

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

Han v. New Connect Logistics, Inc., Los Angeles Superior Court Case No. 19STCV02681

If you were employed by New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., and/or New Connect Freight, Inc. in California as a non-exempt salaried employee at any time(s) between January 30, 2015 to March 31, 2020, a class action settlement may affect your rights.

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

This is not a lawsuit against you. You are not being sued. However, your legal rights are affected by whether you act or do not act.

- A proposed Settlement of the action *Han v. New Connect Logistics, Inc.*, Los Angeles Superior Court Case No. 19STCV02681 (“*Han Action*”), has been reached by the Parties and has been granted Preliminary Approval by the Court supervising the lawsuit.
- The proposed Settlement will resolve all claims in this lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the *Han Action* and your legal rights and options under the Settlement:

Your Legal Rights and Options in this Settlement

DO NOTHING	<p>Receive an Individual Settlement Payment.</p> <p>If you received this notice and do not exclude yourself from the Settlement (pursuant to the procedures set forth Question 14 below), you will receive an Individual Settlement Payment automatically without the need to return a claim form, after final judicial approval of the Settlement Agreement, and will release and lose the right to assert all released claims against Defendants or other Released Parties as described below (see Question 7).</p>
MAIL-IN A WRITTEN EXCLUSION REQUEST	<p>Exclude yourself from the Settlement and get no payment.</p> <p>If you do not want to participate as a Settlement Class Member, you may “opt-out” of the Settlement and the Settlement Class by submitting a signed written exclusion request (pursuant to the procedures set forth Question 14 below) to the Settlement Administrator that is postmarked no later than <u>June 27, 2022</u>. Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. If you submit a valid and timely opt-out request and the Court grants final approval of the Settlement, you will not receive any payment from the Settlement, and will not give up your right to sue Defendants or other Released Parties for the released claims (see Question 7 below). PAGA Members are not able to opt-out of the PAGA portion of the Settlement. A Settlement Class Member who is a PAGA Member and who opts out will still release the PAGA Claims and receive a check for PAGA penalties.</p>
OBJECT	<p>Object to the Settlement; Receive an Individual Settlement Payment.</p> <p>If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you must submit a written objection and supporting papers by mail to the Settlement Administrator no later than <u>June 27, 2022</u>, or appear at the hearing (see Question 19) and state any objections to the proposed Settlement. You may appear at the hearing telephonically. Written objections that do not include all required information, or that are not submitted timely, will be disregarded. The Court does not require written objections for an objector to appear at the hearing and raise an objection. If the Court overrules your objections, you will be part of the Settlement and will receive an Individual Settlement Payment, and you will release and lose the right to assert all released claims against Defendants or other Released Parties as described below (see Question 7). If you wish to object, you must not exclude yourself from the Settlement.</p>

The procedures for opting-out and objecting are set forth in detail below in the Section entitled, “Your Rights and Options.”

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BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Defendants' records indicate that you were employed by New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., and/or New Connect Freight, Inc. in California as a non-exempt salaried employee at some point between January 30, 2015 and March 31, 2020 (the "Class Period"). This notice is designed to advise you of how you can participate in this Settlement or how you can exclude yourself from or object to this Settlement.

2. What is this lawsuit about?

In this lawsuit (the "*Han* Action"), Plaintiffs Scott Han, Mee Yeon Kang, Minho Han, Eun Su Jang, Moon Seok Choi, and Dong Jin Kim ("Plaintiffs") claim that Defendants New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., New Connect Freight, Inc., Man Youn, and Seo Kyoung Choi (collectively, "Defendants") violated the California Labor Code by failing to pay minimum and overtime wages for all hours worked; failing to provide meal and/or rest periods; failing to timely pay resigning or terminating employees their final wages; failing to reimburse employee expenses; and failing to provide proper itemized wage statements. Based on the same set of facts, Plaintiffs further claim that Defendants violated California's Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.). Plaintiffs also assert claims for penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., for the above alleged Labor Code violations.

At all times, Defendants have denied Plaintiffs' legal claims and maintain that they paid all current and former employees in accordance with the law. Defendants believe that they have strong legal and factual defenses to Plaintiffs' claims and deny any wrongdoing. Defendants further contend that the *Han* Action is not appropriate for class treatment for any purpose other than settlement.

Despite their disagreement concerning the merits of Plaintiffs' allegations, with the assistance of a professional mediator, Plaintiffs and Defendants agreed to a settlement to be paid on the terms set forth below. Plaintiffs and their counsel believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

3. What is a class action and who is involved?

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The persons who sued are called the Plaintiffs. The parties being sued (in this case, New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., New Connect Freight, Inc., Man Youn, and Seo Kyoung Choi) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. On April 20, 2022, Judge David S. Cunningham of the Los Angeles Superior Court, the judge assigned to oversee this lawsuit, issued an order preliminarily certifying the Settlement Class and directed that you receive this Notice.

4. Has the Court decided who is right?

The Court has not decided who should win this case. Instead, the Court has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law. Both sides agreed to resolve this lawsuit with no decision or admission of who is right or wrong.

THE SETTLEMENT

5. Why is there a settlement?

Both sides agreed to the Settlement to avoid the risk and expense of further litigation. The Settlement does not mean that any law was broken. Defendants deny all of the claims in the lawsuit. Plaintiffs and their lawyers think the Settlement is in the best interests of all Settlement Class Members.

6. How much can I expect to receive from the settlement?

Under the terms of the Settlement, Defendants have agreed to pay a gross total settlement amount of \$549,751.84 (the "Settlement Amount"). Deducted from this amount will be sums approved by the Court for (1) attorneys' fees in the lawsuit not to exceed \$219,900.74 (40% of the gross Settlement Amount), (2) reasonable costs incurred by Class Counsel in the lawsuit in the amount of up to \$35,000, (3) enhancement payments to the Plaintiffs for their services as the Class Representatives and general releases by the six Plaintiffs of all claims not to exceed \$5,000 each, (4) fees and expenses of the Settlement Administrator in the amount of up to \$8,500, and (5) a payment of \$7,500 to the State of California Labor & Workforce Development Agency. The entire remaining amount left after the above amounts have been deducted from the Settlement Amount (the "Remainder," which is estimated to be \$248,851.10), less applicable taxes and withholdings, will be used to pay Settlement Class Members who do not opt-out of the Settlement and PAGA Members regardless of whether they opt-out of the Settlement.

"Settlement Class" or "Settlement Class Members" means all non-exempt salaried employees of New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., and/or New Connect Freight, Inc., who worked at any time during the period from January 30, 2015 to March 31, 2020 (the "Class Period"). "PAGA Members" refers to the Settlement Class Members who worked during the period April 9, 2018 to March 31, 2020 (the "PAGA Period").

The Remainder, minus \$2,500, shall be referred to as the "Class Pool." The balance of the \$2,500 of the Remainder shall be referred to as the "PAGA Pool." A Settlement Class Member who is not a PAGA Member will only receive an Individual Settlement Payment paid out from the Class Pool. A PAGA Member will receive an Individual Settlement Payment paid out from both the Class Pool and PAGA Pool.

The Individual Settlement Payments paid out of the Class Pool will be proportionally based on the number of pay periods worked during the Class Period, as determined from participating Settlement Class Members' respective dates of employment (less any leaves of absence). The respective pay periods worked during the Class Period by each participating Settlement Class Member will be divided by the total pay periods worked during the Class Period for all participating Settlement Class Members, resulting in a payment paid out of the Class Pool for each participating Settlement Class Member. Each participating Settlement Class Member's payment ratio is then multiplied by the Class Pool to determine the proportionate allocation.

For a PAGA Member, in addition to receiving a proportionate allocation of the Class Pool, his or her Individual Settlement Payment that will include a proportionate allocation of the PAGA Pool. The portion of the Individual Settlement Payment that will be paid out of the PAGA Pool will be proportionally based on the number of pay periods worked during the PAGA Period, as determined from the respective dates of employment (less any leaves of absence) of PAGA Members. The respective pay periods worked during the PAGA Period by each PAGA Member will be divided by the total pay periods worked during the PAGA Period for all PAGA Members, resulting in a payment for each PAGA Member. The payment ratio of each PAGA Member is then multiplied by the PAGA Pool to determine the proportionate allocation.

Each portion of the Individual Settlement Payment paid out of the Class Pool will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) for each participating Settlement Class Member.

Each portion of the Individual Settlement Payment paid out of the PAGA Pool is intended to settle claims for PAGA civil penalties. Accordingly, each portion of the Individual Settlement Payment paid out of the PAGA Pool will not be reduced by payroll tax withholding and deductions; instead, the Settlement Administrator will issue to the PAGA Members IRS Form 1099s and their state and local equivalents with respect to the payments.

A participating Settlement Class Member shall be paid his or her portion of the Individual Settlement Payment paid out of the Class Pool unless he or she timely requests exclusion from the Settlement Class pursuant to the procedures set forth herein; however, he or she shall be paid his or her portion of the Individual Settlement Payment paid out of the PAGA Pool regardless of whether he or she timely requests exclusion from the Settlement Class pursuant to the procedures set forth herein.

Your Individual Settlement Payment will depend on the number of valid exclusion requests submitted, and may be larger or smaller depending on how many valid opt-out requests are submitted. PAGA Members are not able to opt-out of the PAGA portion of the Settlement. A Settlement Class Member who is a PAGA Member and who opts out will still release the PAGA Claims and receive a check for PAGA penalties.

Defendant's records indicate that you are a member of the Settlement Class and you <<are/are not>> a PAGA Member.

Defendants' records indicate that the number of pay periods that you worked was: <<PayPeriods>

Based on the foregoing formula, your proportionate share of the Settlement is approximately: \$<<SettAmt>>

Individual Settlement Payments shall be made in two rounds. In each round, the payments of the amounts will be roughly equal.

If you disagree with the information reflected on this notice, you may state the basis of your disagreement and submit documentation supporting your position by no later than **June 27, 2022**, to the Settlement Administrator at the following address: New Connect Logistics, Inc. Settlement, c/o Phoenix Settlement Administrators, P.O. BOX 7208, Orange, CA 92863. Please be advised that the information listed above is presumed to be correct unless the documents you submit prove otherwise. Any decision by the Settlement Administrator with regard to the disputes as to the number of pay periods you worked shall be final.

Each portion of the Individual Settlement Payment paid out from the Class Pool shall be allocated 20% as wages and two-thirds 80% as non-wage income (which constitutes interest and penalties). Each portion of the Individual Settlement Payment paid out of the PAGA Pool shall be allocated 100% as non-wage income.

Settlement Class Members shall hold harmless Defendants from any and all actions, claims or demands brought by any tax or other authority based upon Settlement Class Members' tax obligations arising from the payment to be made pursuant to this Settlement, and shall reimburse Defendants for any taxes, interest, and penalties paid by Defendants as a result of any such actions, claims or demands. However, Settlement Class Members shall not indemnify Defendants should any government taxing authority determine that Defendants are responsible for employer payroll taxes in connection with the Settlement payments. Each Settlement Class Member is advised to consult with their own tax advisors concerning the tax consequences of the payments they receive. Nothing in this Notice or the Settlement is intended to be tax advice.

Depending on rulings from the Court that might affect the net Remainder, as well as the number of Settlement Class Members who opt out of the settlement, the actual amount you will receive if the Court grants Final Approval of the settlement may vary from the above estimated amount.

7. What am I giving up in exchange for the settlement benefits?

If approved by the Court, the proposed Settlement Agreement will be binding on all Settlement Class Members who do not timely opt out of the Settlement. If you do not timely opt out of the Settlement and the Settlement is given final approval, you will fully release and discharge Man Youn, Seo Kyoung Choi, New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., and New Connect Freight, Inc. and all of their parent, subsidiary, affiliated and related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, agents, and attorneys, and any entities or partnerships with which they are affiliated (“Released Parties”) for and from the released claims stated below. PAGA Members are not able to opt-out of the PAGA portion of the Settlement. A Settlement Class Member who is a PAGA Member and who opts out will still release the PAGA Claims and receive a check for PAGA penalties.

Settlement Class Members’ Release of Claims: All Settlement Class Members who do not opt-out of the settlement shall release all claims pled or that could have been pled in the Class Action Complaint deriving from and/or based on the facts alleged, arising out of or related to services to or work performed for Defendants during the Class Period, including claims for wages, penalties, interest, attorneys’ fees and/or costs. The release shall encompass all claims, causes of action or liability relating to alleged violations of sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1198, 2802, 2698 *et seq.* of the California Labor Code and section 17200 *et seq.* of the California Business and Professions Code. The release shall include the “Released Parties” defined above. The release will take effect only upon Defendants fully funding the Gross Settlement Amount by depositing the Gross Settlement Amount into the account established by the Settlement Administrator.

PAGA Members’ Release of Claims: All PAGA Members, regardless of whether they opt-out of the settlement, shall release claims for penalties under PAGA as disclosed in the letter Plaintiffs sent to the California Labor and Workforce Development Agency and claims for penalties under PAGA that could have been premised on the facts alleged in the Class Action Complaint. The release shall include the “Released Parties” defined above. The release will take effect only upon Defendants fully funding the Gross Settlement Amount by depositing the Gross Settlement Amount into the account established by the Settlement Administrator.

Whether or not you cash the settlement check, the Settlement will be binding. If you do not cash your check within 180 days of the date on the check, your check will be void and the funds will be directed to the State Controller’s Office under the Unclaimed Property Statutes. Additionally, even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the Settlement and the release.

You can talk to Class Counsel (listed in Question 18) for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

8. How do I get a payment?

If you received this notice by mail, you will receive an Individual Settlement Payment automatically if you do not exclude yourself from the Settlement. PAGA Members are not able to opt-out of the PAGA portion of the Settlement. A Settlement Class Member who is a PAGA Member and who opts out will still release the PAGA Claims and receive a check for PAGA penalties.

9. When will I get my payment?

Individual Settlement Payments will be mailed to Settlement Class Members who are eligible to receive benefits under the Settlement, after the Court approves the Settlement, and after time for appeals has ended and any appeals have been resolved. After the Court approves the Settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Individual Settlement Payments shall be made in two rounds. In each round, the payments of the amounts will be roughly equal.

10. When is the effective date of the Settlement Agreement?

The Settlement Agreement becomes effective upon the Court's Final Approval Order becoming final. The Court's Final Approval Order "becomes final" upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Judgment.

WHO IS IN THE SETTLEMENT CLASS

11. Am I part of this Settlement Class?

The Settlement Class Members include all individuals who were employed by New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., and/or New Connect Freight, Inc. in California as non-exempt salaried employees at any time(s) during the period between January 30, 2015 and March 31, 2020.

12. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Settlement Administrator or Class Counsel, at the phone number or address listed in Question 18.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class or opt-out of the Settlement Class by **June 27, 2022**. Each option has specific 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 above and explained in more detail here.

13. What happens if I do nothing at all?

You don't have to do anything now if you want to receive a share of the money from this Settlement between Defendants and Plaintiffs. By doing nothing you are staying in the Settlement Class and you keep the possibility of getting money that may come from this Settlement. But, you will be bound by the Final Judgment and you will give up any rights to sue the Released Parties about the Released Claims (as those terms are defined above).

14. How do I ask the Court to exclude me from the Settlement Class?

Settlement Class Members may exclude themselves ("opt-out") from the Settlement Class by submitting a signed written exclusion request to the Settlement Administrator by mail to New Connect Logistics, Inc. Settlement, C/o Phoenix Settlement Administrators, P.O. BOX 7208, Orange, CA 92863, on or before **June 27, 2022**. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, and the last four digits of your social security number. Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Settlement and will not be bound by either the Settlement or the Final Judgment. PAGA Members are not able to opt-out of the PAGA portion of the Settlement. A Settlement Class Member who is a PAGA Member and who opts out will still release the PAGA Claims and receive a check for PAGA penalties.

15. What happens if I exclude myself from the Settlement?

If you timely exclude yourself from the Settlement pursuant to the procedures above, you will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendants in the future, subject to any defenses that Defendants may assert. PAGA Members are not able to opt-out of the PAGA portion of the Settlement. A Settlement Class Member who is a PAGA Member and who opts out will still release the PAGA Claims and receive a check for PAGA penalties.

16. What if I want to object to the Settlement?

If you are a Settlement Class Member and believe that the Settlement should not be finally approved by the Court for any reason, and want the Court to consider your objection, you must send your objection by mail to the Settlement Administrator or appear at the hearing (see Question 19) and state any objections to the proposed Settlement. You may appear at the hearing telephonically. Any written objections must be mailed to the Settlement Administrator at the following address: New Connect Logistics, Inc. Settlement, c/o Phoenix Settlement Administrators, P.O. BOX 7208, Orange, CA 92863, on or before **June 27, 2022**. Such objection shall include the name and number of the case, *Han v. New Connect Logistics, Inc.*, Case No. 19STCV02681, your name (and former names, if any), address, and telephone number, your dates of employment, the basis for any objection, your signature, and, if you are represented by counsel, the name and address of your counsel.

You cannot object to the Settlement if you exclude yourself from the Settlement. DO NOT submit both an opt-out statement and an objection. If you submit both, the objection will be disregarded. All objections or other correspondence must state the name and number of the case, *Han v. New Connect Logistics, Inc.*, Case No. 19STCV02681. The Court does not require written objections for an objector to appear at the hearing and raise an objection.

17. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, you will be part of the Settlement, will release your claims, and will receive an Individual Settlement Payment.

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

THE LAWYERS REPRESENTING THE PARTIES

18. Who are the lawyers representing the Parties?

The attorneys representing the Class (“Class Counsel”) are:

Jonathan Ricasa	Briana M. Kim
Law Office of Jonathan Ricasa	Briana Kim, PC
15760 Ventura Boulevard, Suite 700	249 East Ocean Boulevard, Suite 814
Encino, California 91436	Long Beach, California 90802
Telephone: (818) 650-8077	Telephone: (714) 482-6301
Facsimile: (818) 301-5151	Facsimile: (714) 482-6302

The attorneys representing Defendants are:

Stella K. Park
Yalan Zheng
LAW OFFICES OF PARK & ZHENG
6 Venture, Suite 265
Irvine, CA 92618

THE FAIRNESS HEARING

The judge will hold a hearing to decide whether to finally approve the Settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don't have to.

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

The Court will hold a hearing to determine whether to finally approve the Settlement in Department 11 at the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012; the hearing is currently scheduled to occur on August 8, 2022, at 11:00 a.m. The hearing may be moved to a different date and/or time without additional notice.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections, the judge will consider them. The Court will only listen to people who are authorized to speak at the hearing. At this hearing, the Court will also decide how much to pay Class Counsel and how much to pay Plaintiffs in enhancement payments. You may appear at the hearing telephonically. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. If the Settlement is approved by the Court, notice of final judgment will be posted on the following website: <http://www.phoenixclassaction.com>.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to talk about it. As long as you mailed your written objection by the deadline, the Court will consider it. You may also appear at the hearing and state any objections to the proposed Settlement. You may also pay another lawyer to attend, but it is not required.

21. Address Change

If you move before settlement payments are made, or if the address on this notice is incorrect in any way, you must notify the Settlement Administrator of your updated address to ensure your receipt of your share of the settlement funds.

GETTING MORE INFORMATION

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Civil Clerk's Office of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012. Please note that a mandatory face mask order remains in effect. Face masks must be worn over the nose and mouth at all times in all public courthouse spaces. Appointments are strongly encouraged for the Clerk's Office. You may also review the Settlement Agreement and other documents online at <http://www.phoenixclassaction.com> or you may contact the Settlement Administrator as follows:

Phoenix Settlement Administrators
Telephone: (800) 523-5773 Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com
Website: <http://www.phoenixclassaction.com>

You may also contact Class Counsel at the address and telephone number provided in Question 18 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.