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Attorneys for Plaintiff ARNOLD GARCIA,
on behalf of himself, all others similarly
situated, and on behalf of the general public.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

ARNOLD GARCIA, on behalf of himself, all
others similarly situated, and on behalf of the
general public,

Plaintiff,

v.

MCCOLLISTER'S TRANSPORTATION
SYSTEMS, INC.; MCCOLLISTER'S
GLOBAL SERVICES, INC.;
MCCOLLISTER'S AUTO TRANSPORT,
LLC; and DOES 1-100,

Defendants.

Case No. RG21112345

[Consolidated with Case No. RG21112189]

**DECLARATION OF TAYLOR MITZNER
REGARDING SETTLEMENT NOTICE
ADMINISTRATION**

Date: August 29, 2023
Time: 3:00 p.m.

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Arnold Garcia v. McCollister’s Transportation Systems* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On April 21, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Workweeks for each Class Member (“Class List”) during the Class Period and PAGA

1 Period. The final mailing list contained twenty-nine (29) individuals identified as Class
2 Members.

3 4. On April 25, 2023, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of
5 this database provides updated addresses for any individual who has moved in the previous four
6 (4) years and notified the U.S. Postal Service of their change of address.

7 5. On May 5, 2023, Phoenix mailed the Notice via U.S. first class mail, in English
8 and Spanish, to all twenty-nine (29) Class Members on the Class List. A true and correct copy
9 of the mailed Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, one (1) Notice has been returned to Phoenix.
11 The Notice was not returned with a forwarding address from the Post Office. Phoenix attempted
12 to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive
13 address databases available for skip tracing. Of the one (1) Notice that was skip traced, zero (0)
14 updated addresses were obtained.

15 7. As of the date of this declaration, one (1) Notice remains undeliverable since an
16 updated address could not be obtained via skip trace.

17 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
18 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement
19 was July 5, 2023.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
21 Objection from Class Members. The deadline for objecting to the Class Settlement was July 5,
22 2023.

23 10. As of the date of this declaration, Phoenix has received zero (0) Workweek
24 disputes from Class Members. The deadline for submitting a dispute was July 5, 2023.

25 11. There are twenty-nine (29) Class Members who did not submit timely and valid
26 Requests for Exclusion and are therefore deemed Settlement Class Members, representing
27 100% of the Class. Settlement Class Members have worked a collective total of one thousand
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1 seven hundred thirty-four (1,734) Workweeks during the Class Period. Each Workweek is
2 valued at approximately \$123.57.

3 12. The Escalator Clause of the Settlement Agreement indicates if the actual Class
4 Size exceeds thirty (30) individuals or the total number of Workweeks exceeds two thousand six
5 hundred ninety (2,690) by 20%, the Gross Settlement Amount shall be increased
6 proportionately. The total number of Class Members was twenty-nine (29) and the total number
7 of Workweeks was one thousand seven hundred thirty-four (1,734). Since the total number of
8 Class Members and Workweeks do not exceed these estimates, the Escalator Clause was not
9 triggered.

10 13. The Net Settlement Amount of \$214,270.09 available to pay Settlement Class
11 Members was determined by subtracting the requested Class Counsel attorneys' fees
12 (\$133,333.33), and Class Counsel costs (\$14,901.58), requested Enhancement Payment to
13 Plaintiff Garcia (\$7,500.00), the PAGA Amount (\$25,000.00), and the requested Settlement
14 Administration Costs (\$4,995.00) from the Gross Settlement Amount (\$400,000.00).

15 14. Based upon the calculations stipulated in the Settlement, the highest Individual
16 Settlement Share to be paid is approximately \$18,782.61, while the average Individual
17 Settlement Share to be paid is approximately \$7,388.62. Settlement Class Members will be
18 issued payment of their Individual Settlement Shares subject to reduction for the employee's
19 share of taxes and withholdings with respect to the wages portion of the Individual Settlement
20 Share (the net payment is their "Individual Settlement Payment").

21 15. Additionally, \$25,000.00 of the Gross Settlement Amount has been allocated
22 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
23 \$18,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
24 25%, or \$6,250.00, of which shall be paid to all current and former hourly non-exempt
25 individuals who are or were employed by Defendant during the PAGA Period. There are
26 twenty-four (24) Aggrieved Employees who worked a total of one thousand three hundred
27 sixty-four (1,364) Workweeks during the PAGA Period. The highest Individual PAGA Payment
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1 to be paid is approximately \$559.02, and the average Individual PAGA Payment to be paid is
2 approximately \$260.42.

3 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
4 due separately and apart from the Gross Settlement Amount.

5 17. Phoenix's costs associated with the administration of this matter are \$4,995.00.
6 This includes all costs incurred to date, as well as estimated costs involved in completing the
7 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto
8 as **Exhibit B**.

9
10 I declare under penalty of perjury of the laws of the State of California that the foregoing
11 is true and correct.

12 Executed this 7th of August 2023, at Orange, California.

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14  _____
15 TAYLOR MITZNER
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Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA

Arnold Garcia, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, vs.

McCollister's Transportation Systems, Inc., et al., Defendants

Case No. RG21112345 and Case No. RG21112189 ("Complaints" or "Action")

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All persons who contracted with McCollister's Transportation Systems, Inc., McCollister's Global Services, Inc., and McCollister's Auto Transport, LLC ("McCollister's") as an owner/operator to haul freight, who worked a majority of their time under the contract in California and/or had their base of operations in California, whom McCollister's classified as independent contractors, and who drove in California from September 10, 2017, through January 7, 2023.

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions ("Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All persons who contracted with McCollister's as an owner/operator to haul freight, who worked a majority of their time under the contract in California and/or had their base of operations in California, whom McCollister's classified as independent contractors, and who drove in California from September 10, 2017, through January 7, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?
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McCollister's Transportation Systems, Inc., McCollister's Global Services, Inc., and McCollister's Auto Transport, LLC's (hereinafter referred to as "McCollister's" or "Defendants") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from September 10, 2017, through January 7, 2023 (the "Class Period").

A Preliminary Approval Hearing was held on April 10, 2023, in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on August 29, 2023, at 3:00 p.m., before Judge Brad Seligman, located at 1221 Oak Street, Oakland, CA 94612, Department 23.

2. *What Is This Case About?*

A class action complaint against Defendants was filed by Plaintiff in the Alameda County Superior Court on September 10, 2021 (Case No. RG21112345). The complaint alleged the following causes of action against Defendant: (1) failure to pay all straight time wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) knowing and intentional failure to comply with itemized employee wage statement provisions; (5) failure to pay all wages at the time of termination of employment; (6) failure to reimburse business expenses; and (7) violation of Unfair Competition Law, on behalf Plaintiff and those similarly situated.

A PAGA representative action complaint against Defendants was filed by Plaintiff (as an agent of California's Labor and Workforce Development Agency, or "LWDA") in the Alameda County Superior Court on September 9, 2021 (Case No. RG21112189). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) failure to pay all straight time wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all wages at the time of termination of employment; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) failure to pay all wages owed twice per month; (7) failure to reimburse business expenses; and (8) willful misclassification of employees as independent contractors.

The two cases (Case No. RG21112345 and RG21112189) have been consolidated for settlement purposes. The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or McCollister's; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

McCollister's expressly denies that it did anything wrong or that it violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you contracted with McCollister's as an owner/operator to haul freight, and worked a majority of your time under the contract in California and/or had your base of operations in California, McCollister's classified you as an independent contractor, and you drove in California at any point from September 10, 2017, January 7, 2023.

If you contracted with McCollister's as an owner/operator to haul freight, who worked a majority of your time under the contract in California and/or had your base of operations in California, McCollister's classified you as an independent contractor, and you drove in California at any point from July 1, 2020 through January 7, 2023, you are also an "Aggrieved Employee" under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiff Arnold Garcia brings this action behalf of himself and all other similarly situated individuals who contracted with McCollister's as an owner/operator to haul freight in California at any time during the Class Period. Plaintiff and these other individuals comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendants
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 205 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048 HUNTER PYLE LAW Hunter Pyle John J. Darin 1300 Broadway, Eleventh Floor Oakland, California 94612 Telephone (510) 444-4400	FISHER & PHILLIPS LLP Lonnie D. Giamela Victoria H. Shin 444 S Flower St., Suite 1590 Los Angeles, CA 90071 Telephone: (213) 330-4454 Facsimile: (213) 330-4501

The Court has decided that Mara Law Firm, PC and Hunter Pyle Law are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863; (d) be signed by you or your lawful representative; and (e) be postmarked no later than July 5, 2023.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than July 5, 2023. The objection must state: (a) the case name; (b) your full name, address, and telephone number; (c) the words “Notice of Objection” or “Formal Objection;” (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the action or its merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendants and the Released Parties¹ from the Released Class Claims:

The Released Class Claims include, for the entire Class Period, all claims made or that could have been made based on the facts and circumstances alleged in the Complaints, including claims under California Labor Code sections 201-204, 205.5, 210, 218, 218.5, 221-223, 224, 226, 226.7, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, 2810.5 and 2802; California Business and Professions Code section 17200, *et seq.*; California Wage Order No. 9-2001; California Code of Regulations Title 8, section 11090; and any claim for attorneys’ fees and costs related to the above-referenced released claims.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include all claims under the California Private Attorney General Act (“PAGA”), Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims made or that could have been made based on the facts and circumstances alleged in the Complaints and Plaintiff’s notice to the LWDA, including claims under California Labor Code sections 201-204, 205.5, 210, 218, 218.5, 221-223, 224, 226, 226.2, 226.7, 226.8, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, 2802, and 2810.5; California Wage Order No. 9-2001; California Code of Regulations Title 8, sections 11070 and 11090; and any claim for attorneys’ fees and costs related to the above-referenced released claims.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than \$400,000 (“Gross Settlement Amount” or “GSA”).

A. Deductions from the Settlement

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$7,500, for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$5,000; (3) a payment of \$25,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$133,333.33 (1/3 of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

¹ “Released Parties” means Defendants and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she contracted with and drove for Defendants, based on the Class Data provided by Defendants, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked during the Class Period (September 10, 2017, through January 7, 2023).

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$18,750 (75% of the \$25,000 total PAGA Payment). The remaining \$6,250 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of weeks he or she contracted with and drove for Defendants, based on the PAGA Data provided by Defendants, divided by (ii) the total number of weeks worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of weeks that he or she worked during the PAGA Period (July 1, 2020 through January 7, 2023).

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$##CLASS_SET_AMT##, less taxes. This is based on the Class Data which shows you worked ##CLASS_WEEKS## workweeks during the Class Period.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$##PAGA_SET_AMT##. This is based on the PAGA Data which shows you worked ##PAGA_WEEKS## workweeks during the PAGA Period.

E. Tax Treatment of Your Settlement Payments

One-third (1/3) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendants' share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

One-third (1/3) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest, and one-third (1/3) of the Individual Class Settlement Share is intended to settle each Class Member's claims for penalties. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to Legal Aid at Work.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 1/3 of the Gross Settlement Amount (\$133,333.33) for attorney fees and \$30,000 for litigation costs.

Defendants have paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$7,500, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting <https://www.phoenixclassaction.com/mccollisters-transportation-systems/>, a website maintained by the Settlement Administrator. Please refer to the McCollister's Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE ALAMEDA

*Arnold García, en su nombre, en nombre de todos los demás en situación similar y en nombre del público en general,
Demandante, contra McCollister's Transportation Systems, Inc. y otros, Demandados
Caso n° RG21112345 y Caso n° RG21112189 (“Demandas” o “Acción”)*

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

Un tribunal autorizó este aviso. No se trata de una solicitud.

No se trata de una demanda contra usted y no se le está demandando.

Sin embargo, sus derechos legales se ven afectados por el hecho de actuar o no actuar.

PARA: Todas las personas que contrataron a McCollister's Transportation Systems, Inc., McCollister's Global Services, Inc. y McCollister's Auto Transport, LLC (“McCollister's”) como propietario/operador para transportar carga, que trabajaron la mayor parte de su tiempo bajo contrato en California y/o tuvieron su base de operaciones en California, a quienes McCollister's clasificó como contratistas independientes, y que condujeron en California desde el 10 de septiembre de 2017 hasta el 7 de enero de 2023.

El Tribunal Superior de California, Condado de Alameda, ha concedido la aprobación preliminar a una propuesta de acuerdo (“Acuerdo”) de las acciones arriba citadas (“Acción”). Dado que sus derechos pueden verse afectados por este Acuerdo, es importante que lea detenidamente este Aviso de Acuerdo de Demanda Colectiva (“Aviso”).

El Tribunal ha certificado la siguiente clase a efectos del acuerdo (“Clase” o “Miembros de la Clase”):

Todas las personas que contrataron a McCollister's como propietario/operador para transportar mercancías, que trabajaron la mayor parte de su tiempo bajo contrato en California y/o tenían su base de operaciones en California, a quienes McCollister's clasificó como contratistas independientes, y que condujeron en California desde el 10 de septiembre de 2017 hasta el 7 de enero de 2023.

El propósito de este Aviso es proporcionar una breve descripción de las reclamaciones alegadas en la Acción, los términos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

USTED PUEDE TENER DERECHO A RECIBIR DINERO EN VIRTUD DEL ACUERDO DE ACCIÓN COLECTIVA PROPUESTO. LEA ATENTAMENTE ESTE AVISO; LE INFORMA SOBRE SUS DERECHOS LEGALES.

QUÉ INFORMACIÓN CONTIENE ESTE AVISO

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I. ¿Por qué he recibido este aviso?

Los registros de McCollister's Transportation Systems, Inc., McCollister's Global Services, Inc. y McCollister's Auto Transport, LLC (en adelante, “McCollister's” o “Demandados”) indican que usted puede ser un Miembro del grupo. El acuerdo resolverá todas las Reclamaciones Exoneradas de los Miembros del Grupo, tal y como se describe en la Sección n° 9 a continuación, desde el 10 de septiembre de 2017 hasta el 7 de enero de 2023 (el “Periodo del Grupo”).

El 10 de abril de 2023 se celebró una Audiencia de Aprobación Preliminar en el Tribunal Superior de California, Condado de Alameda. El Tribunal certificó condicionalmente a la Clase sólo a efectos del acuerdo y ordenó que recibiera este Aviso.

El Tribunal celebrará una Audiencia de Equidad Final relativa al acuerdo propuesto el 29 de agosto de 2023, a las 3:00 p.m., ante el Juez Brad Seligman, ubicado en 1221 Oak Street, Oakland, CA 94612, Departamento 23.

2. ¿De qué trata este caso?

Una demanda colectiva contra los Demandados fue presentada por el Demandante en el Tribunal Superior del Condado de Alameda el 10 de septiembre de 2021 (Caso No. RG21112345). La demanda alegaba las siguientes causas de acción contra el Demandado: (1) falta de pago de todos los salarios por tiempo regular; (2) falta de provisión de periodos de comida; (3) falta de autorización y permiso de periodos de descanso; (4) incumplimiento consciente e intencional de las disposiciones sobre declaraciones salariales detalladas de los empleados; (5) falta de pago de todos los salarios en el momento de la terminación del empleo; (6) falta de reembolso de los gastos empresariales; y (7) violación de la Ley de Competencia Desleal, en nombre del Demandante y de aquellos en situación similar.

El Demandante (como agente de la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California, o “LWDA”, por sus siglas en inglés) presentó una demanda de acción representativa PAGA contra los Demandados ante el Tribunal Superior del Condado de Alameda el 9 de septiembre de 2021 (Caso n° RG21112189). La demanda solicitaba sanciones civiles en virtud de la PAGA en relación con las siguientes supuestas violaciones sufridas por empleados agraviados supuestamente similares: (1) falta de pago de todos los salarios por tiempo regular; (2) falta de periodos de comida; (3) falta de autorización y permiso de periodos de descanso; (4) falta de pago de todos los salarios en el momento del cese de la relación laboral; (5) incumplimiento consciente e intencionado de las disposiciones relativas a las declaraciones salariales detalladas de los empleados; (6) falta de pago de todos los salarios adeudados dos veces al mes; (7) falta de reembolso de los gastos empresariales; y (8) clasificación errónea intencionada de los empleados como contratistas independientes.

Los dos casos (Caso n° RG21112345 y RG21112189) han sido consolidados a efectos de resolución. El Tribunal no ha hecho ninguna determinación sobre si las reclamaciones presentadas por el Demandante tienen algún mérito. En otras palabras, el Tribunal no ha determinado si se ha violado alguna ley, ni ha decidido a favor del Demandante o de McCollister's; en su lugar, ambas partes acordaron resolver el pleito sin decisión o admisión de quién tiene razón o no. Al acordar resolver la demanda, todas las partes evitan los riesgos y el coste de un juicio.

McCollister's niega expresamente haber hecho nada malo o haber infringido la ley y niega además cualquier responsabilidad ante el Demandante o el Grupo.

3. ¿Soy un miembro de la clase? ¿Soy un empleado perjudicado?

Usted es un Miembro de la Clase si contrató con McCollister's como propietario/operador para transportar carga, y trabajó la mayor parte de su tiempo bajo el contrato en California y/o tuvo su base de operaciones en California, McCollister's lo clasificó como contratista independiente, y condujo en California en cualquier momento desde el 10 de septiembre de 2017, hasta el 7 de enero de 2023.

Si usted contrató a McCollister's como propietario/operador para transportar mercancías, que trabajó la mayor parte de su tiempo según el contrato en California y/o tenía su base de operaciones en California, McCollister's le clasificó como contratista independiente, y condujo en California en cualquier momento desde el 1 de julio de 2020 hasta el 7 de enero de 2023, usted también es un “Empleado Agraviado” según el acuerdo.

4. ¿Cómo funciona este acuerdo de demanda colectiva?

El Demandante Arnold García presenta esta demanda en su nombre y en el de todas las demás personas en situación similar que contrataron a McCollister's como propietario/operador para transportar mercancías en California en cualquier momento durante el Periodo de la Demanda Colectiva. El Demandante y estos otros individuos constituyen una “Clase” y son “Miembros de la Clase”. La conciliación de esta Acción resuelve las Reclamaciones Exoneradas de todos los Miembros de la Clase, según se definen en el Acuerdo de Conciliación y la Sentencia Definitiva, excepto para aquellos que se excluyan de la Clase solicitando ser excluidos de la manera que se establece a continuación.

El Demandante y los Abogados del Grupo creen que el acuerdo es justo y razonable. El Tribunal también debe revisar los términos del acuerdo y determinar si es justo y razonable para la Clase. En el expediente del Tribunal se encuentran los documentos del acuerdo, que explican el acuerdo con mayor detalle. Los alegatos y otros expedientes de este litigio pueden examinarse en línea en el sitio web del Tribunal Superior del Condado de Alameda, conocido como “Portal Público eCourt”, en <https://portal.alameda.courts.ca.gov>.

Una vez en el sitio web, haga clic en la pestaña “Buscar” en la parte superior de la página, luego seleccione el enlace “Descargas de Documentos”, introduzca el número de caso y haga clic en “Enviar.” Podrá ver imágenes de todos los documentos archivados en el caso por un coste mínimo. También puede ver imágenes de cada documento presentado en el caso de forma gratuita utilizando uno de los quioscos terminales de ordenador disponibles en cada sede judicial que disponga de una instalación para presentaciones civiles.

5. ¿Quiénes son los abogados que representan a las partes?

Abogados del Demandante y del grupo de Demandantes	Abogados de los Demandados
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 205 San Diego, California 92108 Teléfono: (619) 234-2833 Fax: (619) 234-4048 HUNTER PYLE LAW Hunter Pyle John J. Darin 1300 Broadway, Eleventh Floor Oakland, California 94612 Teléfono (510) 444-4400	FISHER & PHILLIPS LLP Lonnie D. Giamela Victoria H. Shin 444 S Flower St., Suite 1590 Los Angeles, CA 90071 Teléfono: (213) 330-4454 Fax: (213) 330-4501

El Tribunal ha decidido que Mara Law Firm, PC y Hunter Pyle Law están cualificados para representarle a usted y a todos los demás Miembros del Grupo simultáneamente.

No es necesario que contrate a su propio abogado porque el abogado del grupo está trabajando en su nombre. Pero, si desea tener su propio abogado, puede contratarlo a su costa.

6. ¿Cuáles son mis opciones?

El objetivo de este aviso es informarle del acuerdo propuesto y de sus opciones. Cada opción tiene sus consecuencias, que debe comprender antes de tomar su decisión. Sus derechos con respecto a cada opción, y los pasos que debe dar para seleccionar cada una de ellas, se resumen a continuación y se explican con más detalle en este Aviso.

Nota importante: *Los Demandados no tomarán ningún tipo de represalia contra usted por participar o no en este Acuerdo.*

- **NO HACER NADA:** Si no hace nada y el Tribunal concede la aprobación definitiva del Acuerdo, pasará a formar parte de esta Demanda Colectiva y podrá recibir un pago del Acuerdo. Quedará vinculado a la exoneración de las Demandas colectivas exoneradas, tal como se definen en el Acuerdo de conciliación y en la Sentencia definitiva. También renunciará a su derecho a perseguir las Reclamaciones colectivas exoneradas, tal y como se define en la Sección nº 9 a continuación.
- **EXCLUIRSE:** Si no desea participar como Miembro de la Clase, puede “optar por no participar”, lo que le eliminará de la Clase y de esta Demanda Colectiva. Si el Tribunal concede la aprobación definitiva del Acuerdo, no recibirá ningún pago del Acuerdo y no renunciará al derecho de demandar a los Demandados y a las Partes Exoneradas por las Reclamaciones Colectivas Exoneradas. Si usted es un Empleado Agravado, recibirá una parte del PAGA, incluso si opta por no participar en el Acuerdo.
- **OBJETAR:** Puede presentar una objeción legal al acuerdo propuesto. Si desea objetar, no puede optar por salirse de este caso.

7. ¿Cómo puedo optar por no participar o excluirme de este acuerdo?

Si no desea participar en el Acuerdo, debe enviar por correo una Solicitud de Exclusión por escrito al Administrador del Acuerdo. La solicitud de exclusión por escrito deberá (a) indicar su nombre, dirección, número de teléfono y número de la seguridad social o número de identificación de empleado; (b) indicar su intención de excluirse o de no participar en el Acuerdo; (c) estar dirigida al Administrador del Acuerdo a P.O. Box 7208, Orange, CA 92863; (d) estar firmada por usted o por su representante legal; y (e) llevar matasellos con fecha no posterior al 5 de julio de 2023.

Si el Tribunal aprueba el Acuerdo en la Audiencia de Aprobación Definitiva, el Tribunal dictará una Sentencia. Si no solicita la exclusión del Acuerdo, la Sentencia le vinculará a los términos del Acuerdo. Si usted es un Empleado Agravado, recibirá una parte del Pago PAGA, incluso si opta por excluirse del Acuerdo.

8. ¿Cómo puedo oponerme al acuerdo?

Si usted es un Miembro del grupo que no opta por excluirse del Acuerdo, puede objetar al Acuerdo, personalmente o a través de un abogado, presentando su objeción por escrito, firmada, fechada y enviada por correo al Administrador del Acuerdo con matasellos no posterior al 5 de julio de 2023. La objeción debe indicar: (a) el nombre del caso; (b) su nombre completo, dirección y número de teléfono; (c) las palabras “Notificación de objeción” u “Objeción formal”; (d) describir, en términos claros y concisos, los argumentos legales y fácticos que respaldan la objeción; (e) enumerar los testigos identificables que el objetor puede llamar a declarar en la audiencia de Aprobación Definitiva; y (f) proporcionar copias fieles y correctas de cualquier prueba(s) que el objetor pretenda ofrecer en la audiencia de Aprobación Definitiva. La objeción no será válida si sólo se opone a la idoneidad de la acción o a sus méritos.

Los Miembros del Grupo podrán comparecer en la Audiencia de Aprobación Definitiva, ya sea en persona o a través del propio abogado del objetor. Si el Tribunal rechaza la objeción, recibirá el pago de una Participación Individual en el Acuerdo y quedará vinculado por los términos del Acuerdo.

9. ¿Cómo afecta este acuerdo a mis derechos? 10. ¿Cuáles son las reclamaciones liberadas?

Si el acuerdo propuesto es aprobado por el Tribunal, éste dictará una Sentencia Definitiva. Todos los Miembros de la Clase que no opten por no participar en la Transacción Extrajudicial quedarán vinculados por la Sentencia Definitiva del Tribunal y liberarán a los Demandados y a las Partes Exoneradas¹ de las Reclamaciones de la Clase Exoneradas:

Las Demandas Colectivas Exoneradas incluyen, para todo el Periodo de la Demanda Colectiva, todas las demandas presentadas o que podrían haberse presentado basándose en los hechos y circunstancias alegados en las Demandas, incluidas las demandas en virtud de los artículos 201-204, 205.5, 210, 218, 218.5, 221-223, 224, 226, 226.7, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, 2810.5 y 2802; Código de Negocios y Profesiones de California sección 17200, y siguientes.; Orden Salarial de California No. 9-2001; Código de Regulaciones de California Título 8, sección 11090; y cualquier demanda por honorarios de abogados y costos relacionados con las demandas liberadas arriba referidas.

Además, la LWDA quedará obligada por la Sentencia Definitiva y liberará a las Partes Liberadas de las Demandas PAGA Liberadas. Las Reclamaciones PAGA Liberadas incluyen todas las reclamaciones en virtud de la Ley del Fiscal General Privado de California (“PAGA”), Código Laboral de California § 2698, y siguientes en la medida en que dichas reclamaciones se basen en reclamaciones realizadas o que podrían haberse realizado basándose en los hechos y circunstancias alegados en las Demandas y en la notificación del Demandante a la LWDA, incluidas las reclamaciones en virtud de los artículos 201-204, 205.5, 210, 218, 218.5, 221-223, 224, 226, 226.2, 226.7, 226.8, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, 2802, y 2810.5; Orden de Salarios de California No. 9-2001; Código de Reglamentos de California Título 8, secciones 11070 y 11090; y cualquier reclamación por honorarios de abogados y costos relacionados con las reclamaciones liberadas arriba referidas.

¹ "Partes Exoneradas" se refiere a los Demandados y sus funcionarios, directores, empleados, representantes, administradores, abogados, agentes, compañías matrices, subsidiarias y corporaciones y entidades afiliadas, consultores, accionistas, empresas conjuntas, predecesores, sucesores y/o cesionarios, pasados, presentes y/o futuros, directos y/o indirectos.

10. *¿Cuánto puedo esperar recibir de este acuerdo?*

La cantidad máxima total que los Demandados podrían verse obligados a pagar en virtud del presente Acuerdo será de hasta \$400,000, pero no superior a (“Cantidad Bruta del Acuerdo” o “GSA”).

A. Deducciones de la liquidación

El "Importe Neto del Acuerdo" o "NSA" significa la parte del Importe Bruto del Acuerdo, disponible para su distribución a los Miembros del Grupo tras la deducción de (1) el Pago de Complemento del Representante del Grupo al Demandante nombrado por un importe de hasta 7.500 \$, para la tramitación de la Acción, los riesgos asumidos para el pago de los honorarios y costas de los abogados, y una exención general de todas las reclamaciones.; (2) los Costes de Administración del Acuerdo al Administrador del Acuerdo en una cantidad estimada no superior a \$5,000; (3) un pago de \$25,000 asignado a las reclamaciones PAGA; y (4) un pago a los Abogados del Grupo en una cantidad no superior a \$133,333.33 (1/3 del Importe Bruto del Acuerdo) en concepto de honorarios de abogados y un importe no superior a \$30,000 en concepto de costas procesales. Todos estos pagos están sujetos a la aprobación del tribunal.

B. Cómo se calculan los pagos del acuerdo a los miembros de la demanda colectiva

Una vez deducidas las partidas mencionadas anteriormente, el Importe Neto restante del Acuerdo, se distribuirá proporcionalmente entre todos los Miembros del Grupo que no hayan optado por la exclusión. Cada Miembro del Grupo Participante recibirá una parte proporcional del Importe Neto del Acuerdo que será igual a (i) el número de semanas que contrató y trabajó para los Demandados, basándose en los Datos del Grupo proporcionados por los Demandados, dividido por (ii) el número total de semanas trabajadas por todos los Miembros del Grupo Participantes basándose en los mismos Datos del Grupo, que luego se multiplicará por el Importe Neto del Acuerdo. Un día trabajado en una semana determinada se acreditará como una semana de trabajo a efectos de este cálculo. Por lo tanto, el valor de la Participación Individual en el Acuerdo de cada Miembro del Grupo está directamente relacionado con la cantidad de semanas que trabajó durante el Periodo del Grupo (del 10 de septiembre de 2017 al 7 de enero de 2023).

C. Cómo se calculan los pagos de liquidación a los empleados perjudicados

Si usted es un Empleado Agraviado bajo el acuerdo, también recibirá una porción del Pago PAGA. De acuerdo con PAGA, la LWDA recibirá un pago de \$18,750 (75% del total de \$25,000 del Pago PAGA). Los \$6,250 restantes son el “Monto Neto del Acuerdo PAGA” o “NPSA” y serán distribuidos proporcionalmente entre todos los Empleados Agraviados. Cada Empleado Agraviado recibirá una parte proporcional del Monto Neto del Acuerdo PAGA que es igual a (i) el número de semanas que contrató y manejó para los Demandados, basado en los Datos PAGA proporcionados por los Demandados, dividido por (ii) el número total de semanas trabajadas por todos los Empleados Agraviados basado en los mismos datos PAGA, que luego se multiplica por el Monto Neto del Acuerdo PAGA. Un día trabajado en una semana determinada se acreditará como una semana a efectos de este cálculo. Por lo tanto, el valor de la Parte Individual del Acuerdo PAGA de cada Empleado Agraviado se vincula directamente con la cantidad de semanas que trabajó durante el Período PAGA (del 1 de julio de 2020 al 7 de enero de 2023).

D. Su pago estimado de liquidación

Aunque su parte exacta del Importe Neto del Acuerdo como Miembro del Grupo no puede calcularse con precisión hasta que concluya el plazo durante el cual las personas pueden objetar o solicitar su exclusión del Acuerdo, basándose en el cálculo anterior, su parte aproximada del Importe Neto del Acuerdo, es la siguiente: `###CLASS_SET_AMT##`, menos impuestos. Esto se basa en los Datos del Grupo que muestran que usted trabajó `###CLASS_WEEKS##` semanas laborales durante el Periodo del Grupo.

Si usted también es un Empleado Agraviado, recibirá una parte del Importe Neto del Acuerdo PAGA. Basándose en el cálculo anterior, su parte aproximada del Importe Neto del Acuerdo PAGA, es la siguiente: `###PAGA_SET_AMT##`. Esto se basa en los Datos PAGA que muestran que usted trabajó `###PAGA_WEEKS##` semanas laborales durante el Período PAGA.

E. Tratamiento fiscal de sus pagos de liquidación

Un tercio (1/3) de cada Participación Individual en el Acuerdo Colectivo está destinado a liquidar las reclamaciones de cada Miembro del Grupo por salarios impagados (la “Parte Salarial”). La Porción Salarial se verá reducida por las retenciones y deducciones aplicables en concepto de impuestos sobre la nómina. La parte de los Demandados de los impuestos sobre la nómina legalmente requeridos para la Porción Salarial será calculada por el Administrador del Acuerdo y pagada por los Demandados por separado del GSA. El Administrador del Acuerdo emitirá un Formulario W-2 del IRS a cada Miembro del Grupo Participante con respecto a la Porción Salarial de su Participación Individual en el Acuerdo Colectivo.

Un tercio (1/3) de la Parte Individual del Acuerdo Colectivo está destinado a liquidar las reclamaciones de cada Miembro del Grupo por intereses, y un tercio (1/3) de la Parte Individual del Acuerdo Colectivo está destinado a liquidar las reclamaciones de cada Miembro del Grupo por sanciones. La Parte No Salarial no se verá reducida por las retenciones y deducciones del impuesto sobre nóminas. El Administrador del Acuerdo emitirá a cada Miembro del Grupo Participante un Formulario 1099 del IRS con respecto a la Parte No Salarial de su Participación Individual en el Acuerdo Colectivo.

Si usted es un Empleado Agraviado, su Parte Individual del Acuerdo PAGA se prorrateará como sanciones al 100%. Esto no se reducirá por las retenciones y deducciones del impuesto sobre la nómina. El Administrador del Acuerdo emitirá a cada Empleado Agraviado un Formulario 1099 del IRS con respecto a su Parte Individual del Acuerdo PAGA.

F. ¿Qué ocurre si no cobra su cheque?

Se recomienda encarecidamente que al recibir su cheque de liquidación, lo cobre inmediatamente o lo haga efectivo antes de la fecha de anulación de 180 días que figura en cada cheque. Si alguno de los cheques permanece sin cobrar o sin depositar antes de la expiración del plazo de 180 días, el Administrador del Acuerdo abonará el importe representado por el cheque a Legal Aid at Work.

11. *¿Cómo se pagará a los abogados del grupo y al representante del grupo?*

Los abogados del Demandante y de la Clase serán pagados con el Monto Bruto del Acuerdo. Sujeto a la aprobación del Tribunal, los abogados del Demandante y del Grupo recibirán una cantidad que no excederá 1/3 del Monto Bruto del Acuerdo (\$133,333.33) en concepto de honorarios de abogados y \$30,000 en concepto de costos del litigio.

Los Demandados han pagado todos los honorarios y costas de sus propios abogados.

Al Demandante también se le pagará, sujeto a la aprobación del Tribunal, una cantidad que no excederá de \$7,500, como mejora por el inicio y la prosecución de este caso, los riesgos asumidos para el pago de los costes en caso de que este caso se hubiera perdido, y una liberación general de todas las reclamaciones.

SI NECESITA MÁS INFORMACIÓN O TIENE CUALQUIER PREGUNTA, puede ponerse en contacto con los abogados del grupo de Demandantes indicados anteriormente, o con el administrador del acuerdo en el número de teléfono gratuito indicado a continuación. También puede obtener documentos relacionados con este caso y este acuerdo visitando <https://www.phoenixclassaction.com/mccollisters-transportation-systems/>, un sitio web mantenido por el Administrador del Acuerdo. Consulte el Acuerdo de demanda colectiva McCollister's.

Este Aviso no contiene todos los términos del acuerdo propuesto ni todos los detalles de este procedimiento. Para obtener información más detallada, los alegatos y otros expedientes de este litigio pueden examinarse en línea en el sitio web del Tribunal Superior del Condado de Alameda, conocido como “Portal Público eCourt”, [en https://eportal.alameda.courts.ca.gov](https://eportal.alameda.courts.ca.gov).

Tras llegar al sitio web, haga clic en la pestaña “Buscar” en la parte superior de la página, luego seleccione el enlace Descargas de documentos, introduzca el número del caso y haga clic en “Enviar.” Podrá ver imágenes de todos los documentos archivados en el caso por un coste mínimo. También puede ver imágenes de cada documento presentado en el caso de forma gratuita utilizando uno de los quioscos terminales de ordenador disponibles en cada sede del tribunal que disponga de una instalación para presentaciones civiles. También puede ponerse en contacto con el abogado del Demandante, cuya información de contacto figura más arriba, y le facilitarán una copia de los documentos del acuerdo o del caso sin cargo alguno.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O AL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

Exhibit B



CASE ASSUMPTIONS

Class Members	29
Opt Out Rate	1%
Opt Outs Received	0
Total Class Claimants	29
Subtotal Admin Only	\$4,995.00

Not-to-Exceed Total \$4,995.00

For 29 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

November 10, 2022

Case: Garcia v. McCollister's Transportation Systems, Inc., et al., Opt-Out wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Matt Crawford

Firm: Mara Law Firm

Contact Number: (619) 234-2833

Email: mcrawford@maralawfirm.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 **29** 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	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$140.65	1	\$140.65
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$672.65

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	29	\$7.25
Notice Packet & Opt-Out Form	\$1.75	29	\$50.75
Estimated Postage (up to 2 oz.)*	\$0.84	29	\$24.36
Static Website	\$200.00	1	\$200.00
Language Translation	\$750.00	1	\$750.00
Total			\$1,232.36

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$2.00	6	\$11.60
Remail Notice Packets	\$1.75	6	\$10.15
Estimated Postage	\$0.84	6	\$4.87
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$131.62

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$3.00	4	\$12.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1	\$10.00
Case Manager	\$85.00	2	\$170.00
Total			\$442.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	1	\$125.00
Mail Class Checks *	\$1.75	29	\$50.24
Estimated Postage	\$0.61	29	\$17.51
Total			\$737.76

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$1.50	6	\$8.61
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$500.00	1	\$500.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1	\$300.00
Estimated N/A Total Class Members			
Total			\$1,778.61

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

Estimate Total: \$4,995.00



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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.