14, 2023, in the California Superior Court, County of San Bernardino. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on November 20, 2023, at 9:00 a.m., before Honorable David S. Cohn in Department S26, located at 247 W 3rd Street, San Bernardino, CA 92415.

2. *What Is This Case About?*

A class action complaint against Defendant was filed in the San Bernardino County Superior Court on September 17, 2021 (Case No. CIVSB2126799). The complaint alleged the following causes of action against Defendant: (1) failure to pay all straight time wages; (2) knowing and intentional failure to comply with itemized employee wage statement provisions; (3) failure to pay all wages at the time of termination of employment; (4) failure to adopt a compliant sick pay / paid time off policy; (5) irregular pay periods; (6) failure to reimburse business expenses; and (7) violation of Unfair Competition Law, on behalf of Class Members.

A PAGA (California Private Attorneys General Act of 2004) representative action complaint against Defendant was filed in the San Bernardino County Superior Court on November 2, 2021 (Case No. CIVSB2131398). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) failure to pay all straight time wages; (2) failure to pay all wages at the time of termination of employment; (3) knowing and intentional failure to comply with itemized employee wage statement provisions; (4) failure to adopt a compliant sick pay / paid time off policy; (5) failure to reimburse business expenses and (7) failure to pay all wages owed twice per month.

The two cases (Case Nos. CIVSB2126799 and Case No. CIVSB2131398) have been consolidated, with CIVSB2126799 designated as the lead case.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you worked for Defendant in the State of California as an hourly, non-exempt truck worker, industrial truck worker, industrial truck driver, industrial vehicle driver, truck driver, professional drivers, transportation specialist, tanker driver, delivery driver, industrial worker, or a similar job designation or title, or similarly situated non-exempt, hourly employee of Defendant from September 17, 2017 through July 14, 2023.

If you worked for Defendants in the State of California as a Class Member from August 26, 2020 to July 14, 2023, you are also an Aggrieved Employee under the settlement.

4. How Does This Class Action Settlement Work?

Plaintiff Richard Duarte brings these actions behalf of himself and all other similarly situated employees who were employed by Defendant as Class Members in California at any time during the Class Period. Plaintiffs and these other current and former employees comprise a “Class.” The settlement of these Lawsuits resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee at the San Bernardino County Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415, and/or by visiting the San Bernardino Superior Court website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Click the “Accept” button at the bottom of the screen, then click “Search” on the bar near the top of the page and select “Case Information.” Use the first search box on the left-hand side of the screen titled “Case Number Search,” then enter the case number CIVSB2126799. You may also contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	MICHAEL SULLIVAN & ASSOCIATES LLP Eric H. DeWames Gregory B. Wilbur 99 Almaden Blvd., Suite 800 San Jose, CA 95113 Telephone: (408) 627-4812

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; (d) be signed by you or your lawful representative; and (e) be postmarked no later than September 28, 2023.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than September 28, 2023. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release

Defendant and the Released Parties¹ from the Released Class Claims. The Released Class Claims are:

Any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged or could have been alleged based upon a reasonable interpretation of the facts alleged in the Complaints against Defendant, including, but not limited to, 1) Failure to Pay All Straight Time Wages; 2) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 226); 3) Failure to Pay all Wages Due at the Time of Termination (Cal. Lab. Code § 203); 4) Failure to Adopt a Compliant Sick Pay Policy (Cal. Lab. Code § 246); 5) Irregular Pay Periods (Cal. Lab. Code § 204); 6) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802); 7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.); and 8) Failure to Pay all Overtime (Cal. Lab. Code § 510).

If you are an Aggrieved Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act predicated upon the Labor Code violations that were asserted in the Lawsuits as well as any potential penalties, interest or attorneys' fees associated with those violations under California law.

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Release Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. All Eligible Aggrieved Employees will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$400,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$10,000, for prosecution of the Lawsuits, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$7,500; (3) a payment of \$25,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$133,333.33 (33.333% of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$25,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a

¹ "Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Class Settlement Share ties directly to the amount of weeks that he or she worked.

C. How Aggrieved Employees' Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$18,750 (75% of the \$25,000 total PAGA Payment). The remaining \$6,250 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of weeks that he or she worked.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«Class_Estimated_Settlement_Amount_», less taxes. This is based on the Class Data which shows you worked «Class_Weeks» workweeks during the Class Period. The maximum number of workweeks any Class Member may have is 7,222.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$«PAGA_Estimated_Settlement_Amount_». This is based on the PAGA Data which shows you worked «PAGAWeeks» workweeks during the PAGA Period. The maximum number of workweeks any Aggrieved Employee may have is 5,000.

E. Tax Treatment of Your Settlement Payments

Each Class Member's Individual Class Settlement Share will be apportioned as follows: 20% wages and 80% interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Notice is interpreted to contain or constitute advice regarding any

federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to The Youth Assistance Coalition in compliance with section 384 of the California Code of Civil Procedure.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 33.333% of the Gross Settlement Amount (\$133,333.33) for attorney fees and \$25,000 for litigation costs.

Defendant has paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting www.apexclassaction.com/ptglogistics, a website maintained by the Settlement Administrator. Please refer to the PTG Logistics Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court for a nominal fee at the San Bernardino Superior Court, Hall of Justice, located at 247 W 3rd Street, San Bernardino, CA 92415, and/or by visiting the San Bernardino Superior Court website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Click the "Accept" button at the bottom of the screen, then click "Search" on the bar near the top of the page and select "Case Information." Use the first search box on the left-hand side of the screen titled "Case Number Search," then enter the case number CIVSB2126799. You may also contact Plaintiffs' counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit B



Date: September 6, 2023

Apex ID: PTGL036
Jack R Geiger
c/o M LAW ATTORNEYS, APC
680 East Colorado Blvd. Suite 180
Pasadena, CA 91101

RE: *Duarte v. PTG Logistics, LLC*
Case No. CIVSB2126799

Dear Class Member,

Your request to be excluded has been received and marked as deficient due to the following reason(s):

Missing:

- Last four digits of your Social Security Number
- Telephone Number

Please make the necessary corrections to your submission before or by the response deadline, September 28, 2023. If you have any questions or require further clarification, our dedicated support team is available at (800) 355-0700.

Apex Class Action
PO Box 54668
Irvine, CA 92619

Thank you,

Claims Department