

## NOTICE OF CLASS ACTION SETTLEMENT

*Maya Pitarro et al. v. DSV Air & Sea, Inc. et al.*  
United States District Court for the Northern District of California  
Case No. 3:19-cv-00849-SK

*You are not being sued. A court authorized this Notice. This Notice affects your rights.  
Please read it carefully.*

IF YOU WORKED IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE AT DSV AIR & SEA, INC. OR UTI UNITED STATES, INC. AT ANY TIME DURING THE TIME PERIOD FROM NOVEMBER 29, 2014 THROUGH FEBRUARY 29, 2020 AND/OR AT ANY TIME DURING THE TIME PERIOD FROM SEPTEMBER 24, 2017 THROUGH JUNE 22, 2020, THIS CLASS AND REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

### ***Why Should You Read This Notice?***

A proposed settlement (the “Settlement”) has been reached in the class and representative action lawsuit entitled *Maya Pitarro et al. v. DSV Air & Sea, Inc. et al.* United States District Court for the Northern District of California, Case No. C19-cv-00849-SK (“the Action”). You are eligible to receive compensation under this Settlement.

The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action, and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Sallie Kim on December 7, 2020 at 9:30 a.m. in Department C of the United States District Court for the Northern District of California located at 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether the Settlement is fair, adequate, and reasonable.

**YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.**

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b><i>DO NOTHING</i></b>	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against DSV Air & Sea, Inc. (“Defendant”), as explained more fully below.
<b><i>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</i></b>	You have the option to pursue separate legal action against Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement Class. As a result, you will not receive any benefits under the Settlement Class.
<b><i>OBJECT</i></b>	To object to the Settlement, you must submit a written statement explaining why you don’t like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement Class.

### ***Who Is Affected By This Proposed Settlement?***

All persons who are or were employed by Defendant as non-exempt employees in the State of California (“the Settlement Class”) at any time during the time period from November 29, 2014 through February 29, 2020 (“the Settlement Period”).

All persons who are or were employed by Defendant as non-exempt employees in the State of California (“the PAGA Group”) at any time during the time period from September 24, 2017 through the date of preliminary approval (“the PAGA Period”).

According to Defendant’s records, you are a member of the Settlement Class (“Settlement Class Member”) and/or PAGA Group.

### ***What Is This Case About?***

In the Action, Plaintiff Maya Pitarro (“Plaintiff”) alleges on behalf of herself, the Settlement Class, and the PAGA Group the following claims against Defendant: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged or quitting employees; (7) failure to furnish accurate itemized statements; (8) failure to maintain required records; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (10) unfair and unlawful business practices and (11) penalties pursuant to the Labor Code Private Attorneys General Act (“PAGA”).

Plaintiff seeks unpaid wages, statutory and civil penalties, damages, restitution, interest, attorneys' fees, and costs. Defendant denies all liability and is confident it has strong legal and factual defenses to these claims, but Defendant recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes the Settlement is in the best interests of all Settlement Class and PAGA Group members. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

### ***What are the Settlement terms?***

Subject to Final Court Approval, Defendant will pay \$1,100,000.00 (the "Settlement Amount") for: (a) Individual Settlement Payments to Settlement Class members who do not request to be excluded from the Settlement ("Participating Settlement Class Members"); (b) the Court-approved Enhancement Payment to Plaintiff for serving as a class representative; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) PAGA penalties.

The "Net Settlement Amount" is the remainder of the Settlement Amount after deductions have been made for the following items: (1) up to \$366,666.67 (one-third of the Settlement Amount) for Class Counsel's attorneys' fees; (2) reimbursement of reasonable costs incurred in the Action not to exceed \$13,000; (3) the costs of settlement administration; (4) \$25,000 for the share of the PAGA penalties; and (5) \$7,500 to Plaintiff for serving as a class representative.

These different portions of the Settlement Amount are explained below.

#### **Settlement Class Counsel Attorneys' Fees and Costs: Service Award, Settlement Administration Costs, and Payment to the LWDA.**

Class Counsel will ask the Court to award attorneys' fees up to \$366,666.67 (one-third of the Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$13,000. This amount will be deducted from the overall Settlement Amount.

#### **Plaintiff's Individual Enhanced Payment:**

Class Counsel will also ask the Court to authorize an Enhanced Payment of up to \$7,500.00 to Plaintiff for her efforts in prosecuting the Action on behalf of the Settlement Class. This amount will also be deducted from the overall Settlement Amount and will be in addition to the normal Individual Settlement Payment that Plaintiff will already receive.

#### **Settlement Administration Costs:**

The Parties estimate the cost of administering the Settlement will not exceed \$10,000.00. Accordingly, the Parties will ask the Court to deduct this \$10,000 from the Settlement Amount in order to hire an organization known as the "Settlement Administrator" to help with the settlement by, for example, mailing out this notice to everyone involved in the Settlement and, eventually, calculating and mailing checks to everyone. This amount will be deducted from the overall Settlement Amount.

#### **PAGA Penalties:**

In addition, \$25,000.00 will be allocated to penalties, which the State of California is entitled to under the California Private Attorneys General Act ("PAGA"). Of this, 75% or \$18,750.00 will be paid to the California Labor Workforce & Development Agency ("LWDA"), and the remaining 25%, or \$6,250.00, will be distributed to the PAGA Group. This amount will be deducted from the overall Settlement Amount. Each member of the PAGA Group will receive on a *pro rata basis* based on the number of workweeks he or she worked during the PAGA Period. Your estimated share of the PAGA Penalty is listed on the Information Sheet enclosed with this Notice. Your share of the PAGA penalty will be mailed by the Settlement Administrator within thirty (30) days of the date that the settlement is funded.

#### **Individual Settlement Payments.**

After deduction from the Settlement Amount for Class Counsel's attorneys' fees and costs, the payment to Plaintiff, PAGA penalties, and the costs of administering the Settlement, there will be a "Net Settlement Amount." From this Net Settlement Amount, each Participating Settlement Class Member will receive an Individual Settlement Payment.

The Net Settlement Amount shall be divided among all Participating Settlement Class Members on a *pro rata* basis based on the number of workweeks each Participating Settlement Class Member worked during the Settlement Period. Your estimated Individual Settlement Payment is listed on the Information Sheet enclosed with this Notice. Individual Settlement Payments will be mailed to Participating Settlement Class Members by the Settlement Administrator within thirty (30) days of the date that the settlement is funded.

Twenty percent (20%) of each Individual Settlement Payment will be designated as wages, for which you will receive a W-2 form. The remaining eighty percent (80%) of each Individual Settlement Payment will be allocated to penalties and interest for which you will receive a 1099 form.

Settlement checks will remain valid for 180 days from issuance. If a settlement check remains uncashed after 180 days, the Settlement Administrator shall distribute the value of the uncashed checks to the State of California Trial Court Improvement and Modernization Fund (25%), Equal Access Fund of the Judicial Branch (25%) and Legal Aid at Work (50%).

### ***What claims are being released by the proposed Settlement?***

Upon the date of Final Approval, Plaintiff, each Participating Settlement Class Member, and members of the PAGA Group shall be required to give up their rights to bring a lawsuit against Defendant for any of the claims that are currently being settled in the Action.

Specifically, Participating Settlement Class Members shall be deemed to have waived, released, discharged and promised never to assert in any forum any and all claims against Defendant, its respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of them, that were alleged in the Litigation or which could have been alleged based on the facts asserted in the Litigation. These claims include, but are not limited to: Failure to Pay Minimum Wages; Failure to Pay Overtime Wages; Failure to Provide Legally Compliant Meal Periods; Failure to Reimburse Necessary Business Expenses; Failure to Provide Legally Compliant Rest Periods; Failure to Timely Pay Wages Due At Separation; Failure to Provide Accurate Itemized Wage Statements; Failure to Maintain Accurate Employment Records; Violations of Business & Professions Code § 17200, *et seq.* based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable Industrial Welfare Commission wage order(s). As to the PAGA claims, only the PAGA Group who worked during the PAGA Period will release claims of civil penalties under PAGA and waive any right to serve as a PAGA representative in this Litigation, or any other action seeking to recover civil penalties under PAGA during the same PAGA Period.

### ***What are my options in this matter?***

You have three options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class and receive an Individual Settlement Payment; (B) exclude yourself from the Settlement Class; or (C) object to the Settlement. These options are explained below.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of objecting to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment entered in the Action, including the release of the Released Claims as described above.

#### **OPTION A: Do Nothing and Receive a Settlement Payment**

You do not need to do anything in order to receive an Individual Settlement Payment. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Settlement Class, you consent to the release of the Released Claims as described above.

#### **OPTION B: Exclude Yourself from the Settlement**

If you do not want to be part of the Settlement Class, you must submit a letter requesting to be excluded from the Settlement Class (“Request to be Excluded”) to the Settlement Administrator at the following address, postmarked on or before October 19, 2020:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863

In order to be valid, your Request to be Excluded must (1) state your full name, address, and telephone number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement Class in *Pitarro v. DVS Air & Sea, Inc.*, Case No. C19-cv-00849-SK and (3) be signed by you or your authorized representative.

If you submit a timely and valid Request to be Excluded, you will not be entitled to any Individual Settlement Payment and will not be entitled to or permitted to assert an objection to the Settlement. If you do not timely submit a Request to be Excluded, you will be bound by the Release described above and all other terms of the Settlement.

#### **OPTION C: Object to the Settlement**

Any Settlement Class member who has not submitted a request for exclusion may object to the terms of the Settlement. You may object to the proposed settlement in writing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must: (a) clearly identify the case name and number (*Pitarro v. DSV Air & Sea, Inc.*, Case Number 3:19-cv-00849-SK), (b) be signed by the Settlement Class member or their authorized representative; (c) state the specific grounds for the objection; (d) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (e) be submitted to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, or by filing it in person at any location of the United States District Court for the Northern District of California, and (f) be filed or postmarked on or before October 19, 2020.

If the Settlement Class member timely submits a written objection, he or she may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court, provided the Settlement Class member notifies the Court, Class Counsel, and Defense Counsel as identified below. Any attorney who will represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve Class Counsel and Defendant's Counsel. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the Release set forth above, unless the Settlement is not finally approved by the Court.**

***What is the next step in the approval of the Settlement?***

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, and Plaintiff's request for an Enhanced Payment and attorneys' fees and costs to Class Counsel on December 7, 2020 at 9:30 a.m. in Courtroom C of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, 15th Floor, San Francisco, California 94102. The Final Approval Hearing may be changed without further notice to Settlement Class Members. You should check the Settlement Administrator's website (<http://www.phoenixclassaction.com/pitarro-v-dsv/>) or the Court's PACER site (<https://ecf.cand.uscourts.gov>) to confirm that the date has not been changed. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com/pitarro-v-dsv/>) within seven (7) calendar days after entry of the Final Order and Judgment.

***How can I get additional information?***

This notice summarizes the proposed settlement. More information about the Settlement can be obtained from a few different places.

First, by accessing the Settlement Administrator's website located at <http://www.phoenixclassaction.com/pitarro-v-dsv/> which has links to the Settlement Agreement, the Motions for Approval and Motion for Attorneys' Fees and Costs and Enhanced Payment to Plaintiff and this Notice.

Second, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. However, **PLEASE DO NOT** call the Court of the Court Clerk's Office to ask questions about this settlement.

Third, by contacting the following attorneys who are representing the Parties in this Action.

**Settlement Class Counsel**

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