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19 Attorneys for the Class

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22 **UNITED STATES DISTRICT COURT**
23 **NORTHERN DISTRICT OF CALIFORNIA**
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25 DENSON M. SALES; ANDRE
26 CLEMONS; ROBERT BEJAR; and
27 MARTIN CHAVEZ on behalf of
28 themselves, all others similarly situated,
and on behalf of the general public,

Plaintiffs,

v.

UNITED ROAD SERVICES, INC.;
URS MIDWEST, INC. and DOES 1-
100, inclusive,

Defendants.

CASE NO. 4:19-cv-08404-JST

*[Assigned to the Honorable Jon S. Tigar;
Department 6]*

**DECLARATION OF LLUVIA ISLAS OF
PHOENIX SETTLEMENT
ADMINISTRATORS IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint Filed: November 18, 2019
Trial Date: None Set

DECLARATION OF LLUVIA ISLAS

I, Lluvia Islas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Sales, et al. v. United Road Services, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix is responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to any inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from November 18, 2015 to September 26, 2023 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from February 10, 2019 to September 26, 2023 (“PAGA Period”); (iv) determining the validity of any letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), any written objections to the Class Settlement (“Objections”), and/or any disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 10, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of Class Period Workweeks worked by each Class Member (“Class List”) during the Class Period and PAGA Period. The final mailing list contained three hundred nineteen (319) individuals identified as Class Members.

1 4. On October 10, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On November 3, 2023, Phoenix mailed and emailed the Notice via U.S. first class
6 mail, in English and Spanish, to all three hundred nineteen (319) Class Members on the Class List.
7 A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, nineteen (19) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the nineteen (19) Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using idiCORE, one of the most comprehensive address databases available for skip tracing.
12 Of the nineteen (19) Notices that were skip traced, fifteen (15) updated addresses were obtained and
13 the Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, four (4) Notices remain undeliverable, because an
15 updated address could not be obtained via skip trace.

16 8. As of the date of this declaration, Phoenix has received zero (0) Request for
17 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
18 January 5, 2024.

19 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
20 from Class Members. The deadline for objecting to the Class Settlement was January 5, 2024.

21 10. As of the date of this declaration, Phoenix has received fourteen (14) Workweek
22 disputes from Class Members. These individuals’ disputes provided proper documentation and were
23 accepted. The deadline for submitting a dispute was January 5, 2024.

24 11. As of the date of this declaration there have been two (2) additional individuals added
25 to the Class List. These individuals reached out to Plaintiff’s Counsel requesting to be included as
26 Class Members. This brings the Class Member total to three hundred twenty-one (321).

27 12. The Net Settlement Amount of \$5,460,354.40 available to pay Settlement Class
28 Members was determined by subtracting the requested Class Counsel attorneys’ fees

1 (\$1,875,000.00), and Class Counsel costs (\$27,320.60), the PAGA Amount (\$126,325.00), and the
2 requested Settlement Administration Costs (\$11,000.00) from the Gross Settlement Amount
3 (\$7,500,000.00).

4 13. There are three hundred twenty-one (321) Class Members who did not submit timely
5 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
6 100% of the Class. Settlement Class Members have worked a collective total of forty-eight thousand
7 seven hundred eighty-nine (48,789) Workweeks during the Class Period. The highest Individual
8 Settlement Share to be paid is approximately \$40,961.89, the lowest Individual Settlement Share to
9 be paid is approximately \$111.92 and the average Individual Settlement Share to be paid is
10 approximately \$17,010.45.

11 14. Additionally, \$126,325.00 of the Gross Settlement Amount has been allocated
12 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
13 \$94,743.75, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
14 or \$31,581.25, shall be paid to Aggrieved Employees who are or were employed by Defendant
15 during the PAGA Period. There are two hundred forty-two (242) Aggrieved Employees who
16 worked a total of twenty-one thousand six hundred twenty-eight (21,628) workweeks during the
17 PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$311.02, the
18 lowest Individual PAGA Payment to be paid is \$1.46 and the average Individual PAGA Payment
19 to be paid is approximately \$130.50.

20 15. Phoenix's costs associated with the administration of this matter were originally
21 \$9,000.00, this estimate did not include a Spanish translation and emailing of the notice. The
22 updated costs for those additional tasks are \$11,000.00. This includes all costs incurred to date, as
23 well as estimated costs involved in completing the settlement distribution. A true and correct copy
24 of the invoice from Phoenix is attached hereto as **Exhibit B**.

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 this 7th day of February 2024, at Orange, California.
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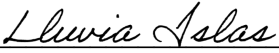
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

Denson M. Sales, Andre Clemons, Robert Bejar, and Martin Chavez v. United Road Services, Inc., Case No. 4:19-cv-08404-JST

TO: All individuals who signed Independent Contractor Service Agreements with URS, who were assigned to a business unit in California, and who drove in California at any time from November 18, 2015, to March 29, 2022. This includes individuals who are principals or owners of the corporations or LLCs on whose behalf an individual executed the Independent Contractor Service Agreement. These individuals are referred to in this Notice as “Class Members.”

The United States District Court for the Northern District of California authorized this notice. This is not a solicitation from a lawyer.

- This notice contains important information about your legal rights as part of a class action settlement. Please read it fully and carefully.
- Denson M. Sales and Andre Clemons, Drivers who worked for URS Midwest, Inc. d/b/a United Road and United Road Services, Inc. (“URS”), sued URS. Robert Bejar and Martin Chavez were later added as named Plaintiffs and Class Representatives in this case. The term “Plaintiffs” as used in this document refers to Mr. Sales, Mr. Clemons, Mr. Bejar and Mr. Chavez. The term “Signing Plaintiffs” refers to Mr. Bejar and Mr. Chavez.
- The case is pending in the United States District Court for the Northern District of California (Case No. 4:19-cv-08404-JST). Plaintiffs and URS are referred to collectively as the “Parties.”
- Plaintiffs’ allegations are brought on their own behalf and on behalf of all Class Members, as defined above.
- Plaintiffs have asserted the following claims against URS: (1) failure to pay all straight time wages at statutory minimum wage; (2) failure to provide meal periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 9-2001(11); Cal. Code Regs., tit. 8 § 11090); (3) failure to authorize and permit rest periods (Lab. Code § 226.7; IWC Wage Order No. 9-2001(12); Cal. Code Regs. Title 8 § 11090); (4) failure to reimburse/illegal deductions (Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11090(8)); (5) violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.); (6) knowing and intentional failure to properly itemize wage statements (Lab. Code § 226); (7) failure to timely pay all wages owed at termination (Lab. Code § 203); and (8) violations of California’s Private Attorneys General Act (“PAGA”) (Lab. Code § 2699, et seq.).
- URS denies that it violated the law in any manner and contends that its policies and practices have complied with the law at all times.
- The Court has not decided whether URS did anything wrong.
- Under the proposed Settlement, URS will pay a total of \$7,500,000, to be apportioned and paid among identified members of the Class, after deductions for Court-approved payments, including payment of penalties to the State of California, requested in the amount of \$94,743.75.

YOUR OPTIONS	
Do Nothing	You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement.
Opt Out of the Settlement	If you opt yourself out of the Settlement, you will not receive a Settlement payment. But you will retain the right to assert claims that are included in the Settlement. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Class Administrator and follow the procedures described below.
Object to the Settlement	If you disagree with any aspect of this Settlement, you may assert your objections by timely writing to the Class Administrator and filing with the Court your objection according to the procedures described below. If you opt out, you may not object. If you object, you will still be bound by the Settlement if it is approved by the Court.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals (if any) are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package and Why Should I Read this Notice?

The records of URS indicate that you have been a Class Member during the time period from November 18, 2015 through September 26, 2023 (the Class Period). If the Court approves the Settlement, you will receive a payment and your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

2. What is this lawsuit about?

Plaintiffs have asserted the following claims against URS on behalf of the Class Members:

(1) failure to pay all straight time wages at statutory minimum wage; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to reimburse/illegal deductions; (5) violation of Unfair Competition Law; (6) knowing and intentional failure to properly itemize wage statements; (7) failure to timely pay all wages owed at termination; and (8) violations of California's Private Attorneys General Act ("PAGA"). These claims are referred to in this Notice as the "Claims."

URS denies that the Claims are valid, denies that the Court should permit Plaintiffs to bring the Claims on behalf of the Class, and contends that it complied with the law at all times.

3. What is a class action?

In a class action, one or more people sue on behalf of people whom they allege have similar claims.

4. Why is there a settlement?

The Court has not yet decided in favor of Plaintiffs or URS on the Claims being settled. Plaintiffs think they could recover a significant amount of wages, penalties, and interest on behalf of the Class if they were to win at trial. On the other hand, URS denies all liability and believes that Plaintiffs will not win anything in the case. After years of negotiations, both sides have agreed to the Settlement of the Claims.

The purpose of the Settlement is so that the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate monetary benefit. Signing Plaintiffs, URS, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to the Settlement as fair and reasonable to the Class.

5. How do I know if I am part of the Settlement?

Everyone who fits this description is a Class Member:

All individuals who signed Independent Contractor Service Agreements with URS, who were assigned to a business unit in California, and who drove in California at any time from November 18, 2015, to March 29, 2022.

If the individual executing the Independent Contractor Service Agreement did so on behalf of a corporation or LLC, then the individual or individuals who were principals or owners of the corporation or LLC shall be considered part of the Class.

6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you will receive part of the Settlement if approved.

7. What if I'm still not sure if I am included.

If you are still not sure whether you are included, you can call the Class Administrator at Phoenix Settlement Administrators 1-800-523-5773 or write to the Class Administrator at P.O. Box 7208 Orange, CA 92863. You also may contact Class Counsel identified below for more information.

8. How much money is the Settlement for and how is it allocated?

URS has agreed to pay \$7,500,000 to settle all Claims in this lawsuit. That amount will cover all expenses related to the Settlement.

The Class Administrator will apportion the fund to be paid to Class Members based on their number of workweeks during the Class Period.

9. How much will my payment be and what is the information used to calculate my share?

Based on upon the calculation described above, it is currently estimated that your share of the Settlement will be \$«est_set_amt».

This amount could change, depending on how many Class Members opt-out, and/or further determinations by the Class Administrator and/or rulings of the Court.

Of your share of the Settlement, 100% will be reported as “1099” miscellaneous income by the Class Administrator to federal and state tax authorities. No deductions will be taken out of your share of the Settlement. However, you are responsible for all tax liability in relation to payments to you under the Settlement.

This Notice is not tax advice. Do not ask Class Counsel, or URS, or its counsel for tax advice, as they will not provide it. You should consult your own tax advisor.

URS’s records show that the following information pertinent to the calculation of your estimated settlement share:

Your number of workweeks during the Class Period is «total_weeks».

Your number of workweeks during the PAGA Period (February 10, 2019, to September 26, 2023) is «PAGA_work_Weeks».

If you disagree with this information, you must notify the Class Administrator by writing to them at the address set forth in paragraph 7. Be sure to include your full name, email address, mailing address, telephone number, last four digits of your social security number, and all supporting documentation, and to sign your document.

Your notification must be signed and postmarked no later than January 5, 2024. After inquiring further of URS, the Class Administrator will make a final resolution of dispute.

10. How can I get a payment?

You do not need to do anything to qualify for a payment. It is important that you immediately notify the Class Administrator if your mailing address is different from the address to which this Notice was sent, or if that address changes.

11. When will I receive a payment?

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be May 20, 2024. This could change depending on factors influencing the Class Administrator’s tasks, any objections to the Settlement, and/or actions by the Court.

12. What am I giving up to get a payment?

Each member of the Class (except those who properly opt out) on behalf of themselves and on behalf of all who claim by or through them or in their stead, do hereby and forever release, acquit and discharge and covenant not to sue URS, and all its present and former officers, directors, shareholders, members, partners, agents, employees, insurers, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, successors and assigns, and related companies (referred to as the “Released Parties”) for any and all claims during the Class Period pleaded in the operative Second Amended Complaint, including without limitation claims for: (1) failure to pay all straight time wages at statutory minimum wage; (2) failure to provide meal periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 9-2001(11); Cal. Code Regs., tit. 8 § 11090); (3) failure to authorize and permit rest periods (Lab. Code § 226.7; IWC Wage Order No. 9-2001(12); Cal. Code Regs. Title 8 § 11090); (4) failure to reimburse/illegal deductions (Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11090(8)); (5) violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.); (6) knowing and intentional failure to properly itemize wage statements (Lab. Code § 226); (7) failure to timely pay all wages owed at termination (Lab. Code § 203); (8) violations of California’s Private Attorneys General Act (“PAGA”) (Lab. Code § 2699, et seq.); and (9) interest associated with any of the claims released in this paragraph.

13. How do I opt out of the settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail to the Class Administrator stating words to the effect of, “I wish to be excluded from the Settlement Class.” You must also include your name, mailing address, and telephone number.

Your request to opt out of the Settlement must be postmarked no later than January 5, 2024, to the Class Administrator at the address in paragraph 7.

If you ask to be excluded, you will not be legally bound by the Settlement if approved. You will not get any money from the Settlement, and you will not be allowed to object to the Settlement.

14. If I don't exclude myself, can I sue URS for the same thing later?

No. Unless you exclude yourself, you will give up any right to sue URS for the claims that this Settlement resolves. If you have a pending lawsuit or the same claims that are being settled against URS, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement in order to continue your own lawsuit if it involves the same claims.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this Settlement.

16. Who is my legal representative in this case?

The Court has appointed as Class Counsel the following attorneys:

Mara Law Firm, 2650 Camino Del Rio N., Suite 302, San Diego, California 92108, (619) 234-2833; and

Hunter Pyle Law, 505 14th Street, Suite 600, Oakland, CA 94612, (510) 444-4400.

You will not be charged for the work performed by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about this Settlement, you may contact Class Counsel. They will consult with you and attempt to answer your questions. Do not contact URS with any such questions.

17. How do I object to the Settlement?

If you are a Class Member and do not opt out, you can object to the Settlement if you don't like any part of it. However, the Court cannot order a larger settlement. The Court can only approve or deny the proposed Settlement.

If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want, you must object. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Sales v. United Road Services, Inc.*, Case No. 4:19-cv-08404-JST), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Suite 400S, Oakland, CA 94612, and (c) be filed or postmarked on or before January 5, 2024.

18. What's the difference between objecting and opting out?

Objecting is simply saying that you don't like something about the Settlement and do not want it approved. Opting out is saying that you don't want to be part of the Class and participate in the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. PT on March 7, 2024. The Fairness Hearing will be conducted via Zoom, with the link available at <https://cand.uscourts.gov/judges/tigar-jon-s-jst/>. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. At or after the hearing, the Court will decide whether to grant final approval to the Settlement. At the Fairness Hearing, the Court may continue the hearing to another date without additional notices being sent out.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit an objection, you don't have to come to Court to talk about it. As long as you properly submit your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

22. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you'll receive your share of the Settlement, but you will be barred from bringing the released claims against URS as described in paragraph 12.

23. No retaliation by URS

California law makes it unlawful to retaliate against you for participating in a lawsuit like this one.

24. How do I get more details about the Settlement?

This notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court as preliminarily approved by the Court. For further information, you may call or contact the Class Administrator (see paragraph 7 for contact information) or Class Counsel (see paragraph 16 for contact information). Do not contact URS.

The Class Administrator also maintains a website on which some important documents in this case are available. The URL for the website is URS-Settlement-2023.phoenixcases.com.

You may also obtain more information by contacting Class Counsel, at either address or telephone number listed above; by accessing the Court docket in this case through PACER at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the United States District Court, located in Suite 400 S of the United States District Court, Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays (you may also visit the Court at any of its other locations, listed at <https://cand.uscourts.gov/locations>).

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT OR ITS COUNSEL WITH INQUIRIES.

Date: November 3, 2023

This Notice has been approved by the Judge of the United States District Court for the Northern District of California responsible for overseeing and deciding this case.

4877-5108-9515, v. 3

NOTIFICACIÓN DEL ACUERDO DE DEMANDA COLECTIVA

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS, DISTRITO NORTE DE CALIFORNIA

Denson M. Sales, Andre Clemons, Robert Bejar, and Martin Chavez contra United Road Services, Inc., Caso n° 4:19-cv-08404-JST

PARA: Todos los individuos que firmaron Acuerdos de Servicio de Contratista Independiente con URS, que fueron asignados a una unidad de negocio en California, y que condujeron en California en cualquier momento desde el 18 de noviembre de 2015 hasta el 29 de marzo de 2022. Esto incluye a los individuos que son directores o propietarios de las corporaciones o LLC en cuyo nombre un individuo ejecutó el Acuerdo de Servicio de Contratista Independiente. En este Aviso se hace referencia a estos individuos como “Miembros de la Clase”.

El Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California autorizó este aviso. No se trata de una solicitud de un abogado.

- Este aviso contiene información importante sobre sus derechos legales como parte de un acuerdo de demanda colectiva. Por favor, léalo completa y detenidamente.
- Denson M. Sales y Andre Clemons, conductores que trabajaban para URS Midwest, Inc. d/b/a United Road y United Road Services, Inc. (“URS”), demandaron a URS. Robert Bejar y Martin Chavez fueron añadidos posteriormente como Demandantes nombrados y Representantes de la Clase en este caso. El término “Demandantes”, tal como se utiliza en este documento, se refiere al Sr. Sales, al Sr. Clemons, al Sr. Bejar y al Sr. Chávez. El término “Demandantes firmantes” se refiere a los Sres. Bejar y Chávez.
- El caso está pendiente en el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California (Caso No. 4:19-cv-08404-JST). Se hace referencia a los demandantes y a URS colectivamente como las “Partes”.
- Las alegaciones de los Demandantes se presentan en su propio nombre y en nombre de todos los Miembros de la Clase, tal y como se han definido anteriormente.
- Los demandantes han hecho valer las siguientes reclamaciones contra URS: (1) falta de pago de todos los salarios por tiempo regular al salario mínimo legal; (2) falta de periodos de comida (Código Laboral §§ 226.7, 512, Orden salarial n° 9-2001 de la IWC (11); Código de Registros de California, título 8 § 11090); (3) no autorizar ni permitir periodos de descanso (Código Laboral § 226.7; Orden salarial n° 9-2001 de la IWC (12); Código de Registros de California, Título 8, § 11090(8)); (4) falta de reembolso/deducciones ilegales (Código Laboral §§ 221, 2802, Código de Registros de California, Título 8, § 11090(8)); (5) infracción de la Ley de Competencia Desleal (Código de Negocios y Profesiones § 17200, y siguientes); (6) omisión consciente e intencionada de desglosar correctamente las declaraciones salariales (Código de Laboratorio § 226); (7) omisión del pago puntual de todos los salarios adeudados en el momento del despido (Código de Laboratorio § 203); y (8) infracción de la Ley de Abogados Generales Privados de California (“PAGA”) (Código de Laboratorio § 2699, y siguientes).
- URS niega haber violado la ley en modo alguno y sostiene que sus políticas y prácticas han cumplido la ley en todo momento.
- El Tribunal no ha decidido si URS hizo algo mal.
- En virtud del acuerdo propuesto, URS pagará un total de \$7,500,000, que se prorratarán y pagarán entre los miembros identificados de la Clase, tras las deducciones por pagos aprobados por el Tribunal, incluido el pago de sanciones al Estado de California, solicitadas por un importe de \$94,743.75.

SUS OPCIONES	
No hacer nada	Recibirá una parte proporcional del acuerdo si se concede la aprobación final y renunciará a cualquier derecho a presentar en el futuro reclamaciones que formen parte del acuerdo.
No participar en el acuerdo	Si opta por excluirse del Acuerdo, no recibirá ningún pago del mismo. Pero conservará el derecho a hacer valer las reclamaciones incluidas en el acuerdo. Al hacerlo, correrá el riesgo de perder esas reclamaciones. Para excluirse, debe escribir oportunamente al Administrador del grupo y seguir los procedimientos que se describen a continuación.
Objetar el acuerdo	Si no está de acuerdo con algún aspecto de este acuerdo, puede hacer valer sus objeciones escribiendo oportunamente al Administrador del grupo y presentando ante el Tribunal su objeción de acuerdo con los procedimientos descritos a continuación. Si opta por no participar, no podrá objetar. Si se opone, seguirá estando obligado por el acuerdo si éste es aprobado por el Tribunal.

- Estos derechos y opciones -y **los plazos para ejercerlos**- se explican en este aviso.
- El Tribunal encargado de este caso aún debe decidir si aprueba el acuerdo. Los pagos sólo se efectuarán si el Tribunal aprueba el acuerdo y una vez resueltas las apelaciones (si las hubiera). Por favor, tenga paciencia.

INFORMACIÓN BÁSICA

1. ¿Por qué he recibido este paquete de notificaciones y por qué debo leerlas?

Los registros de URS indican que usted ha sido Miembro de la Clase durante el período comprendido entre el 18 de noviembre de 2015 y el 26 de septiembre de 2023 (el Período de la Clase). Si el Tribunal aprueba el Acuerdo, usted recibirá un pago y sus derechos legales pueden verse afectados. Por lo tanto, tiene derecho a recibir información sobre el acuerdo y sus derechos legales. Esa es la intención de este aviso.

2. ¿De qué trata esta demanda?

Los demandantes han hecho valer las siguientes reclamaciones contra URS en nombre de los miembros del grupo:

(1) falta de pago de todos los salarios por tiempo regular al salario mínimo legal; (2) falta de periodos de comida; (3) falta de autorización y permiso de periodos de descanso; (4) falta de reembolso/deducciones ilegales; (5) violación de la Ley de Competencia Desleal; (6) falta consciente e intencionada de desglosar correctamente las declaraciones salariales; (7) falta de pago puntual de todos los salarios adeudados en el momento del despido; y (8) violaciones de la Ley de Abogados Generales Privados de California (“PAGA”). Estas reclamaciones se denominan en este Aviso las “Reclamaciones”.

URS niega que las Demandas sean válidas, niega que el Tribunal deba permitir a los Demandantes presentar las Demandas en nombre de la Clase y sostiene que cumplió la ley en todo momento.

3. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas demandan en nombre de otras personas que alegan tener reclamaciones similares.

4. ¿Por qué hay un acuerdo?

El Tribunal aún no ha decidido a favor de los Demandantes o de URS sobre las Reclamaciones que se están resolviendo. Los Demandantes creen que podrían recuperar una cantidad significativa de salarios, penalizaciones e intereses en nombre de la Clase si ganaran en el juicio. Por otro lado, URS niega toda responsabilidad y cree que los Demandantes no ganarán nada en el caso. Tras años de negociaciones, ambas partes han acordado el acuerdo sobre las demandas.

El propósito del acuerdo es que se eliminen los riesgos y costes del juicio, para ambas partes, y que se pueda proporcionar a la Clase un beneficio monetario inmediato. Los Demandantes firmantes, URS y sus abogados creen que este Acuerdo es lo mejor para la Clase y las Partes.

El Tribunal ha dado su aprobación preliminar al acuerdo como justo y razonable para la Clase.

5. ¿Cómo puedo saber si formo parte del acuerdo?

Todo aquel que se ajuste a esta descripción es un Miembro de la Clase:

Todos los individuos que firmaron Acuerdos de Servicio de Contratista Independiente con URS, que fueron asignados a una unidad de negocio en California, y que condujeron en California en cualquier momento desde el 18 de noviembre de 2015 hasta el 29 de marzo de 2022.

Si el individuo que ejecutó el Acuerdo de Servicio de Contratista Independiente lo hizo en nombre de una corporación o LLC, entonces el individuo o individuos que eran principales o dueños de la corporación o LLC serán considerados parte de la Clase.

6. ¿Existen excepciones para ser incluido?

Sí. Si usted es un Miembro de la Clase, puede optar por no participar como se indica en la Sección 13 más abajo. Si no se excluye, recibirá parte del acuerdo si se aprueba.

7. ¿Y si aún no estoy seguro de estar incluido?

Si aún no está seguro de estar incluido, puede llamar al Administrador del grupo al Phoenix Settlement Administrators 1-800-523-5773 o escribirle a la dirección P.O. Box 7208 Orange, CA 92863. También puede ponerse en contacto con los Abogados de la Clase identificados más abajo para obtener más información.

8. ¿A cuánto asciende el acuerdo y cómo se asigna?

URS ha acordado pagar \$7,500,000 para resolver todas las reclamaciones en este pleito. Esa cantidad cubrirá todos los gastos relacionados con el acuerdo.

El Administrador de la Demanda Colectiva prorrata el fondo a pagar a los Miembros de la Demanda Colectiva en función de su número de semanas de trabajo durante el Periodo de la Demanda Colectiva.

9. ¿A cuánto ascenderá mi pago y cuál es la información utilizada para calcular mi parte?

Sobre la base del cálculo descrito anteriormente, se estima actualmente que su parte del acuerdo será de \$«est_set_amt».

Esta cantidad podría cambiar, dependiendo de cuántos Miembros de la Clase opten por no participar, y/o de nuevas determinaciones del Administrador de la Clase y/o de las sentencias del Tribunal.

De su parte del Acuerdo, el 100% será declarado como ingresos varios “1099” por el Administrador de la Demanda Colectiva a las autoridades fiscales federales y estatales. No se efectuarán deducciones de su parte del acuerdo. Sin embargo, usted es responsable de todas las obligaciones fiscales en relación con los pagos que se le efectúen en virtud del acuerdo.

Este Aviso no es asesoramiento fiscal. No solicite asesoramiento fiscal a los Abogados de la Clase, ni a URS, ni a sus abogados, ya que no se lo proporcionarán. Debe consultar a su propio asesor fiscal.

Los registros de URS muestran que la siguiente información es pertinente para el cálculo de su cuota estimada de acuerdo:

Su número de semanas de trabajo durante el Periodo de la Demanda Colectiva es «total_weeks».

Su número de semanas de trabajo durante el Periodo PAGA (del 10 de febrero de 2019 al 26 de septiembre de 2023) es «PAGA_work_Weeks».

Si no está de acuerdo con esta información, deberá notificárselo al Administrador de la Demanda Colectiva por escrito a la dirección indicada en el apartado 7. Asegúrese de incluir su nombre completo, dirección de correo electrónico, dirección postal, número de teléfono, los cuatro últimos dígitos de su número de la seguridad social y toda la documentación acreditativa, y de firmar su documento.

Su notificación deberá estar firmada y matasellada a más tardar el 5 de enero de 2024. Tras consultar más a fondo a URS, el Administrador de la Demanda Colectiva tomará una resolución definitiva de la disputa.

10. ¿Cómo puedo obtener un pago?

No es necesario que haga nada para tener derecho a un pago. Es importante que notifique inmediatamente al Administrador de la Demanda Colectiva si su dirección postal es diferente de la dirección a la que se envió esta Notificación, o si dicha dirección cambia.

11. ¿Cuándo recibiré un pago?

Los pagos se distribuirán conforme a un calendario establecido por el acuerdo y por el Tribunal. Actualmente, se estima que la fecha prevista de pago será el 20 de mayo de 2024. Esto podría cambiar dependiendo de factores que influyan en las tareas del Administrador del grupo, de cualquier objeción al acuerdo y/o de las acciones del Tribunal.

12. ¿A qué estoy renunciando para obtener un pago?

Cada uno de los miembros de la Clase (excepto aquellos que opten debidamente por no participar) en su propio nombre y en nombre de todos los que reclamen por ellos o a través de ellos o en su lugar, por la presente y para siempre liberan, absuelven y eximen y se comprometen a no demandar a URS, y a todos sus actuales y anteriores funcionarios, directores, accionistas, miembros, socios, agentes, empleados, aseguradores, representantes, abogados, empresas matrices, subsidiarias, divisiones, filiales, sucesores y cesionarios, y empresas relacionadas (denominadas las “Partes Exoneradas”) por todas y cada una de las reclamaciones durante el Periodo de la Demanda Colectiva alegadas en la Segunda Demanda Modificada operativa, incluyendo sin limitación las reclamaciones por: (1) no pagar todos los salarios por tiempo regular al salario mínimo legal; (2) no proporcionar periodos de comida (Código Laboral §§ 226.7, 512, Orden salarial n° 9-2001 de la IWC (11); Código de Registros de California, Título 8 § 11090); (3) no autorizar ni permitir periodos de descanso (Código Laboral § 226.7; Orden salarial n° 9-2001 de la IWC (12); Código de Registros de California Título 8 § 11090); (4) falta de reembolso/deducciones ilegales (Código Laboral §§ 221, 2802, Código de Registro de California, Título 8, § 11090(8)); (5) infracción de la Ley de Competencia Desleal (Código de Negocios y Profesional § 17200, y siguientes); (6) omisión consciente e intencionada de desglosar correctamente las declaraciones salariales (Código de California § 226); (7) omisión del pago puntual de todos los salarios adeudados en el momento del despido (Código Laboral § 203); (8) violaciones de la Ley de Abogados Generales Privados de California (“PAGA”) (Código Laboral § 2699, y siguientes); y (9) intereses asociados con cualquiera de las reclamaciones liberadas en este párrafo.

13. ¿Cómo puedo optar por no participar en el acuerdo?

Para excluirse del acuerdo, debe enviar por correo una carta firmada al Administrador del grupo de demandantes en la que diga: “Deseo ser excluido del grupo de demandantes”. También debe incluir su nombre, dirección postal y número de teléfono.

Su solicitud de exclusión voluntaria del acuerdo deberá ser enviada por correo, a más tardar el 5 de enero de 2024, al Administrador del grupo de demandantes a la dirección indicada en el apartado 7.

Si solicita ser excluido, no estará legalmente obligado por el Acuerdo en caso de ser aprobado. No obtendrá ningún dinero del acuerdo y no se le permitirá oponerse al mismo.

14. Si no me excluyo, ¿puedo demandar a URS por lo mismo más adelante?

No. A menos que usted se excluya, renunciará a cualquier derecho a demandar a URS por las reclamaciones que resuelve este acuerdo. Si tiene una demanda pendiente o las mismas reclamaciones que se están resolviendo contra URS, hable con su abogado en ese caso inmediatamente. Debe excluirse de este Acuerdo para poder continuar con su propio pleito si éste implica las mismas reclamaciones.

15. Si me excluyo, ¿puedo obtener dinero de este acuerdo?

No. Si se excluye, no recibirá ningún dinero de este acuerdo.

16. ¿Quién es mi representante legal en este caso?

El Tribunal ha designado como Abogados de la Clase a los siguientes abogados:

Mara Law Firm, 2650 Camino Del Rio N., Suite 302, San Diego, California 92108, (619) 234-2833; y

Hunter Pyle Law, 505 14th Street, Suite 600, Oakland, CA 94612, (510) 444-4400.

No se le cobrará por el trabajo realizado por estos abogados. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

Si tiene alguna pregunta sobre este acuerdo, puede ponerse en contacto con los abogados del grupo de demandantes. Ellos consultarán con usted e intentarán responder a sus preguntas. No se ponga en contacto con URS si tiene alguna pregunta de este tipo.

17. ¿Cómo me opongo al acuerdo?

Si usted es miembro del grupo de demandantes y no opta por la exclusión, puede oponerse al acuerdo si no le gusta alguna de sus partes. Sin embargo, el Tribunal no puede ordenar un acuerdo mayor, El Tribunal sólo puede aprobar o denegar el acuerdo propuesto.

Si el Tribunal deniega la aprobación, no se enviará ningún pago del acuerdo y el pleito continuará. Si eso es lo que desea, debe oponerse. Puede exponer las razones por las que cree que el Tribunal no debería aprobar el acuerdo. El Tribunal tendrá en cuenta sus opiniones.

Cualquier objeción al acuerdo propuesto deberá presentarse por escrito. Si presenta a tiempo una objeción por escrito, puede, pero no está obligado, a comparecer en la Audiencia de Aprobación Definitiva, ya sea en persona o a través de su propio abogado. Si comparece a través de su propio abogado, usted será responsable de contratar y pagar a dicho abogado. Todas las objeciones escritas y documentos de apoyo deben (a) identificar claramente el nombre y número del caso (*Sales contra United Road Services, Inc.*, Caso No. 4:19-cv-08404-JST), (b) ser presentados ante el Tribunal ya sea presentándolos electrónicamente o en persona en cualquier sede del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California o enviándolos por correo al Class Action Clerk, Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, 1301 Clay Street, Suite 400S, Oakland, CA 94612, y (c) ser presentados o llevar matasellos del 5 de enero de 2024 o antes.

18. ¿Cuál es la diferencia entre objetar y excluirse?

Objetar es simplemente decir que no le gusta algo del Acuerdo y que no quiere que se apruebe. Optar por no participar es decir que no quiere formar parte de la Clase y participar en el Acuerdo. Si opta por excluirse, no tiene base para objetar porque el caso ya no le afecta.

19. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará una Audiencia de Imparcialidad a las 2:00 p.m. PT el 7 de marzo de 2024. La Audiencia de Imparcialidad se llevará a cabo a través de Zoom, con el enlace disponible en <https://cand.uscourts.gov/judges/tigar-jon-s-jst/>. En esta audiencia, el Tribunal tomará una decisión final sobre si el acuerdo es justo, razonable y adecuado. Si usted u otros Miembros del grupo se oponen al acuerdo, el Tribunal considerará las objeciones. En la audiencia o después de ella, el Tribunal decidirá si concede la aprobación definitiva al acuerdo. En la Audiencia de Equidad, el Tribunal podrá aplazar la audiencia a otra fecha sin necesidad de enviar notificaciones adicionales.

20. ¿Tengo que acudir a la audiencia?

No. Los abogados del grupo responderán a las preguntas que el juez pueda plantear. Le invitamos a que acuda por su cuenta. Si presenta adecuadamente una objeción, no tiene que acudir al Tribunal para hablar de ella. Siempre y cuando presente adecuadamente su objeción por escrito y a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es necesario.

21. ¿Puedo intervenir en la audiencia?

Puede solicitar al Tribunal permiso para hablar en la Audiencia de Equidad. No podrá comparecer ni hablar en la audiencia si opta por no hacerlo.

22. ¿Qué ocurre si no hago nada?

Si no hace nada, o no actúa a tiempo, recibirá su parte del acuerdo, pero se le impedirá presentar las reclamaciones liberadas contra URS, tal y como se describe en el apartado 12.

23. Ausencia de represalias por parte de URS

La ley de California prohíbe tomar represalias contra usted por participar en una demanda como ésta.

24. ¿Cómo puedo obtener más detalles sobre el acuerdo?

Este aviso pretende ser un resumen y no describe completamente esta acción, las reclamaciones, las defensas o el Acuerdo propuesto, que está sujeto a los términos y condiciones del Acuerdo de conciliación presentado ante el Tribunal y aprobado preliminarmente por éste. Para más información, puede llamar o ponerse en contacto con el Administrador del grupo (véase el apartado 7 para la información de contacto) o con el Abogado del grupo (véase el apartado 16 para la información de contacto). No se ponga en contacto con URS.

El Administrador de la Demanda Colectiva también mantiene un sitio web en el que están disponibles algunos documentos importantes de este caso. La URL del sitio web es URS-Settlement-2023.phoenixcases.com

También puede obtener más información poniéndose en contacto con los Abogados de la Demanda Colectiva, en cualquiera de las direcciones o números de teléfono indicados anteriormente; accediendo al expediente del Tribunal en este caso a través de PACER en <https://ecf.cand.uscourts.gov>; o visitando la oficina del Secretario del Tribunal de Distrito de los Estados Unidos, situada en la Suite 400 S del Tribunal de Distrito de los Estados Unidos, Distrito Norte de California, Palacio de Justicia de Oakland, ubicado en 1301 Clay Street, Oakland, CA 94612, entre las 9:00 a.m. y las 4:00 p.m., de lunes a viernes, excluyendo los días festivos del Tribunal (también puede visitar el Tribunal en cualquiera de sus otras sedes, enumeradas en <https://cand.uscourts.gov/locations>).

LE ROGAMOS QUE NO SE PONGA EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ, NI CON EL DEMANDADO O SU ABOGADO PARA REALIZAR CONSULTAS.

Fecha: 3 de noviembre de 2023

Este Aviso ha sido aprobado por el Juez del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California responsable de supervisar y decidir este caso.

4877-5108-9515, v. 3

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	321
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	321
Subtotal Admin Only	\$11,642.43

Not-to-Exceed Total **\$11,000.00**

February 7, 2024

Case: Sales, et al. v. United Road Services, Inc. Invoice

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.12	1	\$140.12
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$0.25	321	\$80.25
Total			\$852.37

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.50	321	\$160.50
Notice Packet & Opt-Out Form	\$1.50	321	\$481.50
Estimated Postage (up to 2 oz.)*	\$0.87	321	\$279.27
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Emailing Notices	\$1,500.00	1	\$1,500.00
Total			\$3,971.27

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	64	\$96.30
Remail Notice Packets	\$1.50	64	\$96.30
Estimated Postage	\$0.87	64	\$55.85
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$513.45

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	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$32.10
Case Manager	\$85.00	3	\$255.00
Total			\$822.10

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$1.50	321	\$481.50
Estimated Postage	\$0.64	321	\$205.44
Total			\$2,326.94

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$1.50	64	\$96.30
Case Associate	\$55.00	5	\$275.00
Reconcile Uncashed Checks	\$100.00	3	\$300.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,500.00	1	\$1,500.00
Total			\$3,156.30

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

Total: \$11,642.43