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Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEON GENTRY and DEON GENTRY, JR., as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a Wyoming
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2314325

*[Assigned for All Purposes to Hon. Christian
Towns, Dept. S-26]*

**DECLARATION OF MAYRA GONZALEZ
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: May 12, 2025
Time: 8:30 a.m.
Dept.: S-26

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Deon Gentry & Deon Gentry, Jr. v. Pinnacle Driveway, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On January 10, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and trips for each Class Member (“Class List”) during the Class Period. The final mailing list contained 290 individuals identified as Settlement Class members. Therefore, the escalator clause was not triggered.

1 4. On January 13, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address. As a result of the NCOA
5 search, Phoenix was able to locate 56 updated addresses.

6 5. On January 27, 2025, Phoenix mailed the Notice via U.S. first class mail, in both
7 English and Spanish, to all 290 Settlement Class members on the Class List. A true and correct copy
8 of the mailed Class Notice is attached hereto as **Exhibit A**.

9 6. As of the date of this declaration, 57 Class Notices have been returned to Phoenix.
10 Zero were returned with a forwarding address. For the 57 Class Notices returned from the Post
11 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
12 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
13 Of the 57 Class Notices that were skip traced, 53 updated addresses were obtained and the Notice
14 was promptly re-mailed to those Settlement Class members via first class mail.

15 7. As of the date of this declaration, 4 Class Notices remain undeliverable since an
16 updated address could not be obtained via skip trace.

17 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
18 from Settlement Class members. The deadline to request exclusion from the Class Settlement was
19 March 28, 2025. The name of the one valid opt-out is John J. Marsh.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Settlement Class members. The deadline to request exclusion from the Class Settlement was
22 March 28, 2025.

23 10. As of the date of this declaration, Phoenix has received one (1) dispute from
24 Settlement Class members. Upon review by Defense Counsel, the dispute was denied. The deadline
25 for submitting a dispute from the Class Settlement was March 28, 2025.

11. There are 289 Settlement Class members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class members, representing 99.65% of the Class.

12. On March 31, 2025, Phoenix was informed of an additional Settlement Class Member, who was inadvertently left off of the class list. Phoenix will mail a Class Notice to the additional Settlement Class Member and provide a supplemental declaration with the mailing date and response deadline.

13. The Net Settlement Amount of \$196,348.25 available to pay Settlement Class members was determined by subtracting the requested Class Counsel attorneys' fees (\$125,000.00), and Class Counsel costs (\$10,651.75), requested Service Award to Plaintiffs (\$15,000.00), the payment to the LWDA for its share of civil penalties and to the PAGA Employees (\$20,000.00), and the requested Settlement Administration Costs (\$8,000.00) from the Gross Settlement Amount (\$375,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$12,754.86, the lowest Individual Settlement Share to be paid is approximately \$25.51, while the average Individual Settlement Share to be paid is approximately \$679.41. Settlement Class members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

15. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$5,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are 57 Aggrieved Employees who worked a total of 938 pay periods during the PAGA Period. The highest Individual PAGA

1 Payment to be paid is approximately \$639.66, and the average Individual PAGA Payment to be paid
2 is approximately \$87.72.

3 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
4 addition to the Gross Settlement Amount.

5 17. Phoenix's costs associated with the administration of this matter are \$8,000.00. This
6 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
7 distribution. Specifically, Phoenix's costs include those associated with mailing the Class Notices
8 in both English and Spanish to the 290 Settlement Class Members. A true and correct copy of the
9 invoice from Phoenix is attached hereto as **Exhibit B**.

10
11 I declare under penalty of perjury of the laws of the State of California that the foregoing is
12 true and correct.

13 Executed this 10th day of April 2025, at Orange, California.

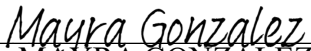
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16 MAYRA GONZALEZ

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DEON GENTRY and DEON GENTRY, JR. on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a Wyoming corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2314325

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All current and former drivers classified by Defendant Pinnacle Driveaway, Inc. as independent contractors at any time between June 23, 2019, and June 30, 2024, and: (i) who drove more than 50% of their miles within California; and/or (ii) who did not drive a majority of miles in any single state but were assigned to a California terminal. Collectively, these individuals will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. In exchange for the settlement payment, you will release claims against the Defendant as detailed below. Your estimated Settlement Award is explained in the accompanying Notice of Settlement Award. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. However, if you are a PAGA Employee who requests exclusion, you will still receive an amount as your share of the PAGA civil penalties described below. You are a “PAGA Employee” if you worked for Defendant Pinnacle Driveaway, Inc. in California at any time during the time period between June 23, 2022 and June 30, 2024 and during that time you drove more than 50% of your miles in California, or you did not drive a majority of your miles in any single state but were assigned to a California terminal. Instructions are set forth below.
Object	Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. Directions are provided below.

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) entitled *Deon Gentry and Deon Gentry, Jr., on behalf of themselves and on behalf of all persons similarly situated, v. Pinnacle Driveaway, Inc.*, San Bernardino County Superior Court Case No. CIVSB2314325 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Pinnacle Driveaway, Inc.’s (“Defendant”) records show that you worked as an independent contractor driver for Defendant at some time from June 23, 2019 to June 30, 2024 (the “Class Period”) and drove more than 50% of your miles within California; and/or you did not drive a majority of miles in any single state but were assigned to a California terminal. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Deon Gentry, Sr. and Deon Gentry, Jr. (collectively, “Plaintiffs”) brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former drivers classified by Defendant Pinnacle Driveaway, Inc. as independent contractors at any time between June 23, 2019 and June 30, 2024 and: (i) who drove more than 50% of their miles within California; and/or (ii) who

did not drive a majority of miles in any single state but were assigned to a California terminal. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Defendant misclassified the drivers as independent contractors and failed to provide Settlement Class members all minimum wages, unlawfully deducted amounts from wages owed, failed to provide accurate, itemized wage statements, failed to reimburse all necessary business expenses, and failed to pay all wages upon separation of employment. As a result of the foregoing alleged violations, Plaintiffs also allege that Defendant engaged in unfair business practices and is liable for civil penalties under the California Labor Code Private Attorney General Act of 2004 (“PAGA”).

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, and it expressly denies all liability.

The Court has not ruled that Defendant violated any laws or whether Plaintiff or any other person is entitled to damages or other relief. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in their best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still providing services to Defendant, your decision about whether to participate in the Settlement will not affect your relationship with Defendant. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiffs/ Settlement Class Members:	Attorneys for Defendant
LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com	SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C. Adam C. Smedstad asmedstad@scopelitis.com 5470 Shilshole Avenue NW, Suite 520 Seattle, Washington 98107 Telephone: (206) 288-6192 Fax: (206) 299-9375
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	

What are the terms of the Settlement?

On January 10, 2025, the Court preliminarily certified a class, for settlement purposes only, of all current and former drivers classified by Defendant Pinnacle Driveaway, Inc. as independent contractors at any time between June 23, 2019 and June 30, 2024 and: (i) who drove more than 50% of their miles within California; and/or (ii) who did not drive a majority of miles in any single state but were assigned to a California terminal. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$375,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and the Class Representatives’ Service Awards.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside an amount not to exceed \$8,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$125,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$25,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representatives service awards in the amount not to exceed \$7,500.00 each (for a total of \$15,000.00), to compensate them for their services and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$20,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be payable to PAGA Employees as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$182,000.00, to be shared among an up to 290 estimated Settlement Class members. The NSA will be divided as follows:

- (i) The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of trips worked as an independent contractor driver during the Class Period, the numerator of which is the Settlement Class member’s total trips worked as an independent contractor driver during the Class Period, and the denominator of which is the total trips worked as independent contractor drivers by all Settlement Class members (who do not opt out) who worked during the Class Period.

PAGA Amount. In addition, Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of trips that he or she worked during the time period between June 23, 2022 and June 30, 2024 (“PAGA Period”) which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee’s number of trips worked as an independent contractor driver during this time period that began or ended in California, and the denominator of which is the total number of trips worked by all PAGA Employees during the same time period that began or ended in California. The payments to PAGA Employees shall be reported as penalties on a Form 1099.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class Members or PAGA Employees whose checks were not cashed within 180 days after mailing will be transferred to the California Secretary of State - Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member or PAGA Employee.

Payment by Defendant of Gross Settlement Amount. The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class members and PAGA Employees. Defendant agrees to deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the “Effective Date” which is defined as the latter of: (a) the Court’s final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or all appeals have been dismissed; or (c) the final resolution overruling any objection and denying the basis of any appeal that has been filed.

Within ten (10) calendar days following Defendant’s deposit of the final Settlement Installment of Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards to participating Settlement Class members.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any portion of each Settlement Award that is provided for the PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, twenty percent (20%) of each Settlement Award shall be allocated as penalties, and eighty percent (80%) of each Settlement Award shall be allocated as expense reimbursements. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Settlement Class Members' Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release and discharge Defendant, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based on or arising from factual predicates alleged, or reasonably could have been alleged, in the operative First Amended Complaint, or which could have been pled in the operative First Amended Complaint, including, but not limited to: (a) any alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at separation of employment; (c) any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful deductions from wages; (f) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 et seq. based on the foregoing alleged claims; and (g) any right or claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, et seq.) based on the foregoing alleged claims, during the Class Period (collectively, the "Released Class Claims"). The Class Members do not release any claims other than those set forth above, including without limitation claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The time period of the Released Claims shall be the same time period as the Class Period.

PAGA Employees' PAGA Release. If the Court approves the Settlement, all PAGA Employees, including Plaintiffs (and also including those who opt-out from the Class portion of the Settlement), will release and forever discharge the Released Parties from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the operative First Amended Complaint, including, but not limited to, (a) any alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at separation of employment; (c) any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful deductions from wages; (f) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 et seq. based on the foregoing alleged claims; (g) any alleged failure to properly classify them as independent contractors; and (h) any right or claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, et seq.) based on the foregoing alleged claims, during the PAGA Period (collectively, "Released PAGA Claims").

The time period of the PAGA Released Claim is between June 23, 2022 and June 30, 2024 ("PAGA Period").

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendant fails to fully fund the Settlement. The releases identified herein will only be effective upon the date on which Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes ("Effective Date of the Release"). Upon the Effective Date of the Release, all Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Claims.

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

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

If your address is incorrect or has changed, you must notify the Settlement Administrator. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The Settlement Administrator is: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of trips you worked during the Class Period that began or ended in California, and the number of trips you worked during the PAGA Period, if any that began or ended in California. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement

Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **March 28, 2025**. Send disputes directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending a written "Request for Exclusion from the Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than **March 28, 2025**, with your name, address, telephone number, last four digits of your social security number, your signature, and a statement indicating that you would like to be excluded from the Class Action Settlement. The Request for Exclusion should state something to the effect of:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *DEON GENTRY V. PINNACLE DRIVEAWAY, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you worked between June 23, 2022, and June 30, 2024.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before **March 28, 2025**. Send written objections directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **May 12, 2025, at 8:30 a.m.**, in Department S-26 of the San Bernardino County Superior Court, located at 247 W 3rd St., San Bernardino, California 92408. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **March 28, 2025**. All objections or other correspondence must state the name and number of the case (*Sergio Rodriguez v. Superior Tank Co., Inc.* Kern County Superior Court, Case Nos. BCV-23-100144 and BCV-23-100926).

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **May 12, 2025, at 8:30 a.m.**, in Department S-26 of the San Bernardino County Superior Court, located at 247 W 3rd St., San Bernardino, California 92408. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website [gentry-v-pinnacle-driveaway.phoenixcases.com](https://www.gentry-v-pinnacle-driveaway.phoenixcases.com). The Court's final judgment will also be posted on the Settlement Administrator's website.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 W 3rd St., San Bernardino, California 92408. You may get more details by examining the Court's file on the Court Access website for the California Superior Court for the County of San Bernardino (<https://www.cap.sb-court.org/search>) and entering the Case No. CIVSB2314325 in the Case Number Search field. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **March 28, 2025**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON JANUARY 10, 2025.

NOTICE OF SETTLEMENT AWARD*Deon Gentry, et al. v. Pinnacle Driveaway, Inc.*

SAN BERNARDINO COUNTY SUPERIOR COURT, CASE NO. CIVSB2314325

Please complete, sign, date and return this form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

 (First, Middle, Last)
(II) Please type or print the following identifying information if your contact information has changed:

 Former Names (if any)

 New Street Address

 City

 State

 Zip Code
(III) Information Used to Calculate Your Individual Settlement Award:

According to the records of Pinnacle Driveaway, Inc. ("Defendant"):

- (a) You worked for Defendant as an independent contractor driver and worked a total of «Total_Weeks» trips that began or ended in California between June 23, 2019 and June 30, 2024.
- (b) You worked for Defendant as an independent contractor driver and worked a total of «PAGA_Pay_Periods» trips that began or ended in California between June 23, 2022 and June 30, 2024.

Based on the above, your Individual Settlement Award is estimated to be «Est_Set_Amt».

(IV) If you disagree with items (a) or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN MARCH 28, 2025.

Exhibit B



CASE ASSUMPTIONS

Class Members	300
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	297
Subtotal Admin Only	\$8,000.00

Not-to-Exceed Total \$8,000.00

For 300 Members

Pricing Good for Scope of Estimate Only

June 17, 2024

Case: Gentry, et al. v. Pinnacle Driveaway, Inc., Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Scott Lidman

Firm: Lidman Law

Contact Number: (424) 322-4773

Email: slidman@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 300 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$151.42	1	\$151.42
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$125.00	2	\$250.00
Total			\$933.42

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.50	300	\$150.00
Notice Packet & Opt-Out Form	\$2.00	300	\$600.00
Estimated Postage (up to 2 oz.)*	\$0.87	300	\$261.00
Static Website	\$250.00	1	\$250.00
Total			\$1,461.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.50	45	\$112.50
Remail Notice Packets	\$2.00	45	\$90.00
Estimated Postage	\$0.87	45	\$39.15
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$451.65

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$135.00	1	\$135.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$715.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks *	\$1.75	297	\$519.75
Estimated Postage	\$0.64	297	\$190.08
Total			\$1,704.83

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	59	\$89.10
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$75.00	4	\$300.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,100.00	1	\$1,100.00
Total			\$2,734.10

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,000.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.