

Superior Court of the State of California, County of San Bernardino
Steven DelCorso, et al. v. ITS Technologies & Logistics, LLC, et al.
Case No. CIVSB2128129

NOTICE OF CLASS ACTION AND PAGA 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 individuals who have previously been or currently are employed by ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC as an hourly paid and/or non-exempt employee within the State of California at any time from August 16, 2016 to July 29, 2022.

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned class/collective action (the “Class 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 individuals who have previously been or currently are employed by ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC as an hourly paid and/or non-exempt employee within the State of California during the Class Period from August 16, 2016 to July 29, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and obligations 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 AND OBLIGATIONS.

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1. Why Have I Received This Notice?

The records of ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC (“Defendants”) indicate that you are a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from the time period from August 16, 2016 to July 29, 2022 (the “Class Period”).

A Preliminary Approval Hearing was held on December 20, 2022 in the Superior Court of California, County of San Bernardino, at which time Judge David Cohn preliminarily approved this Settlement.

The Court will hold a Final Approval Hearing concerning the proposed settlement on April 11, 2023 at 10:00 a.m. before Hon. David Cohn, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, Department S-26.

2. What Is This Case About?

On February 11, 2021, Raul “Rudy” Ortega and Clemente Sandoval filed a wage-and-hour class action lawsuit against Defendants in the Superior Court of California, County of San Bernardino, Case Number CIVSB2103300, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200, *et seq.*

On September 30, 2021, Steven DelCorso filed a representative action lawsuit against Defendants in the Superior Court of California, County of San Bernardino, Case Number CIVSB2128129, alleging violations of the California Private Attorneys General Act of 2004 (“PAGA”).

Plaintiffs DelCorso, Ortega, Sandoval, and Defendants attended mediation on the matter on April 29, 2022. With the assistance of mediator David Phillips, Esq., the Parties were able to reach a settlement. Plaintiff DelCorso filed a first amended complaint alongside the preliminarily approval documents for purposes of settlement approval, only, adding Plaintiffs Ortega and Sandoval and the allegations in their original Complaint.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants; 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.

Defendants expressly deny Plaintiffs’ allegations and continue to deny they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class.

3. How Does This Class Action Settlement Work?

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who worked at ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC as hourly paid and/or non-exempt employees in California at any time during the Class Period. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by opting-out of the Settlement in the manner set forth in Section No. 6 below. The Settlement of this Class Action also resolves the

PAGA Released Claim as it pertains to the Eligible Aggrieved Employees.

Plaintiffs 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. You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number provided below in Section No. 6.

4. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
<p style="text-align: center;">JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Chancellor Nobles 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259</p>	<p style="text-align: center;">LITTLER MENDELSON, P.C. Sarah E. Ross Kara Adelle Ritter Cole 2049 Century Park East, 5th Floor Los Angeles, California 90067-3107 Telephone: (310) 553-0308 Facsimile: (310) 553-5583</p>

5. 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 lawsuit and will receive your full Individual Settlement Share based on the total number of workweeks you worked as an hourly paid and/or non-exempt employee in California during the Class Period. You will release all the Released Claims, as defined in Section No. 8 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 8 below. If you are also an Eligible Aggrieved Employee, you will also receive an Individual PAGA Payment based on the total number of pay periods you were employed during the PAGA Period, and you will release the PAGA Released Claims, as defined in Section No. 8 below.

- **OPT-OUT OF THE SETTLEMENT:**
 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 Settlement. If you timely “opt-out,” and the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendants, for any the Released Claims as defined in Section No. 8 below. However, if you are also an Eligible Aggrieved Employee, even if you timely and validly opt-out of the Settlement, you will still receive your Individual PAGA Payment and will still release the PAGA Released Claims, defined in Section No. 8 below.

- **OBJECT:**
 If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If

the Court grants approval over your objection, you will remain a Class Member, will release the Released Claims for the Class Period, and you will still receive an Individual Settlement Share as described above. You may mail a legal objection to the proposed Settlement to the Settlement Administrator, or appear at the Final Approval Hearing and communicate your legal objection to the Court. If you would like to object, you may not opt-out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out of This Settlement” and “How Do I Object To The Settlement?”

6. How Do I Opt-Out of This Settlement?

If you do not wish to participate in the Settlement, you may opt-out of the Settlement by sending a timely opt-out form. An Opt-Out Form has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt-out of the Settlement, you will not be releasing the Released Claims, set forth in Section No. 8. The Opt-Out Form must be signed, dated, and mailed by First Class U.S. Mail, **postmarked no later than April 3, 2023** to: ***ITS Technologies & Logistics, LLC, et al. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606***. The Opt-Out Form can also be emailed to ITSTechSettlement@cptgroup.com or faxed to (949) 419-3446 as long as it is no later than April 3, 2023. You cannot opt-out by phone.

If you received a re-mailed Notice Packet, whether by skip-trace or forwarded mail, your Response Deadline to postmark an Opt-Out Form will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Notice Packet has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Opt-Out Form as described in the paragraph above. The Opt-Out Form should: (a) include the Class Member’s name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; and (d) be submitted or postmarked no later than the Response Deadline. A request to opt-out will be deemed valid as long as it is submitted or postmarked to the Settlement Administrator by the Response Deadline and provides sufficient information to allow the Settlement Administrator to ascertain the Class Member's identity and to ascertain that the Class Member wants to opt out of the Settlement. Any Class Member who fails to submit a valid and timely Opt-Out Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you are a Class Member who is also an Eligible Aggrieved Employee, and you timely and validly opt-out of the Settlement in the manner described above, you will still be entitled to your Individual PAGA Payment and will still release the PAGA Released Claims, defined in Section No. 9 below.

7. 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 mailing it to the Settlement Administrator by First Class U.S. Mail, postmarked no later than **April 3, 2023** to: ***ITS Technologies & Logistics, LLC et al. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606***. The objection can also be emailed to ITSTechSettlement@cptgroup.com or faxed to (949) 419-3446 as long as it is no later than April 3, 2023. Objections must: (a) state the objecting Class Member’s full name, address, and telephone number; (b) include the words “Notice of Objection” or “Formal Objection;” and (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection. However, an objection will be deemed valid as long as it is submitted or postmarked to the Settlement Administrator

by the Response Deadline and provides sufficient information to allow the Settlement Administrator to ascertain the Class Member's identity and to ascertain that the Class Member objects to the Settlement or to some term(s) of the Settlement.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel and orally object to the Settlement. Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than fifteen (15) calendar days before the Final Approval hearing.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If you received a re-mailed Notice Packet, whether by skip-trace or forwarded mail, your Response Deadline to postmark an objection to the Settlement will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Notice Packet has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

If the Court rejects the notice of objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

8. *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 fully release and discharge ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and Conglobal Transport, LLC, and any and all of their past, present and future direct or indirect parents, sister or related entities, acquired companies, subsidiaries, predecessors, successors and affiliates as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heirs, representatives, accountants, auditors, consultants, and any individual or entity which could be jointly liable with ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC ("Released Parties").

A. Released Claims.

As of the Effective Final Settlement Date, the claims that Plaintiffs and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are: all claims alleged or could have been alleged based on the facts alleged in the operative complaint, which arose during the Class Period, specifically including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), including any alleged failure to provide complete and/or accurate wage statements; (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (8) Violation of California Business and Professions Code § 17200, *et seq.*, including all claims for injunctive relief, declaratory relief, restitution, unfair business practices alleged or which could have been alleged in connection with any other claims; and (9) Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004 (PAGA)), including those claims set forth in DelCorso's Letter to the Labor

& Workforce Development Agency for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders generally, including but not limited to overtime pay, minimum wage, regular wages and/or sick pay whether contractual or statutory, as well as any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions, also including any claims for penalties (statutory, civil or otherwise), attorneys' fees, costs, interest, penalties, or premiums in connection with the claims in this Paragraph. All federal claims shall likewise be released, and shall be barred by the settlement by virtue of res judicata, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018) (“Released Claims”). The Released Claims do not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers’ compensation benefits.

B. PAGA Released Claims.

As of the Effective Final Settlement Date, the LWDA and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees during the PAGA Period, will be precluded from pursuing any and all claims for civil penalties pursuant to PAGA asserted in the Action or in the PAGA Notice against the Released Parties, including for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and the Industrial Welfare Commission (“IWC”) Wage Orders. The period of the PAGA Released Claims shall extend to the limits of the PAGA Period (“PAGA Released Claims”). PAGA Released Claims do not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers’ compensation benefits.

C. Effective Final Settlement Date.

The Effective Date of the settlement shall be the date of the Court’s Order granting final approval of this settlement, and the settlement becomes final and is no longer appealable. For purposes of this settlement, “becomes final and is no longer appealable” shall mean upon the later of: (1) if there are no objections to the settlement, or any objections are withdrawn prior to the final approval hearing, the date of the Court’s Order granting final approval of this settlement; (2) if there are one or more objections to the settlement, the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order approving this Settlement may be timely filed (i.e., 61 days from entry), and none is filed; (3) if there are one or more objections to the settlement and if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving this settlement passes, and no further review is requested; or (4) if there are one or more objections to the settlement and if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving this settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.

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

The total maximum amount that Defendants could be required to pay under the Agreement shall be up to but no more than \$1,500,000 (“Gross Settlement Amount” or “GSA”).

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 Enhancement Payments to

Plaintiffs Steven DelCorso, Raul “Rudy” Ortega and Clemente Sandoval in an amount up to \$10,000 (each) for the prosecution of the Class Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Administration Costs to the Settlement Administrator in the amount not to exceed \$20,000; (3) the PAGA Payment of \$75,000, seventy-five percent (75%) of which (\$56,250) shall be paid to the LWDA, and twenty-five percent (25%) of which (\$18,750) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis; (4) the Attorney Fee Award to Class Counsel in an amount not to exceed \$500,000 (one-third of the Gross Settlement Amount); and (5) payment to Class Counsel of Cost Award in an amount not to exceed \$25,000 for litigation costs. All these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed among all Class Members who have not opted out. The Settlement Administrator will pay each Participating Class Member according to his or her proportional share of the Net Settlement Amount, which will be equal to: (1) the number of weeks the Participating Class Member worked during the Class Period, based on the Class Data provided by Defendants, (2) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period, based on the same Class Data, (3) which is then multiplied by the Net 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 Participating Class Member’s Individual Settlement Share ties directly to the number of weeks the Participating Class Member worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or opt-out from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: <<SettAmount>>, less taxes. This is based on Defendants’ records which show you worked <<TotalWorkweeks>> workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you must provide documentation and/or an explanation to show contrary information to the Settlement Administrator at ***ITS Technologies & Logistics, LLC, et al. Settlement Administrator, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606*** on or before **April 3, 2023**. You can also provide documentation and/or an explanation to show contrary information to the Settlement Administrator by emailing it to ITSTechSettlement@cptgroup.com or faxing it to (949) 419-3446 on or before April 3, 2023. If you do not provide any documents supporting your dispute, the number of workweeks reported in Defendants’ records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Any evidence submitted will be reviewed and Class Counsel and Counsel for Defendants will make a final determination. Any dispute that cannot be resolved by Class Counsel and Counsel for Defendants may be brought before the Court before final approval of the Class Settlement.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages, and eighty percent (80%) of your Individual Settlement Share will be treated as penalties and interest. The wages portion of your Individual Settlement Share will be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on an IRS Form W-2. All other amounts paid to you by the Settlement Administrator will be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and shall be reported by applicable IRS Forms 1099. The Settlement Administrator will calculate, withhold, and pay to the appropriate taxing authorities the employee’s share of payroll tax and required income tax from the Participating Class Member’s Individual Settlement Share.

No later than fourteen (14) calendar days after the Effective Final Settlement Date (defined above), Defendants shall deposit the Gross Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to the Settlement Administrator.

Within ten (10) business days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, Individual PAGA

Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the PAGA Payment, and the Administration Costs.

It is strongly recommended that upon receipt of your Individual Settlement Share 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 after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and pay the amounts of the Individual Settlement Shares or Individual PAGA Payments (as applicable) to the California Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Eligible Aggrieved Employees.

If you are both a Participating Class Member and an Eligible Aggrieved Employee, you will receive both (a) an Individual Settlement Share, and (b) an Individual PAGA Payment based on your allocated portion of the PAGA Payment, described in greater detail in Section No. 11 below.

10. *What is the PAGA Payment and Am I Eligible for it?*

Under the terms of the Settlement, \$75,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of California. \$56,250 will be sent to California, and Eligible Aggrieved Employees will share \$18,750 based on the number of pay periods they worked during the PAGA Period from July 6, 2020 to July 29, 2022.

You are an "aggrieved employee" eligible ("Eligible Aggrieved Employee") to share the PAGA Payment under the settlement, if you are a current or former hourly-paid or non-exempt employee who worked for ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC in California from July 6, 2020 to July 29, 2022 ("PAGA Period").

The Settlement Administrator will pay each Eligible Aggrieved Employee according to his or her proportional share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be equal to: (1) the number of pay periods the Eligible Aggrieved Employee worked during the PAGA Period, based on the Class Data provided by Defendants, (2) divided by the total number of pay periods worked by any and all Eligible Aggrieved Employees collectively during the PAGA Period, based on the same Class Data, (3) which is then multiplied by the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Payment ties directly to the number of pay periods the Eligible Aggrieved Employee worked during the PAGA Period.

It is strongly recommended that upon receipt of your check for your Individual PAGA Payment, 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 after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and pay the amounts of the checks to the California Controller's Unclaimed Property Fund in the names of the Eligible Aggrieved Employees.

Based on your total number of pay periods <<TotalPAGAPayPeriod>>, your estimated Individual PAGA Payment is <<PAGAAmount>>. One hundred percent (100%) of this payment will be considered penalties. As such, this payment will not be treated as wages, and the Settlement Administrator will issue you an IRS Form 1099 if your payment exceeds \$600. You are responsible for paying any federal, state or local taxes owed as a result of this payment.

You cannot opt-out from the PAGA portion of the settlement if the Court grants final approval.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

11. *Final Approval Hearing*

The Court will hold a Final Approval Hearing concerning the proposed settlement on April 11, 2023 at 10:00 a.m. before the Hon. David Cohn, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, Department S-26. You are not required to appear at this hearing. If the Court moves the Final Approval Hearing, the Settlement Administrator will mail you a postcard alerting you of the new hearing date.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “ITS Technologies & Logistics, LLC et al. class action settlement.”

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the San Bernardino County Superior Court at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415- 0210, between 8:30 a.m. and 4:30 p.m.

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