

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KENNETH MURRAY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

NEW WORLD VAN LINES OF SAN
FRANCISCO, a California corporation; NEW
WORLD VAN LINES, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG21095207

Honorable Brad Seligman
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 23, 2022
Time: 3:00 p.m.
Department: 23

Reservation No.: A-21095207-001

Complaint Filed:

Trial Date: April 6, 2021
None Set

1 This matter has come before the Honorable Brad Seligman in Department 23 of the Superior
2 Court of the State of California, for the County of Alameda, on August 23, 2022 at 3:00 p.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appear as counsel for Plaintiff Kenneth Murray ("Plaintiff"), individually and on behalf of all others
5 similarly situated and other aggrieved employees and Gordon Rees Scully Mansukhani, LLP appear
6 as counsel for Defendants New World Van Lines of San Francisco and New World Van Lines, Inc.,
7 erroneously sued as New World Van Lines ("Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and Private
13 Attorneys General Act Settlement ("Settlement," "Agreement," or "Settlement Agreement"),
14 attached as "EXHIBIT 1" to the Declaration of Annabel Blanchard in Support of Plaintiff's Motion
15 for Preliminary Approval of Class Action Settlement. This is based on the Court's determination
16 that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

27 ///

28 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Award, Class Representative Service Award, PAGA Payment, Settlement
3 Administration Costs, and payments to the Settlement Class Members provided thereby, appear to
4 be within the range of reasonableness of a settlement that could ultimately be given final approval
5 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members and PAGA Group Members are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
19 of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt employees who were employed
23 with any of the Defendants within the State of California at any time during the
period from April 6, 2017 through August 23, 2022.

24 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Kenneth Murray as the representative of
27 the Class ("Class Representative").

28 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to

1 handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within fourteen (14) calendar days of the date of this Order, Defendants shall
3 provide the Settlement Administrator with the following information about each Class Member’s:
4 (a) full name, (b) last known mailing address, (c) last known home and/or mobile telephone numbers;
5 (d) last known email address if such information is known; (e) Social Security number; (f) date of
6 hiring, and date of termination of employment, if any; (g) such other information required for the
7 Settlement Administrator to calculate Compensable Workweeks and PAGA Workweeks in
8 conformity with the methodology in the Settlement Agreement (“Class Information” or “Class
9 List”).

10 11. The Court approves, both as to form and content, the Notice of Class Action
11 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
12 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
13 Class Notice appears to fully and accurately inform the Class Members of all material elements of
14 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an
15 opt out request, of Class Members’ and PAGA Group Members’ right to dispute the Compensable
16 Workweeks and PAGA Workweeks credited to each of them, and of each Settlement Class
17 Member’s right and opportunity to object to the Settlement by submitting an objection to the
18 Settlement Administrator and/or presenting their objection orally at the Final Approval Hearing.
19 The Court further finds that distribution of the Class Notice substantially in the manner and form set
20 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
21 Agreement and this Order, meet the requirements of due process and shall constitute due and
22 sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator
23 to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen (14) calendar
24 days of receiving the Class Information, pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member seeking to
27 be excluded from the Class Settlement may submit a written Opt Out to the Settlement Administrator
28 by mail, postmarked no later than the date which is forty-five (45) calendar days after the date the

1 Settlement Administrator mails the Class Notice to Class Members (“Response Deadline”). Any
2 Class Member, who submits a completed, signed and timely written Opt Out shall no longer be a
3 member of the Class, shall be barred from participating in or commenting on the Class Settlement
4 at Final Approval, by appeal, or otherwise, shall be barred from objecting to the Class Settlement,
5 and shall receive no benefit from the Class Settlement, except that Class Members who are in the
6 PAGA Group will still be bound to the PAGA Settlement and issued his or her PAGA Payment
7 Share. Class Members who have not submitted a timely and valid request to be excluded from the
8 Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any
9 final judgment based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department 23 of the Alameda County Superior Court, located at 1225 Fallon Street Oakland,
13 California 94612, to determine all necessary matters concerning the Settlement, including: whether
14 the proposed settlement of the action on the terms and conditions provided for in the Settlement is
15 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
16 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
17 Settlement should be approved as fair, adequate, and reasonable to the Class Members; and to
18 determine whether to finally approve the requests for the Class Counsel Award, Class Representative
19 Service Award, and Settlement Administration Costs.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
21 Counsel Award, Class Representative Service Award, and Settlement Administration Costs, along
22 with the appropriate declarations and supporting evidence, including the Settlement Administrator’s
23 declaration, by _____, to be heard
24 at the Final Approval Hearing.

25 15. Any Settlement Class Member wishing to object to the Class Settlement may submit
26 a written Objection to the Settlement Administrator postmarked on or before the Response Deadline.
27 The objection must be signed and must contain the information that is required, as set forth in the
28 Class Notice, including and not limited to the grounds for the objection. Settlement Class Members

1 may also appear at the Final Approval Hearing.

2 16. The Settlement is not a concession or admission, and shall not be used against
3 Defendants as an admission or indication with respect to any claim of any fault or omission by
4 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
5 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
6 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
7 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
8 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
9 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
10 implementation, interpretation, or enforcement of the Settlement.

11 17. In the event the Settlement does not become effective in accordance with the terms
12 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
13 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
14 vacated, and the Parties shall revert back to their respective positions as of before entering into the
15 Settlement Agreement.

16 18. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
18 Members and PAGA Group Members, and retains jurisdiction to consider all further applications
19 arising out of or connected with the Settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

By: _____

The Honorable Brad Seligman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Murray v. New World Van Lines of San Francisco, et al.
Superior Court of California for the County of Alameda, Case No. RG21095207

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Kenneth Murray ("Plaintiff") and Defendants New World Van Lines of San Francisco and New World Van Lines, Inc. ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the cases entitled *Kenneth Murray v. New World Van Lines of San Francisco, et al.*, Alameda County Superior Court, Case No. RG21095207 and *Kenneth Murray v. New World Van Lines of San Francisco, et al.*, Alameda County Superior Court, Case No. RG21102247 (the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" all current and former hourly-paid or non-exempt employees who were employed with any of the Defendants within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from April 6, 2017 through August 23, 2022.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Group Members" means all current and former hourly-paid or non-exempt employees of Defendants within the State of California during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from April 5, 2020 through August 23, 2022.

II. BACKGROUND OF THE ACTION

On April 5, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that he contends were violated ("LWDA Notice"). On April 6, 2021, Plaintiff filed a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG21095207 ("Murray Class Action"). On June 9, 2021, Plaintiff filed a Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Alameda County Superior Court, Case No. RG21102247 ("Murray PAGA Action"). On October 15, 2021 Plaintiff Filed a First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in Murray PAGA Action. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA") Plaintiff seeks,

among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and Private Attorneys General Act Settlement Agreement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Kenneth Murray as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group Member, you do not need to take any action to receive an PAGA Payment Share.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred and Fifty Thousand Dollars (\$350,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$122,500.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses, in an amount not to exceed Seven Twenty Thousand Dollars (\$20,000.00) ("Litigation Costs") (together, Attorneys' Fees and Litigation Costs are the "Class Counsel Award") to Class Counsel; (2) Class Representative Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Actions; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to the Settlement Administrator; and (4) the amount of Twenty-Five Thousand Dollars (\$25,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"). The PAGA Penalties will be distributed 75% (\$18,750.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$6,250.00) will be distributed to PAGA Group Members ("Employee PAGA Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member worked for any of Defendants as an hourly-paid or non-exempt employee in California during the Class Period ("Compensable Workweeks"). The Settlement Administrator has calculated the total number of Compensable Workweeks of all Class Members ("Total

Compensable Workweeks Value”) and then divided each Class Member’s individual Compensable Workweeks by the Total Compensable Workweeks Value to arrive at each Class Member’s Individual Compensable Workweek Value. Then, the Settlement Administrator has multiplied each Class Member’s Individual Compensable Workweek Value by the Net Settlement Amount to yield the Class Member’s Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Opt Out (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“PAGA Payment Share”), based on the number of PAGA Workweeks of each PAGA Group Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided each PAGA Member’s individual PAGA Workweeks by the total number of PAGA Workweeks of all PAGA Group Members (“Total PAGA Workweeks”) to yield each PAGA Group Member’s “Individual PAGA Workweek Value.” The Settlement Administrator then multiplied each PAGA Group Member’s Individual PAGA Workweek Value by the Employee PAGA Amount to arrive at each PAGA Group Member’s PAGA Payment Share that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each PAGA Payment Share will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and PAGA Payment Shares will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendants’ records:

From April 6, 2017 through August 23, 2022 (i.e., the Class Period), you are credited as having worked [REDACTED] Compensable Workweeks.

From April 5, 2020 through August 23, 2022 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks.

If you wish to dispute the Compensable Workweeks or PAGA Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) which must: (1) contain the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco* RG21095207); (2) include your full name, signature, address, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Workweeks or PAGA Workweeks attributed to you; (4) include information and/or attach documentation demonstrating that the number of Compensable Workweeks and/or PAGA Workweeks that you contend should be credited to you are correct; and (5) be submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or PAGA Payment Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your PAGA Payment Share is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or PAGA Payment Share (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or PAGA Payment Share (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Group Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” are all wage and hour claims, rights, demands, liabilities, causes of action, and theories of liability, whether known or unknown, that were expressly pleaded in, or could have been pleaded, against any of the Released Parties based on the facts alleged in the Murray Class Complaint, arising during the Class Period, including, but not limited to, claims for failure to pay wages, including, but not limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, interrupted, on-duty and/or short meal and/or rest periods, failure to reimburse for business expenses, failure to pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate itemized wage statements/compliant wage statements, failure to keep requisite payroll records, unfair business practices under California Business & Professions Code Section 17200, *et seq.* based on the aforementioned, statutory penalties, damages, interest, costs or attorneys’ fees, and related violations of any other state law, whether for economic damages, non-economic damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, including, but not limited to, all wage and hour claims under California Labor Code Sections 201-204, 226, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

“Released PAGA Claims” are all claims for civil penalties arising under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, that were expressly pleaded in, or could have been pleaded, against any of the Released Parties based on the facts alleged in the Murray PAGA Complaint and/or the LWDA Notice, arising during the PAGA Period, including but not limited to, all claims for civil penalties for failure to pay wages, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, interrupted, on-duty and/or short meal and/or rest periods, failure to reimburse for business expenses, failure to pay wages upon termination, failure to pay wages during employment, and failure to provide accurate itemized wage statements, based on California Labor Code Sections 201-204, 221, 224, 226(a), 226.2, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

“Released Parties” means Defendants and each of their present and former predecessors, successors, parent companies, subsidiaries, divisions, related or affiliated companies, and each of their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with any of the foregoing in connection with the Actions.

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$122,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (“Litigation Costs”) (together the Attorneys’ Fees and Litigation Costs are the “Class Counsel Award”), subject to approval by the Court. The Class Counsel Award granted by the Court will be paid

from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Class Representative Service Award”), in recognition of his services in connection with the Actions. The Class Representative Service Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and PAGA Payment Share (if applicable) that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Outs, Objections, and Workweeks Disputes, calculating Individual Settlement Payments and PAGA Payment Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to opt out from the Class Settlement.

Unless you elect to opt out from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your PAGA Payment Share. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Opting Out from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Opt Out”), which must: (1) include the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco, et al.* RG21095207); (2) include your full name, signature, address, and the last four digits of your Social Security Number; (3) clearly state that you request to exclude yourself from the Class Settlement; and (4) be submitted to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Opt Out will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit an Opt Out will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Group Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued a PAGA Payment Share, regardless of whether they submit an Opt Out.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted an Opt Out, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) include the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco, et al.* RG21095207); (2) include your full name, signature, address, and the last four digits of your Social Security Number; (3) state the grounds for the objection; and (4) be submitted to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award the Class Counsel Award to Class Counsel, Class Representative Service Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 1221 Oak Street, Oakland, California 94612, during business hours, or by online by visiting the following website: <https://eportal.alameda.courts.ca.gov/>, clicking "Searches", clicking "Case Number Search", and entering the case number RG21095207

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.