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5 Attorneys for Plaintiff and on behalf of the Proposed Class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF STANISLAUS

10 ANA ORTEGA, individually, on a
representative basis, and on behalf of all
11 others similarly situated;

12 Plaintiff,

13 vs.

14 AGGRESSIVE TRANSPORT LTD-USA,
a California Corporation; and DOES 1
15 through 20, inclusive;

16 Defendants.

Case No.: CV-23-003207

*[Assigned to Hon. John R. Mayne, Dept 21, for
all purposes]*

**DECLARATION OF KEVIN LEE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Ana Ortega v. Aggressive Transport LTD-USA.*, (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.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement and Release of Claims (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from the Class Members; (iii) calculating the number of Workweeks each Class Member worked during the period from June 8, 2019 to October 25, 2024 (“Class Period”) and the number Pay Periods that each Aggrieved Employee worked during the time period from June 8, 2022 to October 25, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Notice (“Requests for Exclusion”), written objections to the Notice (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Class Payments to Class Members; (vi) calculating and issuing the Individual Class Payments and distributing them to Participating Class Members and Individual PAGA Payments to each Aggrieved Employee; (vii) issuing the payment to Class Counsel for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Notice or as the Parties mutually agree or as the Court orders.

3. On February 27, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Workweeks for each Class Member (“Class Data”) during the Class Period. The final mailing list contained eighty (80) individuals identified as Settlement Class Members.

1 4. On March 10, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class data 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.

5 5. On March 10, 2025, Phoenix mailed the Notice, in English, to all eighty (80) Class
6 Members on the Class Data. A true and correct copy of the Notice mailed is attached hereto as
7 **Exhibit A.**

8 6. As of the date of this declaration, zero (0) Notices were returned to Phoenix, and
9 accordingly, zero (0) are considered undeliverable.

10 7. As of the date of this declaration, Phoenix has received zero (0) Requests for
11 Exclusion from Settlement Class Members. The deadline to request exclusion from the Notice was
12 April 9, 2025.

13 8. As of the date of this declaration, Phoenix has received zero (0) Notice of Objection
14 from Settlement Class Members. The deadline for objecting to the Notice was April 9, 2025.

15 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
16 from Settlement Class Members. The deadline for submitting a dispute was April 9, 2025.

17 10. There are eighty (80) Class Members who did not submit timely and valid Requests
18 for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class.
19 Settlement Class Members have worked a collective total of seven thousand four hundred thirty-
20 eight (7,438) Workweeks during the Class Period. Each Workweek is valued at approximately
21 \$31.01.

22 11. The Escalator Clause of the Settlement Agreement indicates if the total number of
23 Workweeks during the Class Period exceeds 7,120 by more than 10% (*i.e.* if there are more than
24 7,832 Workweeks), then the Settlement Amount shall increase by \$63.20 for each additional
25 Workweek above 7,832. Because the total number of Workweeks was 7,438, the Settlement
26 Amount did not increase.

27 12. The Net Settlement Amount of \$230,689.29 available to pay Settlement Class
28 Members was determined by subtracting the requested Class Attorney Fees (\$150,000.00), and

1 Expenses (\$22,310.71), requested Class Representative Service Payment to Plaintiff (\$10,000.00),
2 PAGA Penalty Fund (\$30,000.00), and the requested Administration Costs (\$7,000.00) from the
3 Settlement Amount (\$450,000.00).

4 13. Based upon the calculations stipulated in the Notice, the highest Individual Class
5 Payment to be paid is approximately \$8,498.10, the lowest Individual Class Payment to be paid is
6 approximately \$31.01, while the average Individual Class Payment to be paid is approximately
7 \$2,883.62. Settlement Class Members will be issued payment of their Individual Class Payment
8 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
9 portion of the Settlement Amount.

10 14. Additionally, \$30,000.00 of the Settlement Amount has been allocated toward
11 penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or
12 \$22,500.00 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
13 or \$7,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
14 are or were employed by Defendant during the PAGA Period. There are sixty-four (64) Aggrieved
15 Employees who worked a total of two thousand one hundred forty-one (2,141) Pay Periods during
16 the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$220.69, and
17 the average Individual PAGA Payment to be paid is approximately \$117.19.

18 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
19 due separately and apart from the Settlement Amount.

20 16. Phoenix's costs associated with the administration of this matter are \$7,000.00. This
21 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
22 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

23 17. Pursuant to the Agreement, Defendant was to deposit 50%, or \$225,000.00, of the
24 Gross Settlement Amount, plus 50% of the approximated employer-side taxes (estimated at
25 \$3,333.46), into the QSF by June 15, 2025. On June 24, 2025, Phoenix provided Defendant with
26 wire instructions, and Defendant deposited the total amount of \$228,333.46 (\$225,000.00 +
27 \$3,333.46) into the QSF on June 25, 2025.

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1 I declare under penalty of perjury of the laws of the State of California that the foregoing is
2 true and correct.

3 Executed on July 21, 2025, at Orange, California.

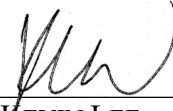
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Exhibit A

COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Ana Ortega v. Aggressive Transport Ltd-USA

(Stanislaus County Superior Court Case No. CV-23-003207)

***The Stanislaus County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Aggressive Transport Ltd-USA (“Aggressive Transport”) for alleged violations of the California Labor Code.

The Action was filed by Ana Ortega (“Plaintiff” or “Class Representative”) and seeks payment of (1) unpaid wages and unreimbursed business expenses, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of California resident truck drivers employed by Aggressive Transport and who drove in California (“Class Members”) at any time during the Class Period (which is June 8, 2019, through October 25, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all California resident truck drivers employed by Aggressive Transport and who drove in California at any time during the PAGA Period (which is June 8, 2022, to October 25, 2024) (“Aggrieved Employees”). (Plaintiff and Defendant shall be collectively referred to as the “Parties.”)

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

«First_Name» «Last_Name» || «PSA_ID»

Two Parts	Weeks Worked	Your Estimated Share
Class Member	«Total_Weeks» (During Class Period)	«ESA_Before_Paga» (Individual Class Payment)
Aggrieved Employee	«PAGA_Pay_Periods» (During PAGA Period)	«PAGA_Amount» (Individual PAGA Payment)

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe that you worked more weeks during the periods discussed above, you can submit a challenge by **April 9, 2025 (“Response Deadline”)**. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant Aggressive Transport during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “optout” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by April 9, 2025 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.

**Questions? Please call the Settlement Administrator Toll Free at: (800) 523-5773
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OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by April 9, 2025 . (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to submit a Dispute). Aggressive Transport's records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED

DATE: AUGUST 21, 2025 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See Section 8 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Aggressive Transport. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse business expenses, failure to timely pay wages each period and upon separation of employment, failure to provide accurate itemized wage statements, and practicing unfair and unlawful competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for Class Counsel's contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement"), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$450,000 as the "Settlement Amount." Defendant has agreed to pay a total Settlement Amount of \$450,000 and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, North Bay will fund the Settlement in two installments, with the final payment in December 2026, assuming that no Class Member objects or intervenes in the Settlement, which will delay payments until after the deadline to file an appeal or an appeal is resolve.

2. Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount (\$150,000.00) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. \$7,000 to the Settlement Administrator for services administering the Settlement.

D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA

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Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their number of Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties (defined below) entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective representatives, agents, heirs, and assigns, release the Released Parties (which includes Defendant and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing) from all claims stated in the Complaint and those based solely upon the facts in the complaint, including: (a) failure to pay minimum wages, (b) failure to pay nonproductive time under Labor Code 226.2, (c) failure to reimburse business expenses; (d) failure to failure to timely pay wages upon separation of employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful competition, and (h) all other claims for statutory penalties based on the facts or claims alleged in the Complaint (“Released Class Claims”). The time period governing the Released Class Claims shall be the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff on behalf of herself, the State of California and the LWDA shall release the Released Parties (which includes Defendant and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing) of all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and in the LWDA notice letter, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) pay nonproductive time under Labor Code § 226.2, (c) failure to reimburse business expenses, (d) failure to timely pay wages (§204)(e) failure to failure to timely pay wages each period and upon separation of employment, (f) failure to provide accurate itemized wage statements, and (g) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the Complaint (“Released PAGA Claims”).

Questions? Please call the Settlement Administrator Toll Free at: (800) 523-5773

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The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **April 9, 2025**, ("Response Deadline") to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Weeks Worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment, and will be issued in approximately December 2026.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement in approximately December 2026.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a "Request for Exclusion" letter/card postmarked no later than **April 9, 2025**, with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE AGGRESSIVE TRANSPORT LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal, or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by April 9, 2025 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is April 9, 2025, (the "Response Deadline").**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant Aggressive Transport, in addition to the case name and number (*Ortega v. Aggressive Transport*

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Ltd-USA, Case No. CV-23-003207), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before **April 9, 2025**. Class Members who object in writing to the proposed Settlement are not required to attend the Final Approval Hearing.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On **August 21, 2025, at 8:30 a.m.**, the Court will hold a public hearing in Department 21 of the Superior Court for the State of California, County of Stanislaus, 801 10th Street, Modesto, CA 95354, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on January 21, 2025 and available to be inspected at any time during regular business hours at the Office of the Clerk, Stanislaus County Superior Court, located at 801 10th Street Modesto, CA 95354.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Section 9 of the Notice has the Administrator's contact information.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	80
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	80
Subtotal Admin Only	\$7,121.10

TOTAL COSTS	\$7,000.00
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Fixed Fee

July 21, 2025

Case: Ortega v. Aggressive Transport LTD-USA

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	8	\$16.00
NCOA (USPS)	\$0.50	80	\$40.00
Total			\$596.00

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.35	80	\$28.00
Notice Packet & Opt-Out Form	\$1.25	80	\$100.00
Postage (up to 1 oz.)	\$0.87	80	\$69.60
Static Website	\$250.00	1	\$250.00
Total			\$762.60

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$1.00	0	\$0.00
Remail Notice Packets	\$1.25	0	\$0.00
Postage	\$0.60	0	\$0.00
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$105.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$115.00	3	\$345.00
Disbursement Review	\$115.00	3	\$345.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	80	\$80.00
Estimated Postage Checks, W2 and 1099	\$0.50	80	\$40.00
Total			\$1,525.00

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

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	15	\$22.50
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	5	\$750.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,212.50

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

Total: \$7,121.10