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Attorneys for Plaintiff Javier Santiago, individually
and on behalf of all others similarly situated
and as a representative of aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAVIER SANTIAGO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS INC., a Delaware
corporation; UNIVAR SOLUTIONS USA,
INC., a Washington corporation; and DOES 1
through 25,

Defendants.

Case No.: 21STCV25600

*Assigned for all purposes to Hon. Stuart
M. Rice, SSC-1*

**DECLARATION OF PHOENIX
SETTLEMENT ADMINISTRATORS
IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
ACTION SETTLEMENT**

Date: February 6, 2023

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: July 13, 2021

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1 5. Phoenix prepared a draft of the Notice for mailing to Class Members and
2 received approval of the draft from the parties. The Notice is comprised of five (5) pages in
3 English and five (5) in Spanish.

4 6. On October 17, 2022, Phoenix received the data files from counsel for
5 Defendants Univar Solutions Inc. and Univar Solutions USA (“Univar” or “Defendants”)
6 containing the name, last known address, telephone number, social security number, and dates
7 of employment and final bi-weekly pay for each class member. The final mailing list
8 contained five hundred sixty-nine (569) Class Members.

9 7. On October 18, 2022, Phoenix conducted a National Change of Address
10 (NCOA) search in an attempt to update the class list of addresses as accurately as possible. A
11 search of this database provides updated addresses for any individual who has moved in the
12 previous four years and notified the U.S. Postal Service of his or her change of address. A
13 total of fifty-three (53) addresses were updated based on the NCOA search.

14 8. On October 27, 2022, Phoenix mailed the Notice via U.S. first class mail to all
15 five hundred sixty-nine (569) Class Members on the Class List. A true and correct copy of the
16 mailed Notice is attached hereto as **Exhibit A**.

17 9. As of the date of this Declaration, three (3) Notices have been returned to
18 Phoenix, all of those were traced to locate a current mailing address using TransUnion TLOxp,
19 one of the most comprehensive address databases available for skip tracing. All of the three
20 (3) Notices that were skip traced were promptly re-mailed to those Class Members via first
21 class mail.

22 10. As of the date of this Declaration, one of the Notices is considered
23 undeliverable.

24 11. As of the date of this Declaration, Phoenix has received no requests for
25 exclusion. The deadline for Class Members to have submitted an “Opt-Out” request was
26 December 12, 2022.

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1 12. As of the date of this Declaration, Phoenix has not received any objections to
2 the settlement. The deadline for Class Members to have submitted an “Objection” to the
3 Settlement was December 12, 2022.

4 13. As of the date of this Declaration, there are no outstanding disputes regarding
5 the settlement.

6 14. Phoenix has been emailing reports informing counsel of the status of the
7 administration. A true and correct copy of the most recent weekly report is attached hereto in
8 **Exhibit B.**

9 15. Phoenix has calculated the amount to be distributed to the members of the
10 Settlement Class if the Court grants final approval. For the Class settlement payments, we
11 determined each Settlement Class Member’s “Individual Workweek Number” by adding the
12 total number of Qualifying Workweeks. We then determined the total of all of the Individual
13 Workweek Numbers of all the Settlement Class Members (the “Aggregate Workweek
14 Number.”) Each Class Member’s “Payout Ratio” was determined by dividing his or her
15 Individual Workweek Number by the Aggregate Workweek Number. The “Total Potential
16 Settlement Award” for each Class Member was then calculated by multiplying the Payout
17 Ratio by the Net Settlement Amount. The amount of the individual settlement payment was
18 then indicated on each Class Member’s Notice.

19 16. Phoenix has also calculated the amounts to be divided among and distributed
20 to all PAGA Employees based upon the number of Qualifying Workweeks that they worked
21 during the PAGA Period pursuant to the following formula:

22 (Individual PAGA Employee’s Qualifying Workweeks during PAGA Period ÷ All
23 PAGA Employees’ Qualifying Workweeks during PAGA Period) x \$25,000

24 17. Based on these calculations, I determined that the class settlement payments
25 will range from a low of \$21.94 to a high of \$5,725.17 (prior to any tax withholdings), and
26 the average settlement payment will be in the amount of approximately \$2,967.20. The PAGA
27 settlement payments will range from a low of \$1.52 to a high of \$83.85, and the average
28 PAGA settlement payment will be in the amount of approximately \$60.68. The payments to

1 Settlement Class Members will be characterized as one-third wages, to be reported on a W-2
2 form, one-third penalties and one-third interest, to be reported on an IRS Form 1099. Shares
3 of the PAGA Employee Portion shall be exclusively 1099 income.

4 18. Phoenix will charge \$10,000 for administration fees. This includes all costs
5 incurred to date, as well as estimated costs involved in completing the settlement. A true and
6 correct copy of Phoenix's invoice is attached hereto as **Exhibit C**.

7 19. On October 27, 2022, Phoenix established a dedicated Settlement website,
8 ([www.http://www.phoenixclassaction.com/univar-solutions-inc/](http://www.phoenixclassaction.com/univar-solutions-inc/).) to provide easy and
9 immediate access to information regarding the Settlement. A copy of the Notice along with
10 other related Court documents pertaining to this proposed Settlement—including the First
11 Amended Stipulation of Class Action and PAGA Settlement and Preliminary Approval
12 Order—were posted on the Settlement website. The signed Final Order and Judgment will
13 also be posted to this dedicated website for Class Members to review.

14 20. If additional timely objections or requests for exclusion are received after the
15 date of this Declaration, Phoenix will submit a supplemental declaration to the Court.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct, and that this Declaration was executed on January 4, 2023, at
18 Orange, California.

19
20 
21 Jarrod Salinas

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Santiago v. Univar Solutions, Inc., et al., Los Angeles Superior Court Case No. 21STCV25600

If you have been employed in California by Univar Solutions Inc. or Univar Solutions USA Inc. as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Los Angeles County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for Univar Solutions Inc. and/or Univar Solutions USA Inc. (“Defendants” or “Univar”) in California during the Class Period (July 13, 2017, through June 22, 2022). A hearing to determine whether the settlement should receive the Court’s final approval will be held on February 6, 2023, at 10:00 a.m. in Department 1 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than December 12, 2022, otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Defendants, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Univar’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for Univar in California between July 13, 2017, and June 22, 2022. You are receiving this notice because, according to Univar’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

A former employee of Univar filed a class action against Univar in the Los Angeles Superior Court. The case is called *Santiago v. Univar Solutions, Inc., et al.*, Case No. 21STCV25600 (the “Action”). The Action alleges that Plaintiff and the other non-exempt employees of Defendants were not paid for all of their work, were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, were not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiff’s First Amended Complaint alleges causes of action for: (1) failure to pay for all time worked; (2) failure to pay overtime; (3) failure to provide meal and rest breaks; (4) failure to provide accurate wage statements; (5) failure to reimburse necessary expenditures; (6) violation of the Unfair Practices Act; (7) failure to pay all wages owed at termination; (8) failure to comply with employee request for records; and (9) recovery of civil penalties under PAGA.

Univar denies all of Plaintiff’s allegations and denies any wrongdoing. Among other things, Univar contends that all employees have been properly compensated and that Univar complied with all applicable laws.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by Univar. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for February 6, 2023, at 10:30 a.m. (the “Final Approval Hearing”).

FOR MORE INFORMATION CALL 1-800-523-5773

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the class (“Class Counsel”) are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Galen Shimoda Shimoda Law Corp. 9401 E. Stockton Blvd., Suite 200 Elk Grove, CA 95624 Telephone: (916) 525-0716 Facsimile: (916) 760-3733
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Attorneys representing Univar are:

Rebecca Aragon James Becerra Littler Mendelson, P.C. 633 West Fifth Street, 63 rd Floor, Los Angeles, CA 90017 Telephone: (213) 443-4300 Facsimile: (213) 443-4299

5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the First Amended Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www.phoenixclassaction.com/univar-solutions-inc/.

Univar has agreed to pay \$2,750,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, a service and release award to the Plaintiff, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$1,688,334, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys’ Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$916,666 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys’ fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award in an amount not to exceed \$10,000, in addition to the amount he will receive as a member of the class and/or as a PAGA Employee, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to Univar. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$10,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payments for PAGA Penalties: Subject to the Court’s approval, a total of \$100,000 will be deducted from the Gross Settlement Amount and allocated to settle allegations that Defendants owe penalties to the state for alleged violations of the California Labor Code. Of this amount, \$75,000 (75%) will be paid to the California Labor & Workforce Development Agency (“LWDA”). The other 25%, which is \$25,000, will be distributed to class members who worked for Univar at any time during the PAGA Period, which is from July 13, 2020, through June 22, 2022 (“PAGA Employees”). Each PAGA Employee’s portion of the \$25,000 in penalties will be calculated by dividing the individual’s number of pay periods during the PAGA Period by the total number of pay periods worked during the PAGA Period by all Class Members and multiplying the resulting fraction by \$25,000.

FOR MORE INFORMATION CALL 1-800-523-5773

(e) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for Defendants during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Univar's records, you worked a total of «Total_Weeks» qualifying workweeks during the Class Period as a Class Member. Univar's records also show that you worked a total of «PAGA_Pay_Periods» pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately «Est_Set_Amt». This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided, and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name, and you will need to contact that agency to obtain your funds. For tax purposes, your Class settlement payment will be considered one-third as wages, to be reported as W-2 income, to be reported on a W-2 form, one-third as interest and one-third as penalties and reimbursement, which will both be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Amount will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release Univar and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories arising during the Class Period that were alleged in the Complaint or could have been alleged from the factual or legal theories alleged in the Complaint, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The Release Period for the Released Claims shall be the Class Period.

B. Release by Class Members who worked for Univar During the PAGA Period.

If you worked for Univar at any time from July 13, 2020 through June 22, 2022, you will receive a payment that is your share of the PAGA Employee Portion and you will release Univar and all of its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from any and all PAGA claims, causes of action and legal theories for recovery of civil penalties asserted in the Complaint or Plaintiff's July 13, 2021 letter to California's Labor and Workforce Development Agency ("PAGA Letter"), as well as PAGA claims, causes of action and legal theories that could have been asserted in the Complaint or PAGA Letter that are based upon the same or similar facts, allegations and/or claims, including, without limitation, PAGA claims for violations of or based on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194.2, 1197, 1197.1, and 2802. PAGA Employees shall not waive section 1542 of the California Civil Code, which occurred during the PAGA Period. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the settlement class, you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks or pay periods attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address, and telephone number, and must identify this case (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **December 12, 2022**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **December 12, 2022**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **December 12, 2022**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Univar.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for Univar at any time between July 13, 2020, and June 22, 2022, you would still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objection to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objection is **December 12, 2022**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

The Court will hear from any class member who attends the Final Approval Hearing and asks to speak about his or her objection, even if the class member did not submit a written objection.

(e) You Can Attend the Final Approval Hearing

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on February 6, 2023, at 10:30 a.m., in Department 1 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by audio or video. Please review the Court's website at <https://my.lacourt.org/laccwelcome> and choose the "Civil" option for directions.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www.phoenixclassaction.com/univar-solutions-inc/ or you may contact the Settlement Administrator as follows:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: 1-800-523-5773
Facsimile: 949-209-2503
Email: Notice@phoenixclassaction.com
Website: www.phoenixclassaction.com/univar-solutions-inc/

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, effective Monday, April 4, 2022, face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-523-5773

**NOTIFICACIÓN DE LA PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y FECHA DE LA
AUDIENCIA PARA LA APROBACIÓN DEL TRIBUNAL**

Santiago contra Univar Solutions, Inc. y otros, Tribunal Superior de Los Ángeles, Caso nº 21STCV25600

**Si ha sido empleado en California por Univar Solutions Inc. o Univar Solutions USA Inc.
como empleado no exento, puede tener derecho a recibir dinero de un acuerdo de
demanda colectiva.**

*El Tribunal Superior del Condado de Los Ángeles autorizó esta notificación.
Esto no es una solicitud de un abogado.*

ESTE AVISO PUEDE AFECTAR A SUS DERECHOS. POR FAVOR, LÉALO DETENIDAMENTE.

Usted está recibiendo este Aviso porque el Tribunal Superior del Condado de Los Ángeles ha aprobado preliminarmente una propuesta de acuerdo en una demanda colectiva presentada en nombre de todos los empleados no exentos que trabajaron para Univar Solutions Inc. y/o Univar Solutions USA Inc. ("Demandados" o "Univar") en California durante el Período de la Clase (del 13 de julio de 2017 al 22 de junio de 2022). El 6 de febrero de 2023, a las 10:00 horas, se celebrará una audiencia para determinar si el acuerdo debe recibir la aprobación final del Tribunal en el Departamento 1 del Tribunal Superior del Condado de Los Ángeles, que se encuentra en 312 N. Spring Street, Los Ángeles, CA 90012.

Este Aviso explica la propuesta de acuerdo y proporciona una estimación de la cantidad de dinero que recibirá como pago del acuerdo si no se excluye del mismo. Si no desea formar parte de la clase del acuerdo, debe presentar una Solicitud de Exclusión (descrita en la Sección 9, a continuación) a más tardar el 12 de diciembre de 2022, de lo contrario estará obligado por los términos del acuerdo, incluyendo la liberación de ciertas reclamaciones que pueda tener contra los Demandados, como se describe en la Sección 8 de este Aviso.

1. OBJETIVO DE ESTE AVISO

El Tribunal ha ordenado que se le envíe este aviso porque ha sido identificado como miembro del grupo por los registros de Univar. El propósito de este aviso es proporcionarle información sobre la demanda y el acuerdo propuesto y aconsejarle sobre sus opciones.

2. PERSONA CON DERECHO A RECIBIR UN PAGO DE LIQUIDACIÓN

Las personas elegibles para recibir un pago del acuerdo son todos los empleados no exentos que trabajaron para Univar en California entre el 13 de julio de 2017 y el 22 de junio de 2022. Usted recibe este aviso porque, según los registros de Univar, puede ser elegible para participar en el acuerdo.

3. DESCRIPCIÓN DE LA ACCIÓN

Un antiguo empleado de Univar presentó una demanda colectiva contra Univar en el Tribunal Superior de Los Ángeles. El caso se llama *Santiago v. Univar Solutions, Inc. y otros*, Caso No. 21STCV25600 (la "Acción"). La Acción alega que el Demandante y a los otros empleados no exentos de los Demandados no fueron pagados por todo su trabajo, no fueron pagados todos los salarios por horas extras que se debían, no se les proporcionó descansos y comidas conformes, no se les proporcionó declaraciones salariales conformes, no se les reembolsó por sus gastos necesarios, y no se les pagó todas las cantidades debidas a la separación. Sobre la base de estos hechos y otros, la Primera Demanda Enmendada del Demandante alega causas de acción por: (1) no pagar todo el tiempo trabajado; (2) no pagar las horas extras; (3) no proporcionar pausas para comer y descansar; (4) no proporcionar declaraciones salariales precisas; (5) no reembolsar los gastos necesarios; (6) violación de la Ley de Prácticas Desleales; (7) no pagar todos los salarios adeudados al momento de la separación; (8) no cumplir con la solicitud de registros de los empleados; y (9) recuperación de sanciones civiles bajo PAGA.

Univar niega todas las alegaciones de la demandante y niega haber actuado mal. Entre otras cosas, Univar sostiene que todos los empleados han sido debidamente compensados y que Univar cumplió con todas las leyes aplicables.

El Tribunal no se ha pronunciado sobre el fondo de las supuestas reclamaciones, ni sobre las defensas alegadas por Univar. El Tribunal ha aprobado de forma preliminar el acuerdo propuesto. El Tribunal decidirá si da la aprobación final al acuerdo en una audiencia programada para el 6 de febrero de 2023, a las 10:30 a. m. (la "Audiencia de Aprobación Final").

PARA MÁS INFORMACIÓN LLAME AL 1-800-523-5773

4. ¿QUIÉNES SON LOS ABOGADOS QUE REPRESENTAN A LAS PARTES?

Los abogados que representan a la demandante y al grupo ("Abogados del grupo") son:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Teléfono: (818) 290-7461 Facsímil: (818) 918-2316	Galen Shimoda Shimoda Law Corp. 9401 E. Stockton Blvd., Suite 200 Elk Grove, CA 95624 Teléfono: (916) 525-0716 Facsímil: (916) 760-3733
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Los abogados que representan a Univar son:

Rebecca Aragon James Becerra Littler Mendelson, P.C. 633 West Fifth Street, 63 rd Floor, Los Angeles, CA 90017 Teléfono: (213) 443-4300 Facsímil: (213) 443-4299

5. LOS TÉRMINOS DEL ACUERDO PROPUESTO

Lo que sigue es un resumen del acuerdo. Los términos específicos y completos del Acuerdo propuesto se encuentran en la Primera Estipulación Modificada de Acción Colectiva y Acuerdo PAGA ("Acuerdo del Acuerdo"), una copia de la cual se ha presentado ante el Tribunal. Puede obtener una copia del Acuerdo de Conciliación del Administrador del Acuerdo o revisarlo en el siguiente sitio web: www.phoenixclassaction.com/univar-solutions-inc/.

Univar ha acordado pagar \$2,750,000 para liquidar todas las obligaciones por las reclamaciones alegadas en la Acción. Esta cantidad se denomina Importe bruto del acuerdo. Como se comenta más adelante, el Importe Bruto del Acuerdo se utilizará para cubrir todos los pagos a la clase del acuerdo, los costes de administración del acuerdo, los honorarios y costes de los abogados, un premio de servicio y liberación para el Demandante, y los fondos que se deben al estado de California y a los Empleados de PAGA en la liquidación de las reclamaciones de PAGA por sanciones. La cantidad restante (denominada Cantidad Neta del Acuerdo), aproximadamente \$1,688,334, se distribuirá entre los miembros de la clase que no presenten oportunamente Solicitudes de Exclusión, como se discute a continuación.

(a) Honorarios y Costas de los Abogados: Los Abogados de la Clase han trabajado en este asunto sin compensación y han adelantado fondos para pagar los gastos necesarios para procesar la Acción. En consecuencia, según el acuerdo, los Abogados del Grupo pueden solicitar una cantidad que no supere los \$916,666 para compensarles por su trabajo en el caso, más sus costes y gastos razonables y reales incurridos en el litigio, que no superarán los \$25,000. Sujeto a la aprobación del tribunal, los honorarios y costos de los abogados se deducirán del Monto Bruto del Acuerdo.

(b) Adjudicación de servicio y liberación: El Demandante solicita una adjudicación de servicio y descargo por una cantidad que no exceda de \$10,000, además de la cantidad que recibirá como miembro de la clase y/o como Empleado PAGA, para compensarle por someterse a la carga y el gasto de procesar la acción y por el descargo más amplio de las reclamaciones que debe proporcionar a Univar. Sujeto a la aprobación del tribunal, la indemnización por servicio y liberación se deducirá del Monto Bruto del Acuerdo.

(c) Costes de administración del acuerdo: El administrador del acuerdo, Phoenix Settlement Administrators, ha informado a las partes que los costes de administración del acuerdo no superarán los \$10,000. Sujeto a la aprobación del tribunal, los costos de administración del acuerdo se deducirán del Monto Bruto del Acuerdo.

(d) Pagos por sanciones PAGA: Sujeto a la aprobación del Tribunal, un total de \$100,000 se deducirá del Monto Bruto del Acuerdo y se asignará para resolver las alegaciones de que los Demandados deben sanciones al estado por supuestas violaciones del Código Laboral de California. De esta cantidad, \$75,000 (el 75%) se pagarán a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA"). El otro 25%, es decir, \$25,000, se distribuirá entre los miembros de la clase que trabajaron para Univar en cualquier momento durante el Período PAGA, que va del 13 de julio de 2020 al 22 de junio de 2022 ("Empleados PAGA"). La porción de cada Empleado PAGA de los \$25,000 en sanciones se calculará dividiendo el número de períodos de pago del individuo durante el Período PAGA por el número total de períodos de pago trabajados durante el Período PAGA por todos los Miembros de la Clase y multiplicando la fracción resultante por \$25,000.

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(e) Pagos a los miembros del grupo de demandantes: El resto del Monto Bruto del Acuerdo (denominado Monto Neto del Acuerdo) se distribuirá entre los miembros de la clase que no se excluyan del acuerdo (denominados Miembros de la Clase del Acuerdo). El importe de la parte del Monto Neto del Acuerdo que le corresponde a cada Miembro de la Clase se calculará dividiendo el número total de semanas de trabajo calificadas trabajadas por el Miembro de la Clase durante el Período de la Clase por el número total de semanas de trabajo calificadas trabajadas por todos los Miembros de la Clase durante el Período de la Clase y multiplicando esa fracción por el Monto Neto del Acuerdo. Una semana de trabajo calificada es una semana completa o parcial que un miembro de la clase trabajó para los Demandados durante el Período de la Clase.

6. LO QUE RECIBIRÁ EN VIRTUD DEL ACUERDO

De acuerdo con los registros de Univar, usted trabajó un total de «Total_Weeks» semanas laborales calificadas durante el Período de la Clase como Miembro de la Clase. Los registros de Univar también muestran que usted trabajó un total de «PAGA_Pay_Periods» períodos de pago durante el Período PAGA. En base a esta información, según el acuerdo, usted recibirá aproximadamente «Est_Set_Amt». Esta cantidad puede aumentar o disminuir en base a varios factores, incluyendo el número de miembros de la clase que presenten Solicitudes de Exclusión, las cantidades aprobadas por el Tribunal para los honorarios y costos de los abogados, los costos de administración del acuerdo, la adjudicación de servicio y liberación al Demandante, el pago a la LWDA, y las disputas de otros miembros de la clase con respecto a sus semanas de trabajo calificadas durante el Período de la Clase.

Para recibir su pago de liquidación, no necesita hacer nada. Recibirá el pago del acuerdo a menos que se excluya del mismo.

7. CALENDARIO DE PAGOS

El Administrador del Acuerdo enviará los cheques del acuerdo a los miembros del grupo después de que el acuerdo sea aprobado definitivamente por el Tribunal. Usted tendrá 180 días después de que el Administrador del Acuerdo envíe su cheque de conciliación para cobrarlo; de lo contrario, será anulado, y el monto de su pago de conciliación será enviado al Contralor del Estado de California como propiedad no reclamada a su nombre, y usted tendrá que ponerse en contacto con esa agencia para obtener sus fondos. A efectos fiscales, el pago de su acuerdo colectivo se considerará un tercio como salario, que se declarará como ingreso W-2, que se declarará en un formulario W-2, un tercio como intereses y un tercio como penalizaciones y reembolsos, que se declararán en un formulario 1099 del IRS. Si usted también es un empleado PAGA, su parte de la cantidad PAGA será reportada en un formulario 1099 del IRS. Nada en este Aviso debe interpretarse como un asesoramiento fiscal. Debe consultar con su asesor fiscal sobre las consecuencias fiscales del pago que reciba.

8. LIBERACIÓN DE RECLAMACIONES

A. Liberación por parte de los Miembros del Grupo que no se excluyan del Acuerdo.

A menos que presente una Solicitud de exclusión válida (descrita más adelante en la Sección 9), liberará a Univar y a sus funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversores, accionistas, administradores, empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios, y socios de empresas conjuntas de todas las causas de acción y teorías de hecho o legales que surjan durante el Período de la Clase y que fueron alegadas en la Demanda o podrían haber sido alegadas a partir de las teorías de hecho o legales alegadas en la Demanda, incluyendo todos los daños, sanciones, intereses y otras cantidades recuperables bajo dichas demandas, causas de acción o teorías legales de reparación. El Período de Liberación para las Reclamaciones Liberadas será el Período de la Clase.

B. Liberación por parte de los miembros de la clase que trabajaron para Univar durante el período PAGA.

Si usted trabajó para Univar en cualquier momento desde el 13 de julio de 2020 hasta 22 de junio de 2022, recibirá un pago que es su parte de la Porción del Empleado de PAGA y liberará a Univar y a todos sus funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversionistas, accionistas, administradores, empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas pasadas, presentes y/o futuras de cualquiera y todas las reclamaciones de PAGA, causas de acción y teorías legales para la recuperación de sanciones civiles afirmadas en la Demanda o en la carta del 13 de julio de 2021 del Demandante a la Agencia de Desarrollo Laboral de California ("Carta PAGA"), así como las reclamaciones PAGA, causas de acción y teorías legales que podrían haber sido afirmadas en la Demanda o en la Carta PAGA que se basan en los mismos o similares hechos, alegaciones y/o reclamaciones, incluyendo, sin limitación, las reclamaciones PAGA por violaciones de o basadas en las siguientes secciones del Código Laboral de California: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194.2, 1197, 1197.1 y 2802. Los empleados de PAGA no renunciarán a la sección 1542 del Código Civil de California, que se produjo durante el período de PAGA. No pueden excluirse de esta exención.

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9. SUS OPCIONES

Como miembro del grupo de conciliación, tiene cuatro opciones. Cada opción afectará a sus derechos, que debe comprender antes de tomar su decisión. A continuación se explican sus derechos en relación con cada opción y el procedimiento que debe seguir para elegir cada una de ellas:

(a) No hacer nada.

Si no hace nada, seguirá siendo miembro de la clase del acuerdo y recibirá un pago del acuerdo. También quedará obligado por la exención de reclamaciones establecida en la Sección 8(A) anterior. El pago seguirá siendo válido y negociable durante ciento ochenta (180) días a partir de la fecha de emisión. Este plazo para cobrar el cheque de pago no se prorrogará para usted en ausencia de una orden judicial.

(b) Impugnar el cálculo de su pago de liquidación tal y como se indica en esta notificación.

Puede impugnar el número de semanas de trabajo o períodos de pago que se le atribuyen en la sección 6 anterior. Para hacerlo, debe proporcionar al Administrador del Acuerdo una explicación por escrito de su posición. La declaración también debe incluir su nombre completo, dirección actual y número de teléfono, y debe identificar este caso (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600) . Debe proporcionar documentación escrita que respalde el número de semanas de trabajo que cree que ha trabajado; de lo contrario, se presumirá que el número indicado anteriormente es correcto. Debe enviar por correo su declaración escrita a más tardar **el 12 de diciembre de 2022**. El Administrador del Acuerdo considerará la documentación que usted presente y se comunicará con usted y con las partes, según sea necesario, en relación con la disputa para determinar si se justifica un ajuste antes de tomar una determinación final con respecto a su pago del acuerdo. El Administrador del Acuerdo le enviará por correo su determinación final.

(c) Puede excluirse del grupo de demandantes.

Si no desea seguir siendo miembro de la clase del acuerdo, puede solicitar la exclusión (es decir, optar por no participar) enviando al Administrador del Acuerdo una Solicitud de Exclusión por escrito a la dirección especificada en la Sección 11 más abajo. La fecha límite para enviar por correo una Solicitud de Exclusión es **el 12 de diciembre de 2022**. Una Solicitud de Exclusión es una declaración escrita que solicita inequívocamente la exclusión de la clase del acuerdo. La Solicitud de Exclusión debe incluir el número de caso (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600), su nombre, dirección actual y número de teléfono, y los últimos cuatro dígitos de su número de seguridad social (para fines de verificación). También debe firmar la Solicitud de Exclusión. Debe conservar una copia de su Solicitud de Exclusión. Además, para demostrar la recepción por parte del Administrador del Acuerdo, puede optar por enviar su Solicitud de Exclusión por correo certificado. Las solicitudes de exclusión que no incluyan toda la información requerida, o que no lleven matasellos **del 12 de diciembre de 2022** o antes, no serán válidas.

Si presenta una solicitud de exclusión válida y oportuna, no estará obligado por el acuerdo ni por la liberación de las reclamaciones de la sección 8(A) anterior; sin embargo, no recibirá todo el dinero al que se hace referencia en la sección 6 de este aviso. También se le impedirá objetar este acuerdo. Al optar por no participar en la clase del acuerdo, conservará cualquier derecho o reclamación que pueda tener contra Univar.

Sin embargo, tenga en cuenta que la presentación de una Solicitud de Exclusión no le excluirá del Acuerdo PAGA. Por lo tanto, si usted trabajó para Univar en cualquier momento entre el 13 de julio de 2020 y el 22 de junio de 2022, seguirá recibiendo su parte del Acuerdo PAGA y estará obligado por la liberación más limitada establecida en la sección 8(B).

Si no presenta una Solicitud de Exclusión de la clase del acuerdo a tiempo y válida antes de la fecha límite especificada anteriormente, entonces estará obligado por todos los términos y condiciones del acuerdo, incluyendo la Exención de Reclamaciones, si es aprobada por el Tribunal y por la sentencia, y recibirá un pago del acuerdo.

(d) Puede objetar al acuerdo.

Si no presenta una Solicitud de Exclusión del acuerdo, puede objetar al acuerdo enviando su objeción por escrito al Administrador del Acuerdo a la dirección especificada en la Sección 12 más abajo. El plazo para enviar por correo su objeción es **el 12 de diciembre de 2022**. Sólo los miembros del grupo que no hayan solicitado la exclusión pueden objetar al acuerdo.

Su objeción debe indicar la base de su objeción e incluir cualquier documento y escrito que apoye su posición. Su objeción debe estar firmada y debe contener su dirección y número de teléfono actuales (o el de su abogado) y referirse a este caso (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600).

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Si usted se opone al acuerdo y si el Tribunal aprueba el acuerdo a pesar de sus objeciones, quedará obligado por los términos del acuerdo y se considerará que ha liberado todas las Reclamaciones Liberadas según lo establecido en la Sección 8 anterior, y no se le permitirá presentar una Solicitud de Exclusión.

El Tribunal escuchará a cualquier miembro del grupo que asista a la Audiencia de Aprobación Definitiva y pida la palabra sobre su objeción, incluso si el miembro del grupo no presentó una objeción por escrito.

(e) Puede asistir a la audiencia de aprobación final

Independientemente de la opción que elija, puede asistir a la Audiencia de Aprobación Definitiva y dirigirse al Tribunal en relación con el acuerdo propuesto. La información sobre la Audiencia de Aprobación Definitiva se encuentra en la sección 10 de este Aviso.

10. AUDIENCIA DE APROBACIÓN FINAL DE LA PROPUESTA DE ACUERDO

La Audiencia de Aprobación Definitiva sobre la equidad y adecuación del acuerdo propuesto, el plan de distribución, la adjudicación de servicios y liberación a los Demandantes, y la solicitud de los Abogados del Grupo de los honorarios y costos de los abogados, y otros asuntos, se llevará a cabo el 6 de febrero de 2023, a las 10:30 a.m., en el Departamento 1 del Tribunal Superior del Condado de Los Ángeles, 312 N. Spring Street, Los Ángeles, CA 90012. La Audiencia de Aprobación Definitiva puede ser aplazada a otra fecha sin previo aviso. Si tiene previsto asistir a la Audiencia de Aprobación Definitiva, se recomienda que se ponga en contacto con el Administrador del Acuerdo para confirmar la fecha y la hora. Tiene la opción de asistir a la Audiencia de Aprobación Definitiva por audio o vídeo. Por favor, consulte el sitio web del Tribunal en <https://my.lacourt.org/laccwelcome> y elija la opción "Civil" para obtener instrucciones.

11. INFORMACIÓN ADICIONAL Y DE DISTANCIAMIENTO SOCIAL DEL TRIBUNAL.

Este aviso sólo resume la demanda y el acuerdo. Para obtener más información, puede inspeccionar el expediente judicial en el Tribunal Superior del Condado de Los Ángeles, 312 N. Spring Street, Los Ángeles, CA 90012, con sujeción a los procedimientos de distanciamiento social vigentes en el Tribunal. También puede revisar el acuerdo de conciliación y otros documentos en línea en www.phoenixclassaction.com/univar-solutions-inc/ o puede ponerse en contacto con el Administrador del Acuerdo de la siguiente manera:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: 1-800-523-5773

Facsimil: 949-209-2503

Correo electrónico: Notice@phoenixclassaction.com

Página web: www.phoenixclassaction.com/univar-solutions-inc/

También puede ponerse en contacto con los Abogados del Grupo en las direcciones y números de teléfono indicados en la Sección 4 anterior. Si su dirección cambia o es diferente de la que figura en el sobre que adjunta esta Notificación, notifíquelo de inmediato al administrador del acuerdo.

Si tiene previsto acudir a la Audiencia de Aprobación Final, a partir del lunes 4 de abril de 2022, se recomienda encarecidamente el uso de mascarillas en el interior de todos los juzgados del condado de Los Ángeles, de acuerdo con las orientaciones del Departamento de Salud Pública del condado de Los Ángeles.

**ES IMPORTANTE QUE NOTIFIQUE INMEDIATAMENTE AL ADMINISTRADOR DE LA LIQUIDACIÓN
SI TIENE UN CAMBIO DE DIRECCIÓN**

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL SOBRE ESTE AVISO

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EXHIBIT B



Class Size:	<u>569</u>
Class Period:	<u>7/13/2017 - 6/22/2022</u>
Claims Deadline:	<u>N/A</u>
Opt-Out Deadline:	<u>12/12/2022</u>
Final Approval Hearing:	<u>2/6/2023</u>

Report Date:
Wednesday, January 4, 2023

Weekly Report
For
Santiago v. Univar Solutions, Inc., et al.

MAILINGS

Notice Mailing Date:	<u>10/27/2022</u>	Total Notices Mailed:	<u>569</u>
Notices Returned:	<u>3</u>	Notices Requested:	<u>1</u>
Notices Traced:	<u>3</u>	Notices Rемаiled:	<u>3</u>
Notices Forwarded:	<u>0</u>	Notices Returned 2nd Time:	<u>1</u>
		Notices Undeliverable:	<u>2</u>

OPT-OUTS

Opt-Outs Received:	<u>0</u>	Dispute:	<u>0</u>
Deficient:	<u>0</u>	Invalid:	<u>0</u>
% of Class Submitted Opt-Out:	<u>0 %</u>	Late:	<u>0</u>
		Objections:	<u>0</u>

Thank you for choosing Phoenix Settlement Administrators (PSA) to work with you on this matter.
Please feel free to contact us at 800-523-5773 with any questions.

*Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863
Phone: 800-523-5773 Fax: 949-209-2503
www.phoenixclassaction.com*

EXHIBIT C



CASE ASSUMPTIONS

Class Members	549
Opt Out Rate	1%
Opt Outs Received	5
Total Class Claimants	544
Subtotal Admin Only	\$10,000.00

WILL NOT EXCEED \$10,000.00

For 549 Class Members

March 29, 2022

Case: : Univar v Santiago Opt-Out Administration w/Language

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Rebecca Gundzik

Firm: Gundzik Gundzik Heeger LLP

Contact Number: (818)290-7461

Email: Rebecca.gundzik@gghllp.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 549 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)

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*	\$134.67	1	\$134.67
Call Center & Long Distance	\$2.00	55	\$109.80
NCOA (USPS)	150.00	1	\$150.00
Total			\$994.47

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.15	549	\$82.35
Notice Packet & Opt-Out Form	\$1.00	549	\$549.00
Estimated Postage (up to 2 oz.)*	\$0.71	549	\$389.79
Language Translation	\$1,000.00	1	\$1,000.00
Static Website	\$200.00	1	\$200.00
Total			\$2,421.14

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



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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	\$1.00	110	\$109.80
Remail Notice Packets	\$1.00	110	\$109.80
Estimated Postage	\$0.71	110	\$77.96
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$562.56

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Non Opt-Out Processing	\$100.00	2	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$8.50	5	\$46.67
Case Manager	\$75.00	3	\$225.00
Total			\$781.67

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Fees, Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	544	\$543.51
Estimated Postage Checks, W2 and 1099	\$0.58	544	\$315.24
Total			\$2,343.75

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.00	54	\$54.35
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	38	\$57.07
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,896.42

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

Estimate Total: \$10,000.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On January 6, 2023, I served the following document described as

- **DECLARATION OF PHOENIX SETTLEMENT ADMINISTRATORS IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on January 6, 2023, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Santiago, et al. v. Univar Solutions Inc., et al.**

Case Info: **21STCV25600, Los Angeles Superior Court**

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.