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8                   **UNITED STATES DISTRICT COURT**  
9                   **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
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11 GERARDO ORTEGA, AND MICHAEL  
12 D. PATTON, individually and on behalf of  
themselves, all others similarly situated,  
13 and the general public,

14                   Plaintiffs,

15 v.

16 J. B. HUNT TRANSPORT, INC., an  
17 Arkansas corporation; and DOES 1 to 100,  
inclusive,

18                   Defendants.

19                   Case No.: 07-CV-08336-RGK-AFM

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21                   **DECLARATION OF EMILIO**  
22                   **COFINCO REGARDING CLASS**  
23                   **NOTIFICATION AND CLAIMS**  
24                   **ADMINISTRATION**

1                   DECLARATION OF EMILIO COFINCO

2 I, Emilio Cofinco, hereby declare:

3         1. I am employed as a case manager by CPT Group, Inc. (“CPT”), the Court-  
4 approved class action settlement administrator, for the *Ortega, et al. v. J.B. Hunt Transport,*  
5 *Inc.* settlement. As the case manager for this settlement, I have personal knowledge of the  
6 information provided herein, and if called as a witness, I could and would accurately testify  
7 thereto. I make this declaration in support of Plaintiffs’ Motion for Final Approval of Class  
8 Action Settlement.

9         2. CPT has extensive experience in providing notice of class actions and  
10 administering class action settlements. For over 30 years, CPT has provided notification  
11 and/or claims administration services in thousands of class action cases. Pursuant to the  
12 Settlement Agreement for this matter, CPT was responsible for (i) printing and mailing to  
13 Settlement Class Members the *Notice of Class Action Settlement* in English and Spanish  
14 and printing and mailing to Settlement Class Members who had previously Opted Out of  
15 a case entitled *Gerardo Ortega, et al. v. J.B. Hunt Transport, Inc.*, Case No. 2:07-cv-  
16 08336-RGK (AFMx), the *Notice of Class Action Settlement* and a *Supplemental Letter* in  
17 English and Spanish (hereinafter together referred to as the “Notice Packet”); (ii)  
18 calculating Settlement Class Members’ individual settlement awards; (iii) performing  
19 National Change of Address (“NCOA”) searches; (iv) performing skip traces using  
20 Accurint to obtain updated and forwarding addresses; (v) receiving and logging  
21 undeliverable Notice Packets; (vi) receiving and processing completed opt-out requests;  
22 (vii) resolving Settlement Class Members’ disputes regarding work weeks during the  
23 Settlement Period; (viii) providing Class Counsel and counsel for Defendants with updates  
24 on the status of opt-outs and objections; (ix) handling inquiries from Settlement Class  
25 Members; (x) completing all necessary tax payments and reporting; and (xi) performing  
26 such other tasks as the Parties mutually agree or as the Court orders.

27         3. The Settlement Administrator was also charged with establishing and  
28 maintaining a case website where Class Members may access relevant documentation

1 (www.cptgroup.com/jbhuntsettlement) as well as the Settlement Agreement and Order  
2 Granting Preliminary Approval. Attached hereto as Exhibit "A" is a screen shot of the  
3 webpage.

4       4. As required by the Settlement Agreement, the Settlement Administrator  
5 established and maintained a toll-free case hotline through which Class Members could  
6 speak to case representatives regarding case-specific questions.

7       5. CPT received the Court-approved text for the Notice Packet from Class  
8 Counsel on November 29, 2018, and December 10, 2018.

9       6. CPT finalized a 6-page *Notice of Class Action Settlement* in English and  
10 Spanish and a 1-page *Supplemental Letter* in English and Spanish. CPT received written  
11 approval from all parties and a sufficient number were printed to mail to all Settlement  
12 Class Members. Attached hereto as Exhibit "B" is a true and correct copy of the Notice  
13 Packet.

14       7. On November 30, 2018, counsel for Defendants provided CPT with a list of  
15 Settlement Class Members ("Class List"). The Class List included (a) names; (b) last-  
16 known mailing addresses from J.B. Hunt's records; (c) Social Security numbers; (d) hire  
17 dates of record from J.B. Hunt's records and termination dates if applicable; and (e)  
18 Participating Settlement Class Member Work Weeks. Counsel for Defendants provided  
19 updates to certain information in the Class List on December 4, 2018, December 10, 2018,  
20 and December 18, 2018. The final Class List contained 12,141 Settlement Class Members.

21       8. On December 12, 2018, CPT conducted a National Change of Address  
22 (NCOA) search in an attempt to update the Settlement Class Members' addresses as  
23 accurately as possible. A search of this database provides updated addresses for any  
24 individual who has moved in the previous four years and has notified the U.S. Postal  
25 Service of his or her change of address. As a result of the NCOA search, CPT was able to  
26 locate 1,149 new addresses.

27       9. The Notice Packets were enclosed in envelopes with the individual  
28 Settlement Class Member's name and last-known address visible through the envelope

1 window. On December 12, 2018, the Notice Packets were mailed via U.S. first class mail  
2 to all 12,141 Settlement Class Members. The deadline for Settlement Class Members to  
3 submit a dispute, request for exclusion, or objection to the settlement was January 11, 2019.

4 10. As of the date of this declaration, 1,748 Notice Packets have been returned  
5 to our office by the Post Office, for which 20 new addresses were provided by the Post  
6 Office and re-mailed. For the remaining 1,728 Notice Packets, CPT performed a skip-trace  
7 to locate a better address using Accurint, one of the most comprehensive address databases  
8 available. Accurint utilizes hundreds of different databases supplied by credit reporting  
9 agencies, public records and a variety of other national databases.

10 11. As a result of either a skip trace, request from counsel or the Settlement Class  
11 Member, a total of 1,648 Notice Packets have been re-mailed to date. Additionally, 82  
12 Notice Packets had a forwarding address, which were re-mailed by the Post Office.  
13 Ultimately, there are 135 Notice Packets undeliverable with no forwarding address, where  
14 no new addresses could be found through skip trace.

15 12. As of the date of this declaration, CPT has not received any objections to the  
16 settlement.

17 13. As of the date of this declaration, CPT has received 3 disputes. For one of  
18 the disputes, Defense counsel confirmed that Defendants' records are accurate. Therefore,  
19 the dispute was denied. For the remaining 2 disputes, the Settlement Class Members did  
20 not state the number of disputed workweeks or provide supporting documentation. CPT  
21 sent a deficient notice to the Settlement Class Members on January 9, 2019 with a response  
22 required by January 23, 2019.

23 14. As of the date of this declaration, CPT has received 9 requests for exclusion  
24 from the settlement.

25 15. As of the date of this declaration, the Settlement Administrator has received  
26 368 calls to the toll-free hotline established for the case, from class members with various  
27 questions about the settlement.

28 16. As of the date of this declaration, the case specific website created for this

1 settlement by the Settlement Administrator has been active since the date of the original  
2 mailing of the Notice. Since this settlement is what is referred to as a “no claims  
3 settlement”, the website is a static website since no interactive claims activity is involved.  
4 Thus, it does not track “hits” to the website. As noted above, however, various case  
5 documents, including the entire fee, cost and incentive motion, including all exhibits and  
6 declarations accompanying that motion, have been posted as required by the Settlement.  
7 On December 28, 2018, at the request of Class Counsel, the Settlement Administrator  
8 posted to the case website a full and complete copy of the entire motion for fees, costs and  
9 incentive awards, including all declarations and exhibits filed therewith. Said motion has  
10 been available for viewing by any Class Member since it was posted.

11       17. As of the date of this declaration, CPT will report a total of 12,132  
12 participating Settlement Class Members will be sent an individual settlement payment,  
13 which represents 99.93% participation rate. The highest individual gross settlement  
14 payment is approximately \$11,929.04 and the average individual gross settlement payment  
15 is approximately \$1,236.40. After deductions of the PAGA Payment to the California  
16 Labor & Workforce Development Agency (“LWDA”), all Administrative Costs, and the  
17 Attorneys’ Fees and Costs and Service Awards as approved by the Court, the highest  
18 individual net settlement payment is approximately \$7,166.97 and the average individual  
19 net settlement payment is approximately \$742.83.

20       18. CPT’s charge for services rendered to perform its duties and responsibilities  
21 pursuant to the terms of the settlement is \$83,000.00. This includes all costs incurred to  
22 date, as well as estimated costs for completing the administration and disbursement of the  
23 settlement. Attached hereto as Exhibit “C” is the itemization of the costs for settlement  
24 administration.

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1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct. Executed on January 17, 2019 at Irvine, California.

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# EXHIBIT “A”

Ortega et al. v. J.B. Hunt X + V

www.cptgroup.com/jbhuntsettlement/ Back

## Ortega et al. v. J.B. Hunt Transport, Inc.

Case No. 2:07-cv-08336-RGK (AFMx)

United States District Court Central District of California Western Division

Questions, please call [1-888-906-3520](tel:1-888-906-3520)

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### Important Documents

Class Action Settlement and Release

Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement

Plaintiffs' Motion for Fees, Costs, Incentive Awards

Declaration of Stanley D. Saltzman (with exhibits)

Declaration of Paul T. Cullen (with exhibits)

Declaration of Marcus J. Bradley (with exhibit)

Declaration of Gerardo Ortega

Declaration of Michael Patton

Proposed Order

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### Important Dates

**Opt Out Deadline:** 1/11/2019

**Dispute Deadline:** 1/11/2019

**Objection Deadline:** 1/11/2019

**Final Settlement Approval Hearing:** 2/11/2019 at 9:00 a.m.

# EXHIBIT “B”

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**NOTICE OF CLASS ACTION SETTLEMENT**

PLEASE READ CAREFULLY AS  
THIS NOTICE MAY AFFECT YOUR RIGHTS

CPT ID: «ID»   
«EmployeeName»  
«Address1» «Address2»  
«City», «State» «Zip»  
«IMBarCode»

GERARDO ORTEGA and MICHAEL D.  
PATTON, individually and on behalf of themselves,  
all other others similarly situated, and the general  
public,

Plaintiffs,  
vs.

J.B. HUNT TRANSPORT, INC., an Arkansas  
Corporation, and DOES 1-100, inclusive,

Defendant.

CASE NO.: 2:07-cv-08336-RGK (AFMx)  
JUDGE: Honorable R. Gary Klausner  
COURTROOM: 850

**NOTICE OF CLASS ACTION  
SETTLEMENT**

**I. WHY DID I GET THIS NOTICE?**

This notice explains that a settlement has been reached in the case entitled *Gerardo Ortega, et al. v. J.B. Hunt Transport, Inc.*, Case No. 2:07-cv-08336-RGK (AFMx) (the “Lawsuit”). You are receiving this notice because the records of J.B. Hunt Transport, Inc. (“J.B. Hunt”) indicate that you are a member of the proposed “Settlement Class” of employees included in the Lawsuit, because you are a current or former J.B. Hunt employee who worked as a California-based local or regional intermodal or local or regional Dedicated Contract Services driver at some point during the time period of November 19, 2003 to December 8, 2018. As a member of the proposed Settlement Class, you are eligible to receive a portion of the settlement amount.

This is not a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all Settlement Class members, for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with J.B. Hunt in any way whatsoever.

The Court has ordered that this notice be sent to you because J.B. Hunt’s records indicate that you are a member of the Settlement Class. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuit. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

## II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

Plaintiffs Gerardo Ortega, Michael D. Patton, and Alfredo Salvatierra commenced the Lawsuit by filing a complaint against Defendant J.B. Hunt in *Gerardo Ortega, Alfredo Salvatierra, and Michael D. Patton v. J.B. Hunt Transport, Inc.*, Case No. BC 380997, Los Angeles County Superior Court, on November 19, 2007, which J.B. Hunt removed under the Class Actions Fairness Act to the Central District of California on December 27, 2007.

Plaintiffs subsequently amended their complaint to remove Mr. Salvatierra as a named plaintiff (“First Amended Complaint”) on November 17, 2008. Plaintiffs further amended their First Amended Complaint on October 1, 2018 (“Second Amended Complaint”).

Plaintiffs allege the following claims: (1) violations of Labor Code sections 226.7 and 512, and section 11 of the Industrial Welfare Commission (IWC) Wage Orders (failure to provide a meal period); (2) violations of Labor Code sections 226.7 and 512, and section 12 of the IWC Wage Orders (failure to provide a rest period); (3) violations of Labor Code section 226 (failure to provide accurate wage statements); (4) violations of Labor Code section 1194 (failure to pay California minimum wage); (5) violations of Labor Code sections 221 to 223 (failure to pay wages at the agreed rate); (6) violations of Labor Code section 203 (failure to pay wages due upon termination of employment); (7) violations of the Business and Professions Code, section 17200 et seq.; and (8) violations of the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698 et seq.

Plaintiffs moved for class certification of the claims asserted in the First Amended Complaint on March 16, 2009. On May 18, 2009, the district court granted Plaintiffs’ motion for class certification and certified a class consisting of “all of Defendant’s California-based, local and regional intermodal and local and regional [Dedicated Contract Services] DCS drivers who worked for Defendant in the four years prior to the filing of the original complaint in this action and/or through to the time of trial in this case.” At the same time it certified the class, the district court stayed the Lawsuit pending the decision in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012), which related to California’s meal break laws. Three years later, *Brinker* was decided and the stay lifted, at which point J.B. Hunt moved to decertify the class. The district court denied J.B. Hunt’s motion to decertify on December 18, 2012.

On October 2, 2013, the district court granted J.B. Hunt’s motion for judgment on the pleadings to dismiss Plaintiffs’ meal and rest break claims from the Lawsuit. Subsequently, on June 4, 2014, the district court granted J.B. Hunt’s motion for summary judgment and dismissed all remaining claims. Plaintiffs appealed the district court’s orders to the Ninth Circuit, which ultimately vacated the district court’s orders and remanded the Lawsuit to the district court. While the appeal was pending in the Ninth Circuit, the Lawsuit was stayed in the district court. J.B. Hunt filed a petition for a writ of certiorari with the United States Supreme Court on February 5, 2018, which was denied on June 4, 2018.

On April 30, 2018, notice of the district court’s May 18, 2009 order granting certification was disseminated to the putative class members.

On June 11, 2018, Plaintiffs filed a renewed motion for partial summary judgment, which the district court granted in part and denied in part on July 23, 2018. J.B. Hunt filed a motion for partial summary judgment and a motion for decertification on July 2, 2018. The district court granted in part and denied in part J.B. Hunt’s motion for partial summary judgment on August 8, 2018. In addition, on August 8, 2018, the district court granted J.B. Hunt’s motion for decertification.

J.B. Hunt contends that it has complied with all applicable state and federal laws, and J.B. Hunt continues to deny each and all of the claims in the Lawsuit.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and J.B. Hunt have

negotiated a settlement whereby J.B. Hunt has agreed to pay \$15,000,000.00 to resolve the matter, and Settlement Class Members will be eligible to receive a portion of this amount. This Settlement is not an admission by J.B. Hunt of any liability.

### **III. WHO IS INCLUDED IN THIS CLASS ACTION LAWSUIT?**

The proposed Settlement Class is defined to include the following individuals:

All California-based, local and regional intermodal and local and regional Dedicated Contract Services (DCS) drivers employed by J.B. Hunt Transport, Inc. at any time between November 19, 2003 and December 8, 2018.

### **IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?**

Under the terms of the parties' proposed settlement, the following will occur if the Settlement is given final approval by the Court:

**A.** J.B. Hunt will pay Fifteen Million Dollars (\$15,000,000.00) to settle the claims of all Settlement Class Members.

**B.** A claims administrator has been appointed by the Court to administer the Settlement. The claims administrator will pay from the \$15,000,000.00: (1) Plaintiffs' costs of litigation, up to the amount of \$500,000.00; (2) The expenses of administering the Settlement, estimated at approximately \$80,000.00; (3) Plaintiffs' counsel's attorneys' fees, up to \$5,000,000.00; (4) A service award of \$15,000.00 to each Plaintiff; and (5) \$375,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$500,000.00 allocated to the settlement of Plaintiffs' claim for penalties under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*) ("PAGA"). The remainder of the \$15,000,000.00, currently estimated to be at least \$9,015,000.00, will be available to be distributed to all Settlement Class Members; this amount is called the Net Settlement Fund ("NSF").

**C.** The amount stated above to be distributed to the Settlement Class Members will be divided among all Settlement Class Members as follows. After the amounts described in paragraph IV.B, above, are deducted, the resulting NSF will be divided by the total number of "qualified weeks" worked by all Settlement Class Members during the Class Period, to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Settlement Class Member was employed by J.B. Hunt in California as a local or regional intermodal or local or regional DCS driver during the time period November 19, 2003 through December 8, 2018 (the "Class Period"). You will be eligible to receive a Settlement payment tied to the total number of qualified weeks you worked for J.B. Hunt during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings, unless you choose to opt out of (*i.e.*, not participate in) the Settlement. The Parties estimate that for each year of employment, a Settlement Class Member employed as a local or regional intermodal or local or regional DCS driver will be entitled to receive approximately \$800, prior to the deductions referenced in Section IV.B. Therefore, for example, one year would be around \$800, five years would be around \$4,000, and ten years would be around \$8,000, before the case deductions described above. These are estimates, only.

**D.** If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release J.B. Hunt and all of J.B. Hunt's past and present successors, subsidiaries, parents, holding companies, sister and affiliated companies, divisions and other related entities, as well as the successors, predecessors, shareholders, subsidiaries, investors, parent, sister and affiliated companies, officers, directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives of each of them, both individually and in their official capacities, past or present, as well as all persons acting by, through, under or in concert with any of these persons or entities (the "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs,

expenses, attorneys' fees, damages, liquidated damages, action or causes of action whatever kind or nature, whether known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, contingent or accrued, as long as they arise out of the causes of action alleged in the Action, as well as any claim that arises out of the factual allegations alleged in the Action against J.B. Hunt or the Released Parties or any of them, under any state, municipal or federal statute, ordinance, regulation, order, common law or equity, including and not limited to J.B. Hunt's provision of meal or rest breaks or alleged failure to provide meal or rest breaks, J.B. Hunt's alleged failure to pay all wages, and J.B. Hunt's provision of wage statements, including but not limited to claims under California Labor Code sections 201, 203, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.7, 512, 558, 1194, 1197, 1182, California Code of Civil Procedure sections 1021.5, 3287(b), and 3289, California Business & Professions Code section 17200 et. seq., California's Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. (including, but not limited to, section 2699), IWC Wage Order 9-2001 (including, but not limited to, sections 4, 7, 11, 12), and any related claims for compensatory, consequential, punitive or exemplary damages, statutory damages, declaratory relief, injunctive relief, penalties, interest (whether pre- or post-judgment), disbursements, and/or attorneys' fees and costs (the "Released Class Claims"). Released Class Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Settlement Class arising or reasonably flowing from the Complaint, First Amended Complaint, or Second Amended Complaint against J.B. Hunt and the Released Parties for the time period from the beginning of each claim's applicable statute of limitations, up to and including the date of final approval of the settlement.

## V. WHAT ARE MY OPTIONS?

**A. You may accept your share of the \$15,000,000.00 settlement and be bound by the release of all claims described above. In order to receive your Settlement award, you do not need to do anything.** Settlement awards will be paid by check after the Settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred twenty (120) days from the date on which it is mailed. After those one hundred twenty (120) days expire, the check will become void and your Settlement share will be sent to a non-interested non-profit organization to be designated by the Plaintiffs and Defendant prior to the final fairness hearing on the Settlement and subject to the Court's approval; *or*

**B. You may opt out of the Settlement, and thus not participate in it, in which case you will not receive your share of the Settlement and you will not be bound by the terms of the Settlement.** In order to express your intention to opt out, you must send a written request for exclusion, by U.S. mail, to the claims administrator, Ortega, et al. v. J.B. Hunt Transport, Inc. Settlement Administrator, c/o CPT Group, Inc., located at 50 Corporate Park, Irvine CA 92606, by no later than January 11, 2019 (30 calendar days after mailing of this Notice). In order to be considered valid, your request for exclusion **must** include: (1) the following language or substantially similar language: "I elect to opt out of the *Ortega v. J.B. Hunt Transport, Inc.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement proceeds,"; (2) your full name, address, telephone number, and last four digits of your Social Security number; and (3) your signature affixed to that statement.

**C. You may object to the settlement.** The procedures for objecting to the settlement are described below on page 5 in Section VIII of this form.

## VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

**A.** The claims administrator will calculate your share of the Settlement based upon your "qualified weeks" worked, and will issue and mail you a check.

**B.** Forty percent (40%) of your share of the Settlement award will be considered wages from which ordinary W-2 tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty percent (60%), which will be issued as 1099 “other income”. You will be given IRS tax forms for each of these amounts, if applicable. You are responsible for paying the correct amount of taxes on each portion of your share of the Settlement.

**C.** It is important for the Parties to the Lawsuit to have your current address in order to be able to send you other mailings regarding the Lawsuit. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

## **VII. HEARING ON PROPOSED SETTLEMENT**

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on February 11, 2019, at 9:00 a.m., in Courtroom 850 of the Roybal Federal Building and U.S. Courthouse, located at 255 East Temple Street, Los Angeles, CA 90012. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiffs and the Settlement Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

## **VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT**

**A.** You may object to the proposed settlement as unfair, unreasonable, and/or inadequate. You will not be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the judgment to be entered approving the settlement, unless you formally object to the settlement on or before January 11, 2019 (30 calendar days after mailing of this Notice).

**B.** To object to the Settlement, you must file a written objection, along with copies of any papers in support of your position, with the Clerk of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, CA 90012. You also must serve your objection and supporting papers on all counsel for the parties, as listed below. In your written objection, you must also verify that you are a member of the Settlement Class, and include your full name, current address and telephone number. The notice of objection must also be signed by you.

**C.** If you do not object in this manner as described, you will have given up your right to object to the Settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

**D.** If you do not make your objection in the manner provided for in this Notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the Settlement.

## **IX. EXAMINATION OF COURT PAPERS AND QUESTIONS**

This Notice summarizes the Settlement. For more detailed information, you may review Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at [www.cptgroup.com/jbhuntsettlement](http://www.cptgroup.com/jbhuntsettlement). Additionally, all papers filed in the Lawsuit, including Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, case number 2:07-cv-08336-RGK (AFMx), which is located in the office of the Clerk of the Court for the United States District Court for the Central District of California at 350 West First Street, Los Angeles, CA 90012, and is available for viewing during regular office hours (Mon. – Fri., 10:00 a.m. to 4:00 p.m.). Finally, the pleadings and all other records from this Lawsuit may also be examined by accessing the Court docket in

this case through the Court's online Public Access to Court Electronic Records (PACER) system, at <https://ecf.cacd.uscourts.gov>. There may be a fee required to review the materials via the online PACER system.

**If you have any questions, you can call the Claims Administrator at 1-888-906-3520 or any of the attorneys representing the Settlement Class (see below for Class Counsel's phone number).**

**ATTORNEYS REPRESENTING THE SETTLEMENT CLASS**

**Marlin & Saltzman, LLP**

Stanley D. Saltzman  
Adam M. Tamburelli  
29800 Agoura Road, Suite 210  
Agoura Hills, California 91301  
Tel: (818) 991-8080; Fax: (818) 991-8081  
[ssaltzman@marlinsaltzman.com](mailto:ssaltzman@marlinsaltzman.com)  
[atamburelli@marlinsaltzman.com](mailto:atamburelli@marlinsaltzman.com)

**The Cullen Law Firm, APC**

Paul T. Cullen  
19360 Rinaldi Street, #647  
Porter Ranch, California 91326  
Tel: (626) 744-9125 Fax: (626) 744-9436

**ATTORNEYS REPRESENTING J.B. HUNT TRANSPORT, INC.**

**(Not to be Contacted by Settlement Class Members)**

**Gibson, Dunn & Crutcher LLP**

Scott A. Edelman  
Diana M. Feinstein  
2029 Century Park East  
Los Angeles, California 90067

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**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE COURT, J.B. HUNT, J.B. HUNT'S CORPORATE OFFICE AND/OR MANAGERS, OR THE ATTORNEYS REPRESENTING J.B. HUNT REGARDING THIS SETTLEMENT. HOWEVER, YOU MAY ALWAYS CONTACT YOUR MANAGER OR J.B. HUNT'S HUMAN RESOURCES DEPARTMENT DIRECTLY WITH ANY QUESTIONS CONCERNING YOUR HOURS, WAGES, OR PAY GENERALLY, OR OTHER EMPLOYMENT-RELATED MATTERS, BUT YOU SHOULD NOT DISCUSS THE LAWSUIT OR SETTLEMENT WITH THEM IN ANY WAY.**

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CORTE DEL DISTRITO DE LOS ESTADOS UNIDOS  
DISTRITO CENTRAL DE CALIFORNIA

**AVISO DEL ACUERDO DE DEMANDA COLECTIVA**

POR FAVOR LÉALO CUIDADOSAMENTE YA QUE  
ESTE AVISO PUEDE AFECTAR SUS DERECHOS

CPT ID: «ID» |||||  
«EmployeeName»  
«Address1» «Address2»  
«City», «State» «Zip»  
**«IMBarCode»**

GERARDO ORTEGA y MICHAEL D. PATTON,  
individualmente y en nombre de sí mismos, todos los  
demás situados similarmente, y el público general,

Demandantes,

vs.

J.B. HUNT TRANSPORT, INC., una Corporación de  
Arkansas, y OTROS 1-100, ambos inclusivos,

Demandado.

NÚMERO DE CASO: 2:07-cv-08336-RGK (AFMx)  
JUEZ: Honorable R. Gary Klausner  
SALA DE CORTE: 850

**AVISO DEL ACUERDO DE DEMANDA  
COLECTIVA**

**I. ¿POR QUÉ RECIBÍ ESTE AVISO?**

Este aviso explica que un acuerdo ha sido alcanzado en el caso titulado *Gerardo Ortega, et al. v. J.B. Hunt Transport, Inc.*, Número de Caso 2:07-cv-08336-RGK (AFMx) (la “Demand”). Usted está recibiendo este aviso porque los registros de J.B. Hunt Transport, Inc. (“J.B. Hunt”) indican que usted es un miembro de la “Clase Propuesta del Acuerdo” de los empleados incluidos en la Demanda, porque usted es un empleado de J.B. Hunt actual o anterior que trabajó como un conductor basado en California local o regional de “intermodal” o un conductor local o regional de Dedicated Contract Services en algún momento durante el período de tiempo del 19 de noviembre del 2003 al 8 de diciembre del 2018. Como un miembro de la Clase Propuesta del Acuerdo, usted es elegible a recibir una porción de la cantidad del acuerdo.

Esto no es un aviso de una demanda en contra de usted. **Usted no está siendo demandado.** La Demanda fue presentada en nombre de todos los miembros de la Clase del Acuerdo, para su beneficio. Su participación, o no participación, en el Acuerdo no afectará su empleo con J.B. Hunt de ninguna manera.

La Corte ha ordenado que este aviso sea enviado a usted porque los registros de J.B. Hunt indican que usted es un miembro de la Clase del Acuerdo. El propósito de este aviso es para informarle del Acuerdo propuesto de la Demanda. Este aviso también tiene la intención de (i) describirle el Acuerdo, incluyendo como el dinero del Acuerdo se asignará y como el Acuerdo puede afectarlo, y (ii) informarle de sus derechos y opciones con respecto al Acuerdo.

**II. ¿DE QUÉ SE TRATA LA DEMANDA COLECTIVA?**

Los Demandantes Gerardo Ortega, Michael D. Patton y Alfredo Salvatierra comenzaron la Demanda al presentar una queja en contra del Demandado J.B. Hunt en *Gerardo Ortega, Alfredo Salvatierra, and Michael*

*D. Patton v. J.B. Hunt Transport, Inc.*, Número de Caso BC 380997, Corte Superior del Condado de Los Angeles, el 19 de noviembre del 2007, la cual J.B. Hunt removió bajo la “Class Actions Fairness Act” al Distrito Central de California el 27 de diciembre del 2007.

Posteriormente, los Demandantes enmendaron su queja para remover al Sr. Salvatierra como un demandante nombrado (“Primera Queja Enmendada”) el 17 de noviembre del 2008. Los Demandantes enmendaron además su Primera Queja Enmendada el 1 de octubre del 2018 (“Segunda Demanda Enmendada”).

Los Demandantes alegan los siguientes reclamos: (1) violaciones de las secciones 226.7 y 512 del Código Laboral y la sección 11 de las Ordenes Salariales de la Comisión de Bienestar Industrial de California (“IWC,” por sus siglas en inglés) (falta de proporcionar los períodos de comida); (2) violaciones de las secciones 226.7 y 512 del Código Laboral, y la sección 12 de las Ordenes Salariales de IWC (falta de proporcionar los períodos de descanso); (3) violaciones de la sección 226 del Código Laboral (falta de proporcionar las declaraciones salariales precisas); (4) violaciones de la sección 1194 del Código Laboral (falta de pagar el salario mínimo de California); (5) violaciones de las secciones 221 al 223 del Código Laboral (falta de pagar los salarios a la tasa acordada); (6) violaciones de la sección 203 del Código Laboral (falta de pagar los salarios debidos a la terminación de empleo); (7) violaciones de la sección 17200, et seq. del Código de Negocios y Profesiones; y (8) violaciones de la Ley del Procurador General Privado del 2004 (“PAGA,” por sus siglas en inglés) de la sección 2698 et seq. del Código Laboral de California.

Los Demandantes solicitaron para la certificación de la clase de los reclamos afirmados en la Primera Queja Enmendada el 16 de marzo del 2009. El 18 de mayo del 2009, la corte del distrito concedió la petición de los Demandantes para la certificación de la clase y certificó una clase que consiste de “todos los conductores de los Demandados basados en California locales o regionales de “intermodal” y conductores locales o regionales de Dedicated Contract Services (“DCS,” por sus siglas en inglés) que trabajaron para el Demandado en los cuatro años antes de que se presentará al queja original en esta demanda y/o hasta el momento del juicio en este caso.” Al mismo tiempo se certificó la clase, la corte del distrito suspendió la Demanda en espera de la decisión en *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012), que se relaciona a las leyes de los períodos de comida de California. Tres años después, *Brinker* se decidió y se retiró la suspensión, en cual momento J.B. Hunt pidió que no se certificará la clase. La corte el distrito negó la petición de J.B. Hunt de descertificar el 18 de diciembre del 2012.

El 2 de octubre del 2013, la corte del distrito concedió la petición de J.B. Hunt para una sentencia sobre los alegatos de despedir los reclamos de los períodos de comida y de descanso de los Demandantes de la Demanda. Posteriormente, el 4 de junio del 2014, la corte del distrito concedió la petición de J.B. Hunt para una sentencia resumida y suspendió todos los reclamos que permanecían. Los Demandantes apelaron las órdenes de la corte del distrito al Noveno Circuito, que finalmente dejó vacantes las órdenes de la corte del distrito y remitieron la Demanda a la corte del distrito. Mientras la apelación estaba pendiente en el Noveno Circuito, la Demanda fue suspendida en la corte del distrito. J.B. Hunt presentó una petición de una orden de certificación ante la Corte Suprema de los Estados Unidos el 5 de febrero del 2018, que fue denegada el 4 de junio del 2018.

El 30 de abril del 2018, un aviso de la orden del 18 de mayo del 2009 de la corte del distrito concediendo la certificación se distribuyó a los miembros de la clase putativos.

El 11 de junio del 2018, los Demandantes presentaron una petición renovada de juicio sumario parcial, que la corte del distrito otorgó en parte y denegó en parte el 23 de julio del 2018. J.B. Hunt presentó una petición para un juicio sumario parcial y una petición de descertificación el 2 de julio del 2018. La corte del distrito concedió en parte y denegó en parte la petición de J.B. Hunt del juicio sumario parcial el 8 de agosto del 2018. Además, el 8 de agosto del 2018, la corte del distrito concedió la petición de J.B. Hunt de la descertificación.

J.B. Hunt sostiene que ha cumplido con todas las leyes aplicables estatales y federales, y J.B. Hunt continúa negando todos y cada uno de los reclamos en la Demanda.

Para el propósito de evitar el tiempo y gasto de un litigio continuo, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable de esta disputa legal, los Demandantes y J.B. Hunt han negociado un acuerdo donde J.B. Hunt ha acordado pagar \$15,000,000.00 para resolver el asunto, y los Miembros de la

Clase del Acuerdo serán elegibles a recibir una porción de esta cantidad. Este Acuerdo no es una admisión por parte de J.B. Hunt de cualquier responsabilidad.

### **III. ¿QUIÉN ESTÁ INCLUIDO EN ESTA DEMANDA COLECTIVA?**

La Clase Propuesta del Acuerdo se define para incluir a las siguientes personas:

Todos los conductores basados en California locales o regionales de “intermodal” o conductores locales o regionales de Dedicated Contract Services (“DCS,” por sus siglas en inglés) empleados por J.B. Hunt Transport, Inc. en cualquier momento entre el 19 de noviembre del 2003 y el 8 de diciembre del 2018.

### **IV. ¿QUÉ OFRECE EL ACUERDO PROPUESTO?**

Bajo los términos del acuerdo propuesto de las partes, lo siguiente ocurrirá si el Acuerdo es concedido la aprobación final de la Corte:

**A.** J.B. Hunt pagará Quince Millones de Dólares (\$15,000,000.00) para resolver los reclamos de todos los Miembros de la Clase del Acuerdo.

**B.** Un administrador de reclamos ha sido asignado por la Corte para administrar el Acuerdo. El administrador de reclamos pagará de los \$15,000,000.00: (1) los costos de litigio de los Demandantes, hasta la cantidad de \$500,000.00; (2) Los gastos de administrar el Acuerdo, estimados a ser aproximadamente de \$80,000.00; (3) Los honorarios de abogados de los abogados de la clase de los Demandantes, hasta \$5,000,000.00; (4) Una adjudicación de servicio de \$15,000.00 a cada Demandante; y (5) \$375,000.00 a la Agencia del Trabajo y Desarrollo de Fuerza Laboral de California, que representa el 75% de los \$500,000.00 asignados al acuerdo del reclamo de los Demandantes de las sanciones bajo la Ley del Procurador General Privado del 2004 (las secciones 2698, *et seq.* del Código Laboral de California) (“PAGA”). Lo que resta de los \$15,000,000.00, que actualmente se estiman a ser de por lo menos \$9,015,000.00, estarán disponibles para ser distribuidos a todos los Miembros de la Clase del Acuerdo; esta cantidad se llama el Fondo Neto del Acuerdo (“NSF,” por sus siglas en inglés).

**C.** La cantidad que se menciona arriba se distribuirá a los Miembros de la Clase del Acuerdo se dividirá entre todos los Miembros de la Clase del Acuerdo como sigue. Después de que las cantidades descritas arriba en el párrafo IV.B, sean deducidas, el NSF que resulta se dividirá por el número total de “semanas calificadas” trabajadas por todos los Miembros de la Clase del Acuerdo durante el Período de la Clase, para producir un “Valor del Acuerdo Semanal.” Una “semana calificada” es cualquier semana en la cual un Miembro de la Clase del Acuerdo fue empleado por J.B. Hunt en California como un conductor local o regional “intermodal” o un conductor de DCS local o regional durante el período de tiempo del 19 de noviembre del 2003 hasta el 8 de diciembre del 2018 (el “Período de la Clase”). Usted será elegible a recibir un pago del Acuerdo igual al número total de semanas calificadas que usted trabajó para J.B. Hunt durante el Período de la Clase multiplicado por el Valor del Acuerdo Semanal, menos las retenciones aplicables, a menos de que decida optar por salir (*es decir*, no participar en) del Acuerdo. Las Partes estiman que, por cada año de empleo, un Miembro de la Clase del Acuerdo empleado como un conductor local o regional “intermodal” o un conductor de DCS local o regional tendrá derecho a recibir aproximadamente \$800, antes de las deducciones que se mencionan en la Sección IV.B. Por lo tanto, por ejemplo, un año sería alrededor de \$800, cinco años serían alrededor de \$4,000, y diez años serían alrededor de \$8,000, antes de las deducciones del caso descritas arriba. Estas solamente son estimaciones.

**D.** Si la Corte concede la aprobación final de la resolución del acuerdo y usted no opta por salir del acuerdo, entonces usted liberará a J.B. Hunt y todos los pasados y presentes sucesores, subsidiarias, matrices, empresas controladoras, compañías hermanas y afiliadas, divisiones y otras entidades relacionadas de J.B. Hunt, así como los sucesores, predecesores, accionistas, subsidiarias, inversionistas, matrices, compañías hermanas y afiliadas, funcionarios, directores, socios, asignados, agentes, empleados, principales, herederos, administradores, abogados, vendedores, contadores, auditores, asesores, fiduciarios, aseguradores, reaseguradores, planes de beneficio de los empleados, y los representantes de cada uno de ellos, ambos individualmente y en sus capacidades oficiales, pasados y presentes, así como todas las personas mediante, a

través de, bajo o en conjunto con cualquiera de esas personas o entidades (las “Partes Liberadas”), de cualquiera y todos los reclamos, deudas, responsabilidades, demandas, obligaciones, garantías, sanciones, costos, gastos, honorarios de abogados, daños, daños liquidados, acciones o causas de acción de cualquier tipo o naturaleza, ya sean conocidos o desconocidos, existentes o potenciales, reconocidos ahora o de aquí en adelante, esperados o inesperados, contingentes o acumulados, siempre y cuando ellos surjan de las causas de acción alegadas en la Demanda, así como cualquier reclamo fuera de las alegaciones de hecho alegadas en la Demanda en contra de J.B. Hunt o las Partes Liberadas o cualquiera de ellos, bajo cualquier estatuto estatal, municipal o federal, ordenanza, regulación, orden, ley común o equidad, incluyendo y no limitado a la disposición de J.B. Hunt de los períodos de comida y de descanso o la supuesta falta de proporcionar los períodos de comida o de descanso. La supuesta falta de J.B. Hunt de pagar todos los salarios, y la disposición de J.B. Hunt de las declaraciones salariales, incluyendo pero no limitado a los reclamos bajo las secciones 201, 203, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.7, 512, 558, 1194, 1197, 1182 del Código Laboral de California, las secciones 1021.5, 3287(b), y 3289 del Código de Procedimiento Civil de California, la sección 17200 et seq. del Código de Negocios y Profesiones de California, la Ley del Procurador General Privado del 2004 del Código Laboral de California, la sección 2698 et seq. del Código Laboral de California (incluyendo, pero no limitado a, la sección 2699), la Orden Salarial 9-2001 de la IWC (incluyendo, pero no limitado a, las secciones 4, 7, 11, 12), y cualquiera de los reclamos relacionados de los daños compensatorios, consecuentes, punitivos o ejemplares, daños estatutarios, compensación declaratoria, medidas cautelares, sanciones, interés (si antes o después de la sentencia), distribuciones, y/o los honorarios y costos de los abogados (los “Reclamos de la Clase Liberados”). Los Reclamos de la Clase Liberados incluyen todos los daños compensatorios, consecuentes, incidentales, liquidados, punitivos y ejemplares reclamados o no reclamados, restitución, interés, costos y honorarios, medidas cautelares o equitativas, y cualquier otra compensación disponible en la ley o equidad supuestamente debidas o disponibles a la Clase del Acuerdo surgiendo o resultando razonablemente de la Queja, de la Primera Queja Enmendada, o de la Segunda Queja Enmendada en contra de J.B. Hunt y las Partes Liberadas del período de tiempo desde el comienzo del estatuto de limitaciones aplicable de cada reclamo, hasta e incluyendo la fecha de la aprobación final del acuerdo, incluida dicha fecha.

## V. ¿CUÁLES SON MIS OPCIONES?

**A. Usted puede aceptar su parte del acuerdo de \$15,000,000.00 y estar obligado por la liberación de todos los reclamos descritos arriba. Para recibir su parte de su adjudicación del Acuerdo, usted no necesita hacer nada.** Las adjudicaciones del Acuerdo se pagarán por cheque después de que el Acuerdo sea concedido la aprobación final por la Corte. Los cheques se enviarán por correo a usted por el administrador de reclamos. Su cheque permanecerá válido y negociable por ciento veinte (120) días a partir de la fecha en la cual fue enviado por correo. Después de que se caduquen los ciento veinte (120) días, el cheque se anulará y su parte del Acuerdo se enviará a una organización sin fines de lucro que se designará por los Demandantes y el Demandado antes de la audiencia de equidad final sobre el Acuerdo y sujeto a la aprobación de la Corte; o

**B. Usted puede optar por salir del Acuerdo, y por lo tanto no participar en él, en cuyo caso usted no recibirá su parte del Acuerdo y no estará obligado por los términos del Acuerdo.** Para expresar su intención de optar por salir, usted debe enviar una solicitud escrita de exclusión, mediante el correo de los EE.UU. al administrador de reclamos, Ortega, et al. v. J.B. Hunt Transport, Inc. Settlement Administrator, c/o CPT Group, Inc, ubicado en 50 Corporate Park, Irvine CA 92606, a no más tardar el 11 de enero del 2019 (30 días naturales después del envío por correo de este Aviso). Para que sea considerada válida, su solicitud de exclusión **debe** incluir: (1) el siguiente lenguaje o un lenguaje sustancialmente similar: “Elijo optar por salir del acuerdo de demanda colectiva de *Ortega v. J.B. Hunt Transport, Inc.* Entiendo que, al hacerlo, yo seré capaz de participar en el acuerdo, y no recibiré una parte de los fondos del acuerdo.”; (2) su nombre completo, dirección, número de teléfono, y los últimos cuatro dígitos de su número de Seguro Social; y (3) su firma pegada a esa declaración.

**C. Usted puede objetar al acuerdo.** Los procedimientos para objetar al acuerdo se describen a continuación en la Sección VIII de esta forma.

## VI. ¿CUÁLES SON LOS PROCEDIMIENTOS PARA UN PAGO?

**A.** El administrador de reclamos calculará su parte del Acuerdo según sus “semanas calificadas” trabajadas, y le emitirá y le enviará por correo un cheque.

**B.** Cuarenta por ciento (40%) de su parte de la adjudicación del Acuerdo se considerará salarios de los cuales se deducirán las retenciones fiscales ordinarias de W-2. No se harán las deducciones fiscales del sesenta por ciento (60%) que resta, el cual se emitirá como 1099 “otros ingresos.” Se le darán las formas de impuestos del IRS de cada una de estas cantidades, si es aplicable. Usted es responsable de pagar la cantidad correcta de impuestos sobre cada porción de su parte del Acuerdo.

**C.** Es importante que las Partes en la Demanda tengan su dirección actual para poder enviarle otros correos con respecto a la Demanda. Debe comunicarse con el administrador de reclamos para informar cualquier cambio en su dirección después de recibir este Aviso. La falta de reportar un cambio de dirección puede resultar en que usted no reciba su parte del dinero del acuerdo.

## **VII. AUDIENCIA SOBRE EL ACUERDO PROPUESTO**

Una Audiencia de Equidad Final, en la cual la Corte decidirá si el Acuerdo propuesto es justo, razonable, y adecuado, se llevará a cabo el 11 de febrero del 2019, a las 9:00 a.m., en la Sala de Corte 850 de Roybal Federal Building y la Sala de Corte de los EE.UU, ubicada en 255 East Temple Street, Los Angeles, CA 90012. La Corte puede suspender o continuar la audiencia sin previo aviso.

No está obligado a asistir a la audiencia. Los Abogados de los Demandantes y de la Clase del Acuerdo contestarán cualquier pregunta que la Corte pueda tener. Sin embargo, usted es bienvenido a asistir la audiencia por su propia cuenta.

## **VIII. PROCEDIMIENTOS PARA OBJETAR AL ACUERDO**

**A.** Usted puede objetar al acuerdo propuesto como injusto, irrazonable y/o inadecuado. Usted no será escuchado o tendrá derecho a cuestionar la aprobación de los términos y condiciones del acuerdo propuesto, o, si es aprobado, la sentencia se dictará aprobando el acuerdo, a menos de que usted objete de manera formal al acuerdo en o antes del 11 de enero del 2019 (30 días naturales después del envío por correo de este Aviso).

**B.** Para objetar al Acuerdo, usted debe presentar una objeción escrita, junto con las copias de cualquiera de los documentos en apoyo de su posición, con el Secretario de la Corte del Distrito de los Estados Unidos para el Distrito Central de California, ubicada en 350 West First Street, Los Angeles, CA 90012. También debe entregar su objeción y los documentos de apoyo a todos los abogados de las partes, como se indica a continuación. En su objeción escrita, usted también debe verificar que usted es un miembro de la Clase del Acuerdo, e incluir su nombre completo, dirección actual y número de teléfono. El aviso de objeción también debe ser firmado por usted.

**C.** Si usted no objeta de esta manera como se describe, usted renunciará su derecho a objetar al Acuerdo. Si usted presenta una objeción, usted no necesita venir a la Corte para hablar sobre ella. Siempre y cuando usted presente su objeción escrita a tiempo, la Corte la considerará. Usted también puede pagar a su propio abogado para que comparezca en la Corte en su nombre.

**D.** Si usted no hace su objeción de la manera proporcionada en este Aviso, usted se considerará haber renunciado dicha objeción y estará para siempre prohibido de hacer alguna objeción de o apelar a la equidad, razonabilidad, o adecuación del Acuerdo.

## **IX. EXAMINACIÓN DE LOS DOCUMENTOS DE LA CORTE Y PREGUNTAS**

Este Aviso resume el Acuerdo. Para más información detallada, usted puede revisar la Petición de la Aprobación Preliminar del Acuerdo de Demanda Colectiva de los Demandantes, y todos los demás documentos y peticiones del acuerdo relacionados, que fueron publicados para su revisión en [www.cptgroup.com/jbhuntsettlement](http://www.cptgroup.com/jbhuntsettlement). Además, todos los documentos presentados en la Demanda, incluyendo la Petición de la Aprobación Preliminar del Acuerdo de Demanda Colectiva de los Demandantes y todos los documentos y peticiones del acuerdo relacionados están archivados ante el Secretario de la Corte, número de caso 2:07-cv-08336-RGK (AFMx), que está ubicado en la oficina del Secretario de la Corte para la Corte del Distrito de los Estados Unidos del Distrito Central de California en 350 West First Street, Los Angeles, CA 90012, y está disponible para su revisión durante las horas regulares de trabajo (lunes – viernes, 10:00 a.m. a las 4:00 p.m.). Finalmente, los alegatos y

todos los demás registros de esta Demanda también pueden ser examinados al acceder el expediente de la Corte en este caso a través del Sistema de Acceso Público a los Registros Electrónicos de la Corte (“PACER,” por sus siglas en inglés), en <https://ecf.cacd.uscourts.gov>. Es posible que se requiera una tarifa para revisar los materiales a través del sistema en línea de PACER.

**Si usted tiene alguna pregunta, usted puede llamar al Administrador de Reclamos al 1-888-906-3520 o cualquiera de los abogados que representan a la Clase del Acuerdo (ver a continuación para el número de teléfono de los Abogados de la Clase).**

**ABOGADOS QUE REPRESENTAN A LA CLASE DEL ACUERDO**

**Marlin & Saltzman, LLP**

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**ABOGADOS QUE REPRESENTAN A J.B. HUNT TRANSPORT, INC.**

**(No Deben Ser Contactados por los Miembros de la Clase del Acuerdo)**

**Gibson, Dunn & Crutcher LLP**

Scott A. Edelman  
Diana M. Feinstein  
2029 Century Park East  
Los Angeles, California 90067

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**POR FAVOR NO LLAME O DE OTRA MANERA INTENTE CONTACTAR A LA CORTE, A J.B. HUNT, A LA OFICINA Y/O A LOS GERENTES DE J.B. HUNT CON RESPECTO A ESTE ACUERDO. SIN EMBARGO, USTED SIEMPRE PUEDE CONTACTAR A SU GERENTE O AL DEPARTAMENTO DE RECURSOS HUMANOS DE J.B. HUNT DIRECTAMENTE CON CUALQUIER PREGUNTA CON RESPECTO A SUS HORAS, SALARIOS O PAGO GENERALMENTE, U OTROS ASUNTOS RELACIONADOS AL EMPLEO, PERO NO DEBE DISCUTIR LA DEMANDA O EL ACUERDO CON ELLOS DE NINGUNA MANERA.**

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Dear «EmployeeName»,

On or about April 30, 2018, you received a notice advising that the United States District Court for the Central District of California ordered a case entitled *Gerardo Ortega, et al. v. J.B. Hunt Transport, Inc.*, Case No. 2:07-cv-08336-RGK (AFMx) (the “Lawsuit”) be certified as a class action, and that you were a member of that certified class unless you elected to opt out of the class, meaning that you would be excluded from the case (the “Prior Class”). Our records indicate that you in fact excluded yourself (or “opted out”) from the Prior Class by completing and timely returning an exclusion request form.

Several events have taken place in connection with the Lawsuit since your submission of the exclusion request form that could impact your previous decision to exclude yourself from the case. Specifically, on August 8, 2018, the district court issued an order decertifying the Prior Class. Approximately two months later, on October 1, 2018, J.B. Hunt and Plaintiffs (together, the “Parties”) negotiated a settlement whereby J.B. Hunt has agreed to pay \$15,000,000.00 to resolve the Lawsuit. As part of that settlement, the Parties have now requested that the district court certify a proposed settlement class consisting of all California-based, local and regional intermodal and local and regional Dedicated Contract Services (DCS) drivers employed by J.B. Hunt at any time between November 19, 2003 and December 8, 2018 (the “Settlement Class”). Each Settlement Class Member will be eligible to receive a portion of the \$15,000,000.00 settlement amount, as detailed more fully in the enclosed Notice.

If you want to receive your share of the settlement amount as a member of the Settlement Class and be bound by the release of all claims described in the enclosed Notice, you need not do anything further in response to this letter and the enclosed Notice. However, if you do not want to receive your share of the settlement amount and want to keep your right to file your own lawsuit, you must again exercise your right to opt out of the settlement by sending a written request for exclusion, by U.S. mail, to the Claims Administrator, *Ortega, et al. v. J.B. Hunt Transport, Inc.* Settlement Administrator, c/o CPT Group, Inc., located at 50 Corporate Park, Irvine CA 92606, by no later than January 11, 2019 (30 calendar days after mailing of this enclosed Notice). **Your prior completion of the exclusion request form in connection with the Prior Class will not operate to exclude you from the Settlement Class.**

If you have any questions, you can call the Claims Administrator at 1-888-906-3520 or any of the attorneys representing the Settlement Class (see below for Class Counsel’s phone number).

#### **ATTORNEYS REPRESENTING THE SETTLEMENT CLASS**

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##### **The Cullen Law Firm, APC**

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Estimado/a «EmployeeName»,

El o alrededor del 30 de abril del 2018, recibió un aviso informando que la Corte del Distrito de los Estados Unidos para el Distrito Central de California ordenó que un caso titulado *Gerardo Ortega, et al. v. J.B. Hunt Transport, Inc.*, Número de Caso 2:07-cv-08336-RGK (AFMx) (la “Demand”a) sea certificado como una demanda colectiva, y que usted fue un miembro de la clase certificada a menos de que usted decida optar por salir de la clase, lo que significa que usted será excluido del caso (la “Clase Anterior”). Nuestros registros indican que, de hecho, se excluyó (u “optó por salir”) de la Clase Anterior al completar y devolver oportunamente una forma de solicitud de exclusión.

Han ocurrido varios eventos relacionados con la Demand desde que se presentó la forma de solicitud de exclusión que podría afectar su decisión anterior de excluirse del caso. Específicamente, el 8 de agosto del 2018, la corte del distrito emitió una orden descertificando la Clase Anterior. Aproximadamente dos meses después, el 1 de octubre del 2018, J.B. Hunt y los Demandantes (juntos, las “Partes”) negociaron un acuerdo donde J.B. Hunt ha acordado pagar \$15,000,000.00 para resolver la demanda. Como parte de ese acuerdo, las Partes ahora han solicitado que la corte del distrito certifique un acuerdo propuesto que consiste de todos los conductores locales o regionales de “intermodal” y los conductores locales y regionales de Dedicated Contract Services (“DCS,” por sus siglas en inglés) empleados por J.B. Hunt en cualquier momento entre el 19 de noviembre del 2003 y el 8 de diciembre del 2018 (la “Clase del Acuerdo”). Cada Miembro de la Clase del Acuerdo será elegible a recibir una porción de la cantidad del acuerdo de \$15,000,000.00, como se detalla más completamente en el Aviso adjunto.

Si usted desea recibir su parte de la cantidad del acuerdo como un miembro de la Clase del Acuerdo y estar obligado por la liberación de todos los reclamos descritos en el Aviso adjunto, usted no necesita hacer nada más en respuesta a esta carta y el Aviso adjunto. Sin embargo, si usted no desea recibir su parte de la cantidad del acuerdo y desea mantener su derecho a presentar su propia demanda, usted debe ejercer de nuevo su derecho a optar por salir del acuerdo al enviar una solicitud escrita de exclusión, mediante el correo de los EE.UU., al Administrador de Reclamos, Ortega, et al. v. J.B. Hunt Transport, Inc. Settlement Administrator, c/o CPT Group, Inc., ubicado en 50 Corporate Park, Irvine CA 92606, a no más tardar el 11 de enero del 2019 (30 días naturales después del envío por correo de este Aviso adjunto). **Su forma de solicitud de exclusión llenada anteriormente en relación con la Clase Anterior no servirá para excluirlo de la Clase del Acuerdo.**

Si usted tiene alguna pregunta, usted puede llamar al Administrador de Reclamos al 1-888-906-3520 o a cualquiera de los abogados que representan a la Clase del Acuerdo (ver a continuación para el número de teléfono de los Abogados de la Clase).

#### **ABOGADOS QUE REPRESENTAN A LA CLASE DEL ACUERDO**

##### **Marlin & Saltzman, LLP**

Stanley D. Saltzman

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# EXHIBIT “#”



# INVOICE

Invoice No : 14373  
Invoice Date : 1/17/2019  
Mailing Date: 12/12/2018  
VP Consultant: Timothy N. Phillips, Jr.

## Case Name : Ortega et al. v. J.B. Hunt Transport, Inc.

**TO: Scott A. Edelman**

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(310) 557-8061

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Payment Details	Type of Case	Due Date
<b>Settlement Fund</b>		
Quantity	Description	Unit Price
1	Case Setup / Data Management / Create a Unified Mailing List / TFN Establish & Setup	\$3,705.00
1	National Change of Address (NCOA) / Notice & Opt-Out Form in English and Spanish / Postage (up to 2 oz.)	\$19,644.19
1	Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage	\$3,683.41
1	Process Opt-Outs, Deficiencies & Other Requests from Class Members / Call Center Support	\$10,722.00
1	Verify SSN for Validity with IRS / Send Deficiency Letters to "No-Match" Class Members	\$4,053.00
1	Calculations / Data Management / Create & Manage QSF / Print & Mail Checks, 1099/W-2	\$37,319.40
1	Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration	\$8,714.64
	Subtotal	\$87,841.64
	Discount	<b>\$4,841.64</b>
	Billed to Defense Counsel	
	<b>TOTAL</b>	<b>\$83,000.00</b>

Make all checks payable to CPT Group, Inc.  
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**CPT Offers Secure Credit Card Payments through PayPal. To utilize PayPal, there's a Merchant Service Fee added to your grand total.**

**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. CPT bills are due upon receipt, unless otherwise negotiated and agreed to with CPT by Counsel/Client. In the event settlement terms provide that CPT is to be paid out of the settlement fund, CPT will request that Counsel/Client endeavor to make alternate payment arrangements for CPT charges that are due at the commencement 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. In the event CPT Group, Inc. commences litigation to enforce payment, CPT Group, Inc. shall be entitled to recover reasonable attorney's fees and costs (including expert witnesses' fees) incurred in addition to all other items of recovery permitted by law.