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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

VAN WALKER, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

WFS EXPRESS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2020-00285301-CU-OE-GDS

**DECLARATION OF TAYLOR MITZNER
ON BEHALF OF SETTLEMENT
ADMINISTRATOR REGARDING NOTICE
AND SETTLEMENT ADMINISTRATION**

Date: March 9, 2022
Time: 1:30 p.m.
Dept.: 53

Reservation No.: 2603858

Complaint Filed: August 5, 2020
Trial Date: None

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I, Taylor Mitzner, declare as follows:

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

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform administration duties in this action. Pursuant to the Stipulation of Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* in English and Spanish (herein referred to collectively as the “Notice Packet”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (v) issuing the Individual Settlement Payments and distributing them to Participating Class Members; (vi) issuing the Settlement Payment to Class Counsel for attorneys’ fees and litigation costs, the Class Representatives’ Settlement Payment, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties mutually agree to perform pursuant to the Court orders.

3. On December 16, 2021, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of Pay Periods worked by each Class Member (“Class Data”) during the period from January 1, 2017 to December 31, 2021 (“Class Period”). The final mailing list contained two thousand two hundred forty-two (242) Class Members.

4. Prior to the initial mailing, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A NCOA search is a database that is updated by the U.S. Postal Service. The NCOA database provides updated addresses for any individual who has moved in the past four (4) years and notified the U.S. Postal Service of their change of address.

1 5. On January 5, 2022, Phoenix mailed the Notice Packet via U.S. first class mail to
2 all two thousand two hundred forty-two (2,242) Class Members on the Class List. A true and
3 correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, one hundred ninety-nine (199) Notice Packets
5 have been returned to Phoenix. None were returned with a forwarding address. Phoenix attempted
6 to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive
7 address databases available for skip tracing. Of the one hundred ninety-nine (199) Notice Packets
8 that were skip traced, one hundred seventy-eight (178) updated addresses were obtained and the
9 Notice Packet was promptly re-mailed to those Class Members via first class mail.

10 7. As of the date of this declaration, thirty-eight (38) Notice Packets are considered
11 undeliverable. Specifically, twenty-one (21) are considered undeliverable since an updated address
12 could not be obtained via skip trace, and seventeen (17) were returned after re-mailing.

13 8. Phoenix has received zero (0) Requests for Exclusion (i.e. "Opt Outs"). The
14 deadline to request exclusion is February 19, 2022.

15 9. Phoenix has received zero (0) Objections to the Settlement. The Objection
16 deadline is February 19, 2022.

17 10. No Work Weeks disputes were received throughout the response period.

18 11. There are two thousand two hundred forty-two (2,242) Class Members,
19 representing 100% of the Class, who, having not requested exclusion, are deemed Participating
20 Class Members and have worked a collective total of 50,796 Pay Periods during the Class Period.

21 12. The Net Settlement Amount of \$544,699.82 available to pay Participating Class
22 Members was determined by subtracting the requested Class Counsel attorneys' fees
23 (\$332,500.00), requested Class Counsel costs (\$13,300.18), requested Class Representative
24 Incentive Payments to Named Plaintiff Walker (\$10,000.00), payment to the LWDA for PAGA
25 Penalties (\$30,000.00), and the requested Settlement Administrator costs (\$19,500.00) from the
26 Maximum Settlement Amount (\$950,000.00).
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13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$1,265.35, the lowest Individual Settlement Payment to be paid is approximately \$10.72, while the average Individual Settlement Payment to be paid is approximately \$242.95. All Individual Settlement Payments are subject to any and all legally mandated reductions and deductions on the one-third (33.33%) portion thereof considered wages.

14. Phoenix's costs associated with the administration of this matter are \$19,500.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed on February 11, 2022, at Anaheim, California.


TAYLOR MITZNER

Exhibit A

«First_Name» «Last_Name»

**Van Walker v. WFS Express, Inc.
Superior Court of the State of California, County of Sacramento
Case No.: 34-2020-00285301**

If you are a current or former employee of WFS Express, Inc. (“WFS Express” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

**YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT
FROM THIS CLASS ACTION SETTLEMENT IS «Est_Set_Amt».**

According to WFS Express’ records, the total number of pay periods that you worked as a non-exempt employee for WFS Express in California between January 1, 2017 through and July 31, 2021 is «Pay_Periods». Based on this number, your individual settlement payment amount is estimated to be «Est_Set_Amt».

- This lawsuit involves a class defined as: All persons who worked for WFS Express, Inc. in California as a non-exempt employee at any time during the period of January 1, 2017, through July 31, 2021.
- You are receiving this Notice because the records reflect that you may be a class member.
- The settlement resolves a lawsuit in which Plaintiff Van Walker (“Plaintiff”) alleged that WFS Express failed to: (1) pay overtime wages at the regular rate of pay; (2) to provide proper meal and rest breaks; (3) provide accurate wage statements; (4) reimburse business-related expenses; (5) pay reporting time pay; and (6) pay waiting time penalties. WFS Express denies any and all liability as to all claims alleged in this lawsuit. The settlement avoids the costs and risks from continuing the lawsuit, pays money to employees, and releases WFS Express from liability for the alleged violations
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or WFS Express’ defenses.
- You will not be penalized or retaliated against by WFS Express for participating in this settlement. If you are currently employed by WFS Express, your employment will not be affected in any way. Current employees of WFS Express who choose to participate in the settlement will not be required to resign and can continue to work for WFS Express.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Can Do Nothing	You need not take any action if you wish to receive your settlement payment. If the settlement is approved by the Court and you do nothing, you will automatically be mailed a settlement check for your share of the settlement at the address on file with the Settlement Administrator. In exchange for this settlement check, you will release or give up any rights to sue WFS Express separately for the same legal claims that were pled in this lawsuit (see Section 8 for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
You Can Exclude Yourself	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue WFS Express for the same legal claims that are part of this lawsuit. This is the only option that allows you to be part of any other lawsuit against WFS Express asserting the same legal claims that were settled in this case. You cannot ask to be excluded <u>and</u> still get a settlement payment. If you ask to be excluded from the settlement, you cannot object to the settlement.
You Can Object To The Settlement	If you do not agree with the settlement, you can submit a written objection to the settlement according to the procedures described below on page 5. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. Objecting to the settlement will <u>not</u> exclude you from the settlement.

To opt out or object, you must act by February 19, 2022.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of WFS Express' non-exempt employees. You have received this notice because WFS Express' records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on August 5, 2020 on behalf of individuals who are employed or have been employed by WFS Express as non-exempt employees in the State of California. The complaint alleges class and representative claims under the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA") against WFS Express for several violations of the California Labor Code and California Business & Professions Code. First, the complaint alleges that WFS Express failed to pay overtime wages at the regular rate of pay. The complaint also alleges that WFS Express failed to provide proper meal and rest breaks. Third, the complaint alleges that WFS Express failed to pay reporting time pay. Additionally, Plaintiff also alleges in this lawsuit that WFS Express failed to reimburse business-related expenses in connection with the use of personal cell phones for work-related purposes.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or WFS Express' defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although WFS Express disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, WFS Express has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Total Settlement Amount is \$950,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$332,500.00
- Litigation Costs: \$20,000.00
- Settlement Administration Costs: \$20,000.00
- Class Representative Service Award to Class Representative: \$10,000.00
- PAGA Payment to the Labor and Workforce Development Agency ("LWDA"): \$30,000.00, representing its share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts, approximately \$537,500.00 is estimated to be available for payment to the class members receiving this notice ("Net Settlement Amount"). These amounts may change and are subject to Court approval.

According to WFS Express' records, the total number of pay periods that you worked as a non-exempt employee for WFS Express in California between January 1, 2017 through and July 31, 2021 (the "Class Period") is «Pay_Periods». Based on this number, your individual settlement payment amount is estimated to be «Est_Set_Amt».

The actual individual settlement payment amount that you receive could end up being more or less than this amount, depending on the final settlement terms approved by the Court.

If you disagree with the above pay period information and would like someone to look into the matter, please follow the procedure below in Section 6.

All individual settlement payments will be treated as follows: 33 1/3% as wages to be reported by IRS W-2 forms, and 33 1/3% as penalties and 33 1/3% as interest to be reported by IRS 1099 forms. Settlement class members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes due on the individual settlement payments they receive. The tax issues for each settlement class member are unique to that settlement class member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

6. What if I disagree with information or the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods listed above, you can provide documentation and/or explanation to the Settlement Administrator to support your claim of a different number of pay periods. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Facsimile: (949) 209-2503

You must submit such information by **February 19, 2022**. The Settlement Administrator will consult with Class Counsel and WFS Express' Counsel in good faith to determine whether an adjustment to the number of pay periods is warranted. The Settlement Administrator's determination on the amount of pay periods attributed to each settlement class member for purposes of this settlement will be binding on settlement class members. All disputes submitted to the Settlement Administrator, the evidence submitted therewith, and any resolution of those disputes will be filed with the Court. The Court will have the right to review and reverse any decision made by the Settlement Administrator.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement include the claims based on the facts pled in the complaint in this lawsuit, including without limitation, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses. Specifically, the release states as follows:

If finally approved by the Court, each Settlement Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, including a release of all claims that were or reasonably could have been asserted or alleged in the Litigation that accrued during the Settlement Class Period based on the facts pleaded in the operative complaint on file, including: any and all claims and damages arising from any of the facts alleged in Plaintiff's operative complaints for damages, including Defendant's alleged violation of the California Business and Professions Code sections 17200, *et seq.* for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, as well as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendant's alleged unfair business practices stemming from these alleged Labor Code violations. ("Released Claims").

This release also includes a release of all claims for attorneys' fees and costs incurred by settlement class members or by Class Counsel in connection with the lawsuit and the settlement, except as otherwise set forth in the settlement agreement.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by **February 19, 2022**.

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Facsimile: (949) 209-2503

Your letter must include (1) your full name and the last four digits of your Social Security Number; (2) a statement clearly indicating your request to be excluded from the settlement; (3) your signature; and (4) be postmarked or fax stamped on or before **February 19, 2022**.

If your exclusion/opt out request is postmarked or fax stamped after **February 19, 2022**, it will be rejected as untimely, and you will be considered a settlement class member and be bound by the settlement terms and release. Anyone who submits a timely and valid exclusion/opt out request shall not be deemed a settlement class member and will not receive any payment as part of this settlement. Such individuals will keep any right to sue WFS Express separately for the same claims made in this lawsuit.

10. What if I have an objection?

A class member may object to the settlement in writing. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than **February 19, 2022**. For written objections to be valid, you must state (1) your full name, (2) the grounds/basis of your objection; and (3) your signature.

The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment. The Final Approval Hearing will be held in Dept. 53 of the Sacramento County Superior Court, Hall of Justice, located at 813 Sixth Street, 2nd Floor, Sacramento, California on March 9, 2022, at 1:30 p.m. (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

12. What happens next in the case?

The settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 53 of the Sacramento County Superior Court, Hall of Justice, located at 813 Sixth Street, 2nd Floor, Sacramento, California on March 9, 2022, at 1:30 p.m. (Pacific Time), to rule on the objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may telephone Phoenix Settlement Administrators at (800) 523-5773, or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Sacramento County Superior Court, Hall of Justice, 813 Sixth Street, Sacramento, California. You may also review the settlement agreement and settlement documents filed in this case online at no cost through the Settlement Administrator's website at <http://www.phoenixclassaction.com/walker-v-wfs-express/>.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555.

Please do not telephone the Court, the Office of the Clerk, or WFS Express' counsel for information regarding this settlement.

«First_Name» «Last_Name»

**Van Walker v. WFS Express, Inc.
Corte Superior del Estado de California, Condado de Sacramento
No. de caso: 34-2020-00285301**

Si usted es un empleado presente o pasado de WFS Express, Inc. (“WFS Express” o “Demandado”), una demanda colectiva podría afectar a sus derechos y puede que tenga derecho a recibir beneficios en virtud del acuerdo.

Usted no está siendo demandado. Una corte ha autorizado este Aviso. Este documento no es una oferta de servicios de un abogado.

**POR FAVOR LEA ESTE AVISO DETENIDAMENTE. CONTIENE INFORMACIÓN
IMPORTANTE ACERCA DE SUS DERECHOS.**

**LA SUMA DE SU PAGO INDIVIDUAL TOTAL ESTIMADO EN VIRTUD DE
ESTE ACUERDO DE DEMANDA COLECTIVA ASCIENDE A «Est_Set_Amt».**

Según los registros de WFS Express, el número total de períodos de pago que usted trabajó como empleado no exento de WFS Express en California entre el 1º de enero de 2017 y el 31 de julio de 2021 es «Pay_Periods». Sobre la base de esta cifra, se estima que la suma de su pago individual del acuerdo asciende a «Est_Set_Amt».

- Esta demanda involucra una clase definida como: Todas las personas que trabajaron para WFS Express, Inc. en California como empleados no exentos en algún momento durante el período comprendido entre el 1º de enero de 2017 y el 31 de julio de 2021.
- Usted está recibiendo el presente Aviso porque los registros reflejan que podría ser un miembro de la clase.
- El acuerdo resuelve una demanda en la que el Demandante Van Walker (“Demandante”) alegó que WFS Express no: (1) pagó salarios por horas extra a la tarifa salarial regular; (2) proporcionó períodos de comida y descanso apropiados; (3) proporcionó estados salariales precisos; (4) reembolsó gastos profesionales; (5) pagó salarios por tiempo de reporte; y (6) pagó sanciones por tiempo de espera. WFS Express niega cualquier responsabilidad respecto a todos los reclamos alegados en esta demanda. El acuerdo evita los costos y riesgos derivados de la continuación de la demanda; paga dinero a los empleados; y descarga a WFS Express de cualquier responsabilidad por las violaciones alegadas.
- Se ha alcanzado un acuerdo que afecta a sus derechos. Aun cuando la Corte ha autorizado a las Partes a que proporcionen el presente aviso de acuerdo propuesto, la Corte no ha expresado opinión alguna respecto a los fundamentos de los reclamos del Demandante o las defensas de WFS Express.
- Usted no será penalizado ni será sometido a represalias por parte de WFS Express por el hecho de participar en este acuerdo. Si actualmente está empleado por WFS Express, su empleo no se verá afectado en forma alguna. No se requerirá que los empleados actuales de WFS Express que elijan participar en el acuerdo renuncien, y podrán seguir trabajando en WFS Express.

Para solicitar ser excluido u oponerse, debe actuar antes del 19 de febrero de 2022.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO:	
Puede no hacer nada	Usted no necesita hacer nada si desea recibir su pago del acuerdo. Si el acuerdo es aprobado por la Corte y usted no hace nada, recibirá automáticamente por correo un cheque del acuerdo por su parte del acuerdo en la dirección que figure en los registros del Administrador del Acuerdo. A cambio de este cheque del acuerdo, usted descargará o renunciará a cualesquiera derechos que tenga a demandar a WFS Express de forma separada por los mismos reclamos legales alegados en esta demanda (consulte la Sección 8 para una explicación de los reclamos a los que está renunciando). Si se muda, debe notificar su nueva dirección al Administrador del Acuerdo.
Puede excluirse	Si pide ser excluido del acuerdo, no recibirá ningún pago del acuerdo, pero mantendrá cualesquiera derechos que tenga a demandar a WFS Express por los mismos reclamos legales contenidos en esta demanda. Esta es la única opción que le permite ser parte en algún momento de cualquier otra demanda contra WFS Express por los mismos reclamos legales resueltos en este caso. Usted no puede pedir ser excluido y seguir recibiendo un pago del acuerdo. Si solicita ser excluido del acuerdo, no puede oponerse al acuerdo.
Puede oponerse al Acuerdo	Si no está conforme con el acuerdo, puede enviar una objeción escrita al acuerdo siguiendo los procedimientos descritos más abajo en la página 5. La Corte puede estar de acuerdo o no con su objeción. Si la Corte no está de acuerdo con su objeción, usted seguirá estando obligado por los términos del acuerdo y recibirá un pago del acuerdo. El hecho de oponerse al acuerdo no le excluirá del acuerdo.

1. ¿Por qué he recibido este aviso?

Se ha alcanzado un acuerdo propuesto en una demanda colectiva interpuesta en nombre de empleados no exentos de WFS Express. Usted ha recibido este aviso porque los registros de WFS Express indican que es un miembro de la clase del acuerdo.

2. ¿De qué trata esta demanda?

La demanda fue interpuesta el 5 de agosto de 2020 en nombre de personas que están o han estado empleadas por WFS Express como empleados no exentos en el Estado de California. La demanda alega reclamos colectivos y representativos en virtud de la Ley General de Abogados Privados (*Private Attorneys General Act*), Código de Trabajo de California, § 2698 *et seq.* (“PAGA”) contra WFS Express por varias violaciones del Código de Trabajo de California y el Código de Negocios y Profesiones de California. En primer lugar, la demanda alega que WFS Express no pagó salarios por horas extra a la tarifa salarial regular. La demanda alega asimismo que WFS Express no proporcionó períodos de comida y descanso apropiados. En tercer lugar, la demanda alega que WFS Express no pagó salarios por tiempo de reporte. Por otro lado, el Demandante alega asimismo en esta demanda que WFS Express no reembolsó gastos profesionales en relación con el uso de teléfonos celulares personales para fines relacionados con el trabajo.

3. ¿Ha decidido la Corte quién tiene razón?

No. La Corte no ha tomado ninguna decisión en relación con los fundamentos de las alegaciones del Demandante o las defensas de WFS Express.

4. ¿Por qué se ha llegado a un acuerdo en este caso?

Las Partes han alcanzado un acuerdo para evitar el riesgo, incomodidades y gastos derivados de un litigio adicional. El Demandante y sus abogados consideran que el acuerdo propuesto es justo y adecuado, y defiende los intereses de los miembros de la clase a quienes aplica dado el resultado de su investigación, y las exigencias de tiempo y recursos necesarios en relación con un litigio adicional. Aun cuando WFS Express disputa los reclamos del Demandante y sostiene que ha cumplido con todas sus obligaciones legales respecto a sus empleados, WFS Express también ha llegado a la conclusión de que un litigio adicional sería costoso, y desviaría tiempo de la gerencia y los empleados.

5. ¿Cuáles son los términos del acuerdo y cuánto recibiré?

La Suma Total del Acuerdo es \$950,000. En virtud del acuerdo propuesto, se deducirán las siguientes sumas antes de efectuar cualesquiera pagos a los empleados, sujeto a la aprobación final de la Corte:

- Honorarios de Abogados: \$332,500.00
- Gastos del Litigio: \$20,000.00
- Gastos de Administración del Acuerdo: \$20,000.00
- Asignación Adicional para el Representante de la Clase. \$10,000.00
- Pago en virtud de PAGA a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral (“LWDA” por sus siglas en inglés): \$30,000.00, que representan su parte del pago del acuerdo por los reclamos en virtud de PAGA efectuados de conformidad con el Código de Trabajo, § 2699.

Tras estas deducciones, y en la medida en que la Corte apruebe estas sumas, se estima que habrá aproximadamente \$537,500.00 disponibles para pagos a los miembros de la clase que reciban el presente aviso (“Suma Neta del Acuerdo”). Estas sumas pueden cambiar y están sujetas a la aprobación de la Corte.

Según los registros de WFS Express, el número total de períodos de pago que usted trabajó como empleado no exento de WFS Express en California entre el 1° de enero de 2017 y el 31 de julio de 2021 (el “Período de la Clase”) es «Pay_Periods». Sobre la base de esta cifra, se estima que la suma de su pago individual del acuerdo asciende a «Est_Set_Amt».

La suma efectiva del pago individual del acuerdo que reciba podría terminar siendo inferior a esta suma, dependiendo de los términos del acuerdo final aprobado por la Corte.

Si usted no está de acuerdo con la información relativa a períodos de pago arriba indicada y desearía que alguien más evaluara la cuestión, por favor siga el procedimiento abajo descrito en la Sección 6.

Todos los pagos individuales del acuerdo serán tratados como sigue: 33 1/3% como salarios, a ser reportados en formularios W-2 del IRS, y 33 1/3% como sanciones y 33 1/3% como intereses, a ser reportados en formularios 1099 del IRS. Los Miembros de la Clase del Acuerdo son responsables del pago apropiado de cualesquiera impuestos federales, estatales y/o locales sobre la renta/ingresos o salarios debidos sobre los pagos individuales del acuerdo que reciban. Las cuestiones fiscales de cada Miembro de la Clase del Acuerdo aplican de forma individual a dicho Miembro de la Clase del Acuerdo. Se le aconseja que obtenga asesoramiento fiscal de su propio asesor fiscal con respecto a cualesquiera pagos resultantes del presente acuerdo. El presente Aviso no constituye asesoramiento jurídico o fiscal en relación con ningún tipo de cuestión federal, estatal y/o local, y nada de lo contenido en el presente Aviso pretende ser ni debería ser utilizado como asesoramiento por ninguna persona para fines dirigidos a evitar cualesquiera obligaciones fiscales o sanciones fiscales.

6. ¿Qué ocurre si estoy en desacuerdo con la información o el número de períodos de pago arriba mostrados?

Si considera que la información contenida en el aviso en relación con el número de períodos de pago arriba indicado es incorrecta, puede proporcionar documentación y/o una explicación al Administrador del Acuerdo para respaldar su reclamo de un número diferente de períodos de pago. Debe adjuntar cualquier documentación relevante al efecto. Debe enviar por correo o fax su carta a:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Fax: (949) 209-2503

Debe enviar esta información antes del **19 de febrero de 2022**. El Administrador del Acuerdo consultará con los Abogados de la Clase y los Abogados de WFS Express de buena fe para determinar si se justifica un ajuste en el número de períodos de pago. La determinación del Administrador del Acuerdo respecto al número de períodos de pago atribuidos a cada Miembro de la Clase del Acuerdo a los efectos del presente acuerdo será vinculante para los Miembros de la Clase del Acuerdo. Todas las disputas enviadas al Administrador del Acuerdo, las pruebas enviadas que sean pertinentes, y cualquier resolución de tales disputas serán registradas ante la Corte. La Corte tendrá derecho a evaluar y revocar cualquier decisión tomada por el Administrador del Acuerdo.

7. ¿Qué tengo que hacer para recibir una parte del acuerdo?

Si desea recibir un pago en virtud de los términos del presente acuerdo, **no tiene que hacer nada**. Sin embargo, es aconsejable que confirme su dirección postal actual con el Administrador del Acuerdo para asegurar que reciba su parte del acuerdo. Si se muda, debe notificar su nueva dirección al Administrador del Acuerdo. Estará cubierto por el descargo resumido en la Sección 8 más abajo.

8. ¿A qué derechos estoy renunciando?

Los reclamos que descargará no haciendo nada y participando en el acuerdo incluyen reclamos sobre la base de los hechos alegados en la demanda, incluyendo, sin limitación, no pagar salarios mínimos y por horas extra, no proporcionar períodos de comida y descanso y pagos de primas asociados, no pagar a tiempo salarios durante el empleo y a la finalización del mismo, no proporcionar estados salariales conformes con la normativa vigente, no mantener registros salariales completos y precisos, y no reembolsar gastos profesionales necesarios. En concreto, el descargo establece lo siguiente:

Si es aprobado finalmente por la Corte, cada Miembro de la Clase del Acuerdo que no solicite ser excluido del Acuerdo quedará obligado por todos los términos del Acuerdo, incluyendo un descargo de todos los reclamos que se hayan hecho valer, o se pudieran haber hecho valer, de forma razonable, o que se hubieran alegado, o se pudieran haber alegado, en el Litigio acumulados durante el Período de la Clase del Acuerdo sobre la base de los hechos alegados en la demanda operativa registrada, incluyendo: cualesquiera reclamos y daños derivados de los hechos alegados en las demandas operativas del Demandante por daños, incluyendo la violación alegada por parte del Demandado del Código de Negocios y Profesiones de California, Secciones 17200, *et seq.* por, *inter alia*, no pagar salarios mínimos y por horas extra, no proporcionar períodos de comida y descanso y pagos de primas asociados, no pagar a tiempo salarios durante el empleo y a la finalización del mismo, no proporcionar estados salariales conformes con la normativa vigente, no mantener registros salariales completos y precisos, y no reembolsar gastos profesionales necesarios, así como reclamos por no pagar salarios mínimos, no pagar salarios por horas extra, no proporcionar períodos de comida y descanso, no proporcionar estados salariales detallados precisos y prácticas comerciales desleales, de forma presunta, por parte del Demandado, derivadas de estas violaciones alegadas del Código de Trabajo. (“Reclamos Descargados”).

Este descargo incluye asimismo un descargo de todos los reclamos por honorarios y gastos de abogados en que hayan incurrido los Miembros de la Clase del Acuerdo o los Abogados de la Clase en relación con la demanda y el acuerdo, excepto que se estipule otra cosa en el acuerdo de liquidación.

9. ¿Qué ocurre si no quiero participar?

Cualquiera que no desee participar en el acuerdo puede solicitar ser excluido (“optar por ser excluido”) completando, firmando y enviando por correo/fax una carta indicando que no desea participar en el acuerdo al Administrador del Acuerdo, Phoenix Settlement Administrators, a la siguiente dirección antes del **19 de febrero de 2022**.

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Fax: (949) 209-2503

Su carta debe incluir (1) su nombre completo y los cuatro últimos dígitos de su Número del Seguro Social; (2) una declaración indicando claramente que solicita ser excluido del acuerdo; (3) su firma; y (4) debe estar matasellada o ser remitida por fax con constancia de envío no más tarde del **19 de febrero de 2022**.

Si su solicitud de exclusión está matasellada o es enviada por fax después del **19 de febrero de 2022**, será rechazada por haber sido enviada fuera de plazo, se considerará que usted es un Miembro de la Clase del Acuerdo y quedará obligado por los términos del acuerdo y el descargo. Quienes envíen una solicitud de exclusión válida y a tiempo no serán considerados Miembros de la Clase del Acuerdo y no recibirán ningún pago como parte del presente acuerdo. Dichas personas mantendrán cualquier derecho que tengan a demandar a WFS Express de forma separada por los mismos reclamos efectuados en esta demanda.

10. ¿Qué ocurre si tengo una objeción?

Los miembros de la clase pueden oponerse al acuerdo por escrito. Las objeciones escritas y toda la documentación acreditativa deben ser enviadas al Administrador del Acuerdo por correo o fax no más tarde del **19 de febrero de 2022**. Para que las objeciones escritas sean válidas, usted debe indicar (1) su nombre completo, (2) los motivos/razones de su objeción; y (3) su firma.

La Corte se pronunciará con respecto a cualesquiera objeciones en la Audiencia de Aprobación Final. Si su objeción es desestimada en la Audiencia de Aprobación Final, usted seguirá estando obligado por los términos de este acuerdo y recibirá un pago del acuerdo. La Audiencia de Aprobación Final se celebrará en el Depart. 53 de la Corte Superior del Condado de Sacramento, Palacio de Justicia, ubicada en 813 Sixth Street, 2nd Floor, Sacramento, California el 9 de marzo de 2022, a las 1:30 p.m. (Hora del Pacífico).

11. ¿Necesito un abogado? ¿Quiénes son los abogados en este caso?

Usted no necesita contratar a su propio abogado porque los Abogados de la Clase trabajan en su nombre. Sin embargo, si quiere tener su propio abogado, puede contratarlo corriendo con los gastos que se deriven.

A continuación se indican los Abogados de la Clase:

Larry W. Lee (No. de Colegiado del Estado
228175)
Mai Tulyathan (No. de Colegiado del Estado
316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 fax

12. ¿Qué ocurre a continuación en el caso?

El acuerdo solamente ha recibido la aprobación preliminar. La Corte celebrará una audiencia en el Depart. 53 de la Corte Superior del Condado de Sacramento, Palacio de Justicia, ubicada en 813 Sixth Street, 2nd Floor, Sacramento, California el 9 de marzo de 2022, a las 1:30 p.m. (Hora del Pacífico), para pronunciarse con respecto a las objeciones y determinar si el acuerdo debería ser aprobado finalmente como justo, razonable y adecuado. Se pedirá asimismo a la Corte que apruebe la solicitud de honorarios y gastos de abogados de los Abogados de la Clase, la Asignación Adicional para el Demandante, y los gastos de administración del acuerdo. En la Audiencia de Aprobación Final, la Corte escuchará los argumentos a favor y en contra del acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no se requiere que lo haga. Usted también tiene derecho a contratar un abogado (debiendo correr con los gastos que se deriven) para que le represente, o comparecer y representarse a sí mismo ante la Corte. La audiencia puede ser aplazada sin previo aviso. No es necesario que usted comparezca en esta audiencia.

13. ¿Cómo puedo recibir más información?

Este aviso proporciona un resumen de los términos básicos del acuerdo. Si desea obtener información adicional, puede llamar por teléfono a Phoenix Settlement Administrators al (800) 523-5773 o a los Abogados de la Clase (arriba indicados). También puede revisar el acuerdo de liquidación, que está registrado en la oficina del Secretario Judicial de la Corte Superior del Condado de Sacramento, Palacio de Justicia, 813 Sixth Street, Sacramento, California. Puede revisar el acuerdo de liquidación y los documentos del acuerdo registrados en este caso *online* sin ningún costo a través del sitio web del Administrador del Acuerdo en <http://www.phoenixclassaction.com/walker-v-wfs-express/>.

TODAS LAS CONSULTAS RELACIONADAS CON ESTE LITIGIO DEBERÍAN EFECTUARSE A LOS ABOGADOS DEL DEMANDANTE: Larry W. Lee y Mai Tulyathan de Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Teléfono: (213) 488-6555.

Por favor no llame por teléfono a la Corte, la Oficina del Secretario Judicial, ni a los abogados de WFS Express para obtener información en relación con este acuerdo.

Exhibit B



CASE ASSUMPTIONS	
Class Members	2400
Total Claims Processed	2400
Underliverable	15%
Subtotal Admin Only	\$19,500.00
Will Not Exceed:	\$19,500.00
Price good for scope of quote	

August 16, 2021

Case: Walker v. WFS Express, Inc., Opt-Out wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 2300 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/Website/Translation				
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate	
Programming Manager	\$125.00	3	\$375.00	
Programming Database & Setup	\$125.00	3	\$375.00	
Toll Free Phone Setup*	\$115.00	1	\$115.00	
Call Center & Long Distance	\$2.50	240	\$600.00	
NCOA (USPS)	\$650.00	1	\$650.00	
Static Website	\$215.00	1	\$215.00	
Language Translation	\$1,000.00	1	\$1,000.00	
		Total	\$3,330.00	

* Up to 120 days after disbursement

Data Merger & Scrub / Notice, Claim Form, Opt-Out Form & Postage				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Notice Packet Formatting	\$125.00	3	\$375.00	
Print Setup of Notice	\$125.00	4	\$500.00	
Notice Package, All Related Documents	\$1.00	2,400	\$2,400.00	
Estimated Postage (up to 2 oz.)*	\$0.56	2,400	\$1,344.00	
		Total	\$4,619.00	

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



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Associate	\$55.00	4	\$220.00	
Skip Tracing Undeliverables	\$1.00	360	\$360.00	
Remail Notice Packets	\$2.00	360	\$720.00	
Estimated Postage	\$0.70	360	\$252.00	
Programming Undeliverables	\$50.00	2	\$100.00	
Total			\$1,652.00	

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Claims Database Setup	\$125.00	3	\$375.00	
Case Associate	\$55.00	3	\$165.00	
Opt-Outs/Deficiency/Dispute Letters	\$1.50	60	\$90.00	
Case Manager	\$85.00	3	\$255.00	
Total			\$885.00	

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks/ Reminder Postcard				
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate	
Programming Calculations	\$125.00	3	\$375.00	
Disbursement Review	\$125.00	3	\$375.00	
Programming Manager	\$125.00	3	\$375.00	
QSF Bank Account, Fees & EIN	\$150.00	1	\$150.00	
Check/W2/1099 Run Setup & Printing	\$100.00	3	\$300.00	
Mail Class Checks /W2/1099	\$1.00	2,400	\$2,400.00	
Estimated Postage Checks/W2/1099	\$0.56	2,400	\$1,344.00	
Total			\$5,319.00	

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



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Supervisor	\$125.00	3	\$375.00	
Case Associate	\$55.00	3	\$165.00	
Reconcile Uncashed Checks	\$85.00	3	\$255.00	
Conclusion Reports	\$125.00	2	\$250.00	
Case Manager Conclusion	\$85.00	2	\$170.00	
Final Reporting & Declarations	\$150.00	2	\$300.00	
Uncashed Check Due Diligence Notice Filing and Postage	\$2.00	240	\$480.00	
Annual QSF Tax Filing	\$150.00	3	\$450.00	
IRS Class Member Annual Tax Reporting State Tax Reporting Included	\$1,250.00	1	\$1,250.00	
Total			\$3,695.00	

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

Estimate Total: \$19,500.00



TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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