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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

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Kenneth
Murray); and [Proposed] Order filed
concurrently herewith]

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

Reservation No.: A-21095207-001

Complaint April 6, 2021
Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Kenneth Murray (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelors of Arts degree from University of California at Berkeley in 2001 and earned my Juris Doctor degree from Southwestern University School of Law in 2008. I was admitted to practice law in California in 2008. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked for over a decade providing estate planning and other legal services to the special needs community, including, *inter alia*, representing clients at mediations with school districts and California Regional Centers.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

3 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national property management company involving
5 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC430918.

8 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national retailer involving allegations of misclassification of
10 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
11 certification. On August 26, 2013, the court granted final approval of the class action settlement.
12 The Los Angeles County Superior Court Case Number is BC424012.

13 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a bank, involving allegations of
15 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
16 granted final approval of the class and PAGA representative action settlement. The Kern County
17 Superior Court Case Number is S-1500-CV-273194-LHB.

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

24 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class action against a multinational corporation that provides global workplace
26 solutions, involving allegations of misclassification of the “Operations Manager” position. On
27 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
28 County Superior Court Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco County
5 Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
8 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
9 motion for class certification. On October 20, 2017, the court granted final approval of the class
10 and PAGA representative action settlement. The Los Angeles County Superior Court Case
11 Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
26 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.
28

1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

3 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
4 hour class and PAGA representative action against a lumber and hardware company on behalf of
5 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
7 00747750-CU-OE-CXC.

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a chocolate company on behalf of non-exempt employees. On July
19 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
20 The Alameda County Superior Court Case Number is RG15764300.

21 w) LFJ firm represented the plaintiff in a PAGA representative action, against
22 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
23 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
24 Los Angeles County Superior Court Case Number is BC569664.

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

3 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On December 11, 2017, the court entered an order granting final approval of the class
6 and PAGA representative action settlement. The Los Angeles County Superior Court Case
7 Number is BC569646.

8 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
11 order granting final approval of the class and PAGA representative action settlement. The Los
12 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
13 Proceeding Number is 4819.

14 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a global provider of flexible office
16 space solutions. On February 15, 2018, the court entered an order granting final approval of the
17 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
18 Number is BC498401.

19 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
21 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
22 County Superior Court Case Number is VCU264528.

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.
28

1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
8 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
9 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
10 Council Coordination Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
13 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
14 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
15 Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
19 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
20 court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
25 notable decision from the California Supreme Court clarifying the law and finding, in part, that
26 employer arbitration agreements are unenforceable where they block a PAGA claim from
27 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
28

1 granted approval of the PAGA representative action settlement. The San Diego County Superior
2 Court Case Number is 34-2015-00175330.

3 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class and PAGA representative action against a medical equipment supplier on
5 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
6 for class certification and certified a class. The San Bernardino County Superior Court Case
7 Number is CIVDS1505744.

8 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. The San Diego County Superior
12 Court Case Number is 37-2018-00019611-CU-OE-CTL.

13 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
15 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
16 court granted in part the plaintiff's motion for class certification and certified a class. The
17 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
18 Judicial Council Coordination Proceeding Number is 4930.

19 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class action against manufacturer and supplier of power products and services on
21 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
22 for class certification and certified a class. The San Diego County Superior Court Case Number is
23 37-2015-00025968-CU-OE-CTL.

24 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
25 nutritional products manufacturer on behalf of non-exempt production line employees. On
26 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
27 certified a class. The Solano County Superior Court Case Number is FCS051001.
28

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action and Private Attorneys General Act Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendants New World Van Lines of San Francisco and New World Van Lines, Inc, erroneously sued as New World Van Lines, an unknown business entity, ("Defendants"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of June 2022, the Class is estimated to consist of approximately sixty (60) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over a year and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged extensive

1 information and engaged in discussions regarding their evaluations of the case and various aspects
2 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
3 Parties of proceeding with class certification and/or representative adjudication, the law relating
4 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
5 law and enforcement, as well as the evidence produced and analyzed, and the possibility of
6 appeals, among other things. During all settlement discussions, the Parties conducted their
7 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
8 to all Parties was not easy. Defendants and Defendants' counsel felt strongly about their ability
9 to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they
10 would be able to obtain class certification and prevail at trial. After conducting investigations,
11 formal and informal discovery, and exchange of information, extensive settlement negotiations,
12 and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited
13 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
14 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
15 adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members and
16 Released PAGA Claims of Plaintiff and PAGA Group Members, against the Released Parties.

17 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
18 and scope of the claims, and was preparing the action for class certification and trial. Class Counsel
19 conducted significant investigation and informal discovery regarding the facts of the case,
20 including and not limited to, the exchange, review, and analysis of a large volume of documents
21 and data obtained from Defendants, Plaintiff, and other sources. The volume of data and
22 documents that Class Counsel reviewed and analyzed included and was not limited to:
23 employment records of Plaintiff and other Class Members, a detailed sampling of Class Members'
24 time and pay data, Defendants' Employee Handbook, Driver Worksheets, Helper Worksheets,
25 procedures (including but not limited to California Meal Period Policy, California Rest Break
26 Policy, New Hire Personnel Activity Forms, and Orientation Forms), and policies (including but
27 not limited to New World Pay Plan), among other information and documents. Class Counsel
28 interviewed Plaintiff and conducted investigations to gather facts and circumstances surrounding

1 Plaintiff and putative Class Members' employment and to identify potential witnesses. Counsel
2 for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
3 pleadings and data prior to the mediation. Class Counsel also drafted pleadings and the mediation
4 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
5 among other tasks.

6 13. Counsel for the Parties have also invested time researching and investigating the
7 applicable law, which is constantly evolving as it relates to certification, representative PAGA
8 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
9 Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered.
10 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
11 reasonable.

12 14. The Settlement provides for a Gross Settlement Amount of Three Hundred Fifty
13 Thousand Dollars (\$350,000.00). The Net Settlement Amount is the Gross Settlement Amount
14 less the following amounts, subject to approval by the Court: Class Counsel Award, Class
15 Representative Service Award, PAGA Payment, Settlement Administration Costs. Assuming that
16 the amounts allocated under the Settlement toward these payments are awarded by the Court, the
17 Net Settlement Amount that will be available for distribution to Settlement Class Members is
18 currently estimated to be One Hundred Sixty-Seven Thousand Five Hundred Dollars
19 (\$167,500.00). Additionally, 25% of the PAGA Payment (i.e., the "Employee PAGA Amount"),
20 which is \$6,250.00 out of \$25,000.00, will be distributed to the PAGA Group Members on a *pro*
21 *rata* basis, based on their PAGA Workweeks during the PAGA Period, for the PAGA Settlement.
22 The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement
23 and there is no reversion to Defendants.

24 15. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or
25 "Settlement Administrator") to handle the notice and settlement administration process. The
26 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve
27 as the Settlement Administrator. Defendants shall provide the Settlement Administrator with the
28 following information about each Class Member: (a) full name, (b) last known mailing address,

(c) last known home and/or mobile telephone numbers; (d) last known email address if such information is known; (e) Social Security number; (f) date of hiring, and date of termination of employment, if any; (g) such information required for the Settlement Administrator to calculate Compensable Workweeks and PAGA Workweeks in conformity with the methodology (“Class Information” or “Class List”), and the Settlement Administrator will calculate each Class Member’s estimated share of the Net Settlement Amount (“Individual Settlement Payment”) and each PAGA Group Member’s estimated share of the Employee PAGA Amount (“PAGA Payment Share”). The Settlement Administrator shall be responsible for: processing and mailing payments to the Plaintiff, Class Counsel, the LWDA, Settlement Class Members, and PAGA Group Members; printing and mailing the Class Notice as directed by the Court; calculating the Compensable Workweeks and PAGA Workweeks; receiving and reporting the Opt Outs, Objections, and Workweek Disputes submitted by Class Members; deducting taxes from Individual Settlement Payments and distributing tax forms; calculating the Employer Taxes; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of the Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. Settlement Administration Costs are currently estimated at not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

16. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendants, with respect to Plaintiff, Class Members, and PAGA Group Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff

1 also asserted that Class Members and PAGA Group Members were expected to perform similar
2 job duties and were subject to the same or similar operations and employment policies, practices,
3 and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with
4 respect to Plaintiff, Class Members and PAGA Group Members were substantially the same during
5 the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that Class
6 Members and PAGA Group Members were not paid all of the compensation that was owed to
7 them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
8 would be determined by Defendants' uniform operations and employment practices, policies, and
9 procedures that Plaintiff alleges applied across Defendants' hourly-paid or non-exempt employees
10 in California during the relevant time period.

11 17. Class Counsel is aware of the defenses and position of Defendants, but believes that
12 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
13 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
14 and the difficulties and delays inherent in such litigation, including those involved in class
15 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
16 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants'
17 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
18 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
19 mediator, who is experienced and well-regarded in complex labor and employment matters.

20 18. Defendants, on the other hand, denied and continue to deny any liability and
21 wrongdoing of any kind associated with the allegations in the lawsuit, and further deny that the
22 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
23 the Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides have
24 also had the opportunity to conduct investigations and gather documents and information relating
25 to Plaintiff's, Class Members', and PAGA Group Members' employment with Defendants, and
26 Defendants' operations and employment policies, practices, and procedures. The Parties also
27 reviewed and analyzed a large volume of documents and data, including but not limited to a
28 detailed sampling of Class Members' time and pay information, to determine the potential value

1 and strength of the claims. The available information enabled Class Counsel to assess and value
2 the class and PAGA claims and prepare violation, damages, and penalties analyses and models.
3 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
4 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
5 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
6 account the strengths and weaknesses of each side's position and the uncertainty of how the case
7 might have concluded at certification, trial, and/or appeals.

8 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
9 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
10 (i.e., \$122,500.00) and expenses and costs in an amount not to exceed Twenty Thousand Dollars
11 (\$20,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the
12 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
13 will not receive any compensation until recovery is obtained.

14 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
15 Hundred Dollars (\$7,500.00) to Plaintiff as a Class Representative Service Award, to be paid out
16 of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time
17 and effort to produce relevant documents and past employment records and to provide the facts
18 and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class
19 Counsel needed him, and actively tried to obtain information that would facilitate the pursuit of
20 the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive the Class
21 Representative Service Award, in addition to an Individual Settlement Payment and PAGA
22 Payment Share (if applicable), for services performed in the matter on behalf of the Class and State
23 of California.

24 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
25 in the best interests of Plaintiff, the Class, and the State of California. Class Counsel further
26 submits that the Settlement is within an acceptable range of recovery for this type of litigation
27 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
28 and the costs and risks associated with class certification, representative adjudication, trial, and/or

appeals.

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

Executed on this 1st day of August 2022, at Glendale, California.



Annabel Blanchard

EXHIBIT 1

JOINT SETTLEMENT AGREEMENT OF CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT CLASS SETTLEMENT

This Joint Stipulation of Class Action and Private Attorneys General Act Settlement (“Agreement,” “Settlement,” or “Settlement Agreement”) is made and entered into by and between Kenneth Murray (“Plaintiff”), individually, and on behalf of the Class (as defined below) and the State of California with respect to the PAGA Group (as defined below), on the one hand, and Defendants NEW WORLD VAN LINES OF SAN FRANCISCO and NEW WORLD VAN LINES, INC., erroneously sued as NEW WORLD VAN LINES (together, “Defendants”), on the other hand (collectively, Plaintiff and Defendants are referred to as the “Parties”). The Actions (as defined below) are hereby being compromised and settled pursuant to the terms and conditions set forth in this Settlement, subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Settlement.

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth below:

1. “Actions” means, collectively, the actions entitled *Kenneth Murray v. New World Van Lines of San Francisco, et al.*, filed on April 6, 2021 in the Superior Court of the State of California, County of Alameda, Case No. RG21095207 (“Murray Class Action”) and *Kenneth Murray v. New World Van Lines of San Francisco, et al.*, filed on June 9, 2021 in the Superior Court of the State of California, County of Alameda, Case No. RG21102247 (“Murray PAGA Action”).

2. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint Stipulation of Class Action and Private Attorneys General Act Settlement.

3. “Class Counsel” means Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq., Annabel Blanchard, Esq. of Lawyers *for* Justice PC.

4. “Class Counsel Award” means the Court-approved attorneys’ fees and costs for Class Counsel’s litigation and resolution of the Actions, not to exceed 35% of the Gross Settlement Amount, which is One Hundred Twenty-Two Thousand Five Hundred Dollars (\$122,500), plus

reasonable costs and litigation expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000), incurred by Class Counsel in connection with the Actions.

5. “Class Information” or “Class List” means information regarding Class Members that Defendants shall in good faith compile from their records and shall be authorized by the Court to transmit in a secured, confidential manner to the Settlement Administrator. Class Information shall be transmitted by Defendants to the Settlement Administrator in Microsoft Excel format and shall include each Class Member’s: (a) full name; (b) last known mailing address; (c) last known home and/or mobile telephone numbers; (d) last known email addresses if such information is known; (e) Social Security Number; (f) date of hiring, and date of termination of employment, if any; (g) such other information required for the Settlement Administrator to calculate Compensable Workweeks and PAGA Workweeks in conformity with the methodology set forth in Paragraph 11. The Settlement Administrator will use the Class Information to: (i) calculate the number of Compensable Workweeks that each Class Member worked for Defendants in California as an hourly-paid or non-exempt employee during the Class Period; (ii) calculate the number of PAGA Workweeks that each PAGA Group Member worked for Defendants in California as an hourly-paid or non-exempt employee during the PAGA Period, if any; and (iii) calculate and remit Individual Settlement Payments to Settlement Class Members and PAGA Payment Shares to PAGA Group Members.

6. “Class” or “Class Members” refers to the following: 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.

7. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

8. “Class Period” means the period from April 6, 2017 through August 23, 2022. However, should the Settlement Administrator calculate and determine that the Compensable Workweeks exceed 5,568 in total for the Class Period, Defendants may elect to have the Class Period end on the day before the Compensable Workweeks exceed 5,568 (the “Alternative Negotiated End Date”), as provided by paragraph 60 below.

1 9. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff Kenneth Murray, in addition to his Individual Settlement Payment and PAGA
3 Payment Share (if applicable), in recognition of his efforts and risks in assisting with the
4 prosecution of the Actions in the amount of Seven Thousand Five Hundred Dollars (\$7,500).

5 10. “Class Settlement” means the settlement and resolution of all Released Class Claims.

6 11. “Compensable Workweek(s)” means the number of workweeks during the Class
7 Period in which Class Members worked for any of the Defendants in California as an hourly-
8 paid or non-exempt employee during the Class Period, which will be calculated by the
9 Settlement Administrator by using the Class Information furnished by Defendants. Compensable
10 Workweeks shall equal the number of pay periods worked by each Class Member during the
11 Class Period; Class Members are and were paid on a weekly basis during the Class Period, as
12 such, each pay period the Class Member worked and was paid during the Class Period will equal
13 a Compensable Workweek.

14 12. “Court” means the Superior Court of California for the County of Alameda.

15 13. “Defendants” means NEW WORLD VAN LINES OF SAN FRANCISCO and NEW
16 WORLD VAN LINES, INC. erroneously sued as NEW WORLD VAN LINES, an unknown
17 business entity.

18 14. “Defense Counsel” means Roger M. Mansukhani, Esq., Bimali Walgampaya, Esq.
19 and Heather T. Daiza, Esq. of Gordon Rees Scully Mansukhani, LLP, 633 West Fifth Street, 52nd
20 floor, Los Angeles, California 90071.

21 15. “Effective Date” means the later of the following dates: (1) the date of final resolution
22 of a timely appeal by a Settlement Class Member of any Court order overruling his or her
23 objection to the Class Settlement; (2) the date time expires to file an appeal of any Court order
24 overruling a Settlement Class Member’s objection to the Class Settlement; or (3) if no objection
25 to the Class Settlement is timely submitted, the date of the Court’s Final Approval Order and
26 Judgment.

27 16. “Employer Taxes” means the employer’s share of taxes and contributions in
28 connection with the wages portion of Individual Settlement Payments, which shall be paid by

Defendants in addition to the Gross Settlement Amount.

17. “Employee PAGA Amount” means the twenty-five percent (25%) portion of the PAGA Payment, or Six Thousand Two Hundred Fifty Dollars (\$6,250), to be distributed to PAGA Group Members on a *pro rata* basis based on their PAGA Workweeks during the PAGA Period, for the PAGA Settlement.

18. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

19. “Final Approval Hearing” means the hearing held by the Court to consider whether the Settlement should be granted Final Approval.

20. “Final Approval Order and Judgment” means an order and judgment issued by the Court approving the Settlement, which is binding upon Plaintiff, Defendants, the State of California with respect to the PAGA Group Members, and the Settlement Class Members.

21. “Gross Settlement Amount” means the non-reversionary sum of Three Hundred Fifty Thousand Dollars (\$350,000). This sum includes the Individual Settlement Payments to the Settlement Class Members (including all required withholdings from Individual Settlement Payments, but excluding all Employer Taxes), Class Counsel Award to Class Counsel, Class Representative Service Award awarded to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and the PAGA Payment to be distributed to the LWDA and PAGA Group Members. This is a non-reversionary settlement. In no event shall Defendants be liable for less than Three Hundred Fifty Thousand Dollars (\$350,000), plus any employer side tax obligations that may become due (i.e., Employer Taxes), as a result of this Settlement.

22. “Individual Settlement Payment” means the *pro rata* amount of the Net Settlement Amount that each Class Member is eligible to receive for the Class Settlement, to be calculated as described in Paragraph 67 below.

23. “LWDA” means the California Labor and Workforce Development Agency.

24. “LWDA Notice” means Plaintiff’s written notice submitted on April 5, 2021 to the LWDA and Defendants of the specific provisions of the California Labor Code that are alleged to have been violated.

25. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Payment, or Eighteen Thousand Seven Hundred Fifty (\$18,750), that the Parties have agreed to pay to the LWDA for the PAGA Settlement.

26. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Costs.

27. “Objection” means a Class Member’s written objection to the Class Settlement, which must: (1) include the case name and number of the Murray Class Action; (2) include the Class Member’s full name, signature, address, and the last four digits of his or her Social Security Number; (3) state the grounds for the objection; and (4) be submitted to the Settlement Administrator by mail at the specified address, postmarked on or before the Response Deadline.

28. “Opt Out” means a Class Member written letter indicating a request be excluded from the Class Settlement, which must: (1) include the case name and number of the Murray Class Action; (2) include the Class Member’s full name, signature, address, and the last four digits of his or her Social Security Number; (3) clearly state that the Class Member requests to exclude himself or herself from the Class Settlement; and (4) be submitted to the Settlement Administrator by mail at the specified address, postmarked on or before the Response Deadline.

29. “PAGA” means the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

30. “PAGA Group,” “PAGA Group Member,” or “PAGA Group Members,” means all current and former hourly-paid or non-exempt employees of Defendants who were employed within the State of California during the PAGA Period.

31. “PAGA Payment” means the allocation of Twenty Five Thousand Dollars (\$25,000) from the Gross Settlement Amount for the PAGA Settlement. Pursuant to Labor Code Section 2699(i), the PAGA Payment shall be distributed as follows: 25%, or \$6,250, to the PAGA Group (i.e., Employee PAGA Amount) and 75%, or \$18,750, to the LWDA (i.e., LWDA Payment). If it should later be determined by the Court that an additional amount is needed to effectuate a full and complete release of all Released PAGA Claims, the amount shall be deducted from the

1 Gross Settlement Amount.

2 32. "PAGA Payment Share" means the *pro rata* portion of the Employee PAGA
3 Amount that each PAGA Group Member is eligible to receive under the PAGA Settlement, to be
4 calculated as described in Paragraph 69 below.

5 33. "PAGA Period" means the period from April 5, 2020 through August 23, 2022.
6 However, should the Settlement Administrator calculate and determine that the Compensable
7 Workweeks exceed 5,568 in total for the Class Period, Defendants may elect to have the PAGA
8 Period end on the day before the Compensable Workweeks exceed 5,568, as provided by
9 paragraph 60 below.

10 34. "PAGA Workweek(s)" means the number of Compensable Workweeks during the
11 PAGA Period.

12 35. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

13 36. "Parties" means Plaintiff and Defendants.

14 37. "Plaintiff" means Kenneth Murray.

15 38. "Preliminary Approval Order" means the Order to be issued by the Court approving
16 and authorizing the mailing of the Class Notice by the Settlement Administrator, setting the date
17 of the Final Approval Hearing, and granting preliminary approval of the Settlement, among other
18 things.

19 39. "Released Class Claims" are defined in Paragraph 80 below.

20 40. "Released PAGA Claims" are defined in Paragraph 81 below.

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

26 42. "Response Deadline" means the date that is forty-five (45) calendar days after the
27 date the Settlement Administrator mails the Class Notice to Class Members, within which time
28 period any Class Member may: (a) submit an Opt Out to be excluded from the Class Settlement;

(b) submit an Objection to the Class Settlement; and/or (c) submit a Workweeks Dispute.

43. “Settlement Administrator” or “Administrator” means Phoenix Settlement Administrators.

44. “Settlement Administration Costs” means the reasonable costs and fees payable to the Settlement Administrator for administering the Settlement, estimated not to exceed of Seven Thousand Five Hundred Dollars (\$7,500) from the Gross Settlement Amount and not to exceed the reasonable estimate of the Settlement Administrator, the Settlement Administrator costs are inclusive of, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Class Notices to Class Members; (ii) preparing and submitting to Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards, the Class Representative Service Award, the LWDA Payment, and the Class Counsel Award; (iv) processing and validating Opt Outs; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement. If the Court awards payment of Settlement Administration Costs in an amount that is less than \$7,500, then the leftover balance will be included in the Net Settlement Amount.

45. “Settlement Class Members” means Class Members (including Plaintiff) who do not submit a timely and valid Opt Out.

46. “Workweeks Dispute” means a Class Member’s written letter disputing the number of Compensable Workweeks and/or PAGA Workweeks to which they have been credited, which must: (1) contain the case name and number; (2) include the Class Member’s full name, signature, address, and the last four digits of his or her Social Security Number; (3) clearly state that the Class Member disputes the number of Compensable Workweeks and/or PAGA Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (4) include information and/or attach documentation demonstrating that the number of Compensable Workweeks and/or PAGA Workweeks that he or she contends

1 should be credited to him or her are correct; and (5) be submitted to the Settlement Administrator
2 by mail at the specified address, postmarked on or before the Response Deadline.

3 II. BACKGROUND

4 47. On April 5, 2021, Plaintiff provided written notice to the Labor and Workforce
5 Development Agency by electronic submission and to Defendants by certified mail, in
6 compliance with California Labor Code § 2699.3, of the specific provisions of the California
7 Labor Code that Plaintiff alleges were violated (i.e., LWDA Notice).

8 48. On April 6, 2021, Plaintiff filed a Class Action Complaint for Damages (“Murray
9 Class Complaint”), thereby commencing a putative class action entitled *Kenneth Murray v. New*
10 *World Van Lines of San Francisco, et al.*, in the Court, case number RG21095207 (“Murray
11 Class Action”).

12 49. On June 9, 2021, Plaintiff filed a Complaint for Enforcement Under the Private
13 Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing a PAGA
14 representative action entitled *Kenneth Murray v. New World Van Lines of San Francisco, et al.*,
15 filed in the Court, case number RG21102247 (“Murray PAGA Action”). On October 15, 2021,
16 Plaintiff filed a First Amended Complaint for Enforcement Under the Private Attorneys General
17 Act, California Labor Code § 2698, Et Seq. (“Murray PAGA Complaint”). The Murray Class
18 Complaint and the Murray PAGA Complaint are collectively referred to as the “Operative
19 Complaints.”

20 50. On or about September 27, 2021, the Court ordered the Actions related and assigned
21 both to Department 23 of the Court, Honorable Brad Seligman presiding.

22 51. The Operative Complaints allege that Defendants violated the California Labor Code
23 by failing to properly pay overtime wages, provide compliant meal periods and associated
24 premium payments, provide compliant rest periods and associated premium payments, properly
25 pay minimum wages, properly pay piece-rate compensation, timely pay wages after employment
26 and pay associated waiting-time penalties, timely pay wages during employment, provide
27 compliant wage statements, keep requisite payroll records, reimburse necessary business
28 expenses, and thereby also violated the California Business and Professions Code Section 17200

1 *et seq.* based on the aforementioned California Labor Code violations and engaged in conduct
2 giving rise to civil penalties pursuant to PAGA for the aforementioned California Labor Code
3 violations.

4 52. Defendants deny each of the allegations of the Operative Complaints and the LWDA
5 Notice, deny that Defendants have any liability for the claims of Plaintiff, the putative class he
6 purports to represent, or any allegedly aggrieved employee, is entitled to any relief.

7 53. Class Counsel and Defense Counsel have extensive experience in litigating wage and
8 hour class actions in California. Class Counsel and Defense Counsel have vigorously litigated
9 the Actions since their inception.

10 54. On January 27, 2022, Plaintiff and Defendants engaged in mediation before mediator
11 Jeffrey Krivis, Esq., an experienced mediator in this area of law. In preparation for mediation,
12 Defendants voluntarily provided a 25% sampling of payroll and time records for the Class from
13 April 6, 2017 to November 12, 2021. A Memorandum of Understanding was issued which both
14 sides accepted and was executed by the Parties and their counsel on February 3, 2022. The
15 material terms of the Memorandum of Understanding have been incorporated into this
16 Agreement, and the Memorandum of Understanding is superseded in all respects by this
17 Agreement upon execution by Plaintiff and Defendants.

18 55. This Agreement is made in compromise of the Released Class Claims and Released
19 PAGA Claims against the Released Parties as enumerated in Paragraphs 80-81 below.

20 56. Plaintiff and Class Counsel have concluded, after taking into account the sharply
21 disputed factual and legal issues involved in the Actions, the risks attending further prosecution,
22 and the substantial benefits to be received pursuant to settlement as set forth in this Agreement,
23 that settlement on the terms set forth herein is in the best interest of the Plaintiff, Class Members,
24 State of California, and PAGA Group Members, and is fair and reasonable.

25 57. Similarly, Defendants and Defense Counsel have concluded, after taking into account
26 the sharply disputed factual and legal issues involved in the Actions, the risks and expense
27 attending further litigation, and their desire to put the controversy to rest, that settlement on the
28 terms set forth herein is in their best interest and is fair and reasonable.

1 58. For settlement purposes only, the Parties agree that a class may be certified in the
2 Action pursuant to California Code of Civil Procedure section 382.

3 59. This Settlement contemplates (i) entry of the Preliminarily Approval Order,
4 (ii) distribution of the Class Notice to Class Members, and (iii) entry of the Final Approval Order
5 and Judgment of the Settlement. **Class Counsel will seek preliminary approval so the Court**
6 **shall retain jurisdiction over the Actions and Parties for purposes of enforcing the**
7 **Settlement and resolving any disputes relating to the Settlement.**

8 III. TERMS AND CONDITIONS OF SETTLEMENT

9 60. Alternative Negotiated End Date of Class Period and PAGA Period. After extensive
10 negotiation and calculations shared between the Parties during mediation and informal discovery,
11 the Parties contemplated that there were approximately 5,016 Compensable Workweeks during
12 the period of April 6, 2017 to January 27, 2022. However, should the Settlement Administrator
13 calculate and determine that the Compensable Workweeks exceed 5,568 in total for the Class
14 Period, Defendants may elect to have the Class Period end on the day before the Compensable
15 Workweeks exceed 5,568. The date of the day before the Compensable Workweeks exceed
16 5,568 shall be the Alternative Negotiated End Date.

17 61. Preliminary Approval of the Settlement. So long as the terms of this Agreement are
18 followed, Plaintiff will file an unopposed motion for preliminary approval of the Settlement
19 consistent with this Agreement.

20 62. Bankruptcy Protection. In conjunction with their execution of this Agreement,
21 Defendants must provide an officer's certificate from Defendants' CEO and CFO, to Class
22 Counsel, indicating that they have determined, having made due inquiry, that with the benefit of
23 a discounted settlement, the Defendants are and will remain after payment of the settlement,
24 adequately capitalized, and each officer foresees no need to commence any bankruptcy or state-
25 law insolvency proceeding (e.g. assignment for benefit of creditors).

26 63. Taxes. The Net Settlement Amount is a common fund that will be administered as a
27 Qualified Settlement Fund for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1,
28 and the "administrator" of the Net Settlement Amount, within the meaning of Treas. Reg. §

1 1.468B-2(k), shall comply with all applicable requirements, which shall include, without
2 limitation, (a) preparing a “Regulation Section 1.468B-3 Statement” pursuant to Treas. Reg. §
3 1.468B-3(e) on behalf of Plaintiff and Defendants and providing copies to Class Counsel and
4 Defense Counsel for review and approval (which approval shall not be unreasonably withheld);
5 and (b) preparing and timely filing on behalf of the Net Settlement Amount (i) such income tax
6 and other returns and statements as are required to comply with Treas. Reg. § 1.468B-2 and the
7 other applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and
8 (ii) all necessary state or local tax returns.

9 64. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
10 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
11 an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no
12 written communication or disclosure between or among the Parties or their attorneys and other
13 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or
14 be construed or be relied upon as, tax advice within the meaning of United States Treasury
15 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has
16 relied exclusively upon his, her or its own, independent legal and tax counsel for advice
17 (including tax advice) in connection with this Agreement, (b) has not entered into this
18 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
19 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
20 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
21 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects
22 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
23 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
24 tax structure of any transaction, including any transaction contemplated by this Agreement.

25 65. Settlement Administration. Within fourteen (14) calendar days after the Court enters
26 the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the
27 Class Information for purposes of mailing the Class Notice to Class Members.

28 ///

- 1 a. Notice By First Class U.S. Mail and Email to the Extent Available. Upon receipt of
2 the Class Information, the Settlement Administrator will perform a search based on
3 the National Change of Address Database to update and correct any known or
4 identifiable address changes. Within fourteen (14) calendar days of receiving the
5 Class Information from Defendants, the Settlement Administrator shall mail by
6 First-Class United States mail, and email, to the extent email addresses are
7 available, the Class Notice to each Class Member using the most recent address
8 available to the Settlement Administrator for mail and email delivery. The Class
9 Notice will be in the form attached hereto as **Exhibit 1**, with any modifications to
10 non-material terms required by the Court and/or any modifications agreed to by the
11 Parties and approved by the Court.
- 12 b. Posting of Important Case Documents on Settlement Administrator's Website. No
13 later than the date for mailing the Class Notice set forth above, the Administrator
14 shall post the Class Notice, a copy of this Agreement, a copy of the Operative
15 Complaints, and all court orders that relate to Settlement thereon, on its website.
- 16 c. Undeliverable Notices. Any Class Notices returned to the Settlement Administrator
17 as non-delivered on or before the Response Deadline shall be re-mailed to the
18 forwarding address affixed thereto. If no forwarding address is provided, the
19 Settlement Administrator shall promptly attempt to determine a correct address by
20 use of skip-tracing, or other search using the name, address and/or Social Security
21 number of the Class Member involved, and shall then perform a re-mailing, if
22 another mailing address is identified by the Settlement Administrator. Class
23 Members who are sent a re-mailed Class Notice shall have their Response Deadline
24 extended ten (10) calendar days from the original Response Deadline.
- 25 d. Class Notice. The Class Notice will be provided to the Class Members in both
26 English and Spanish in substantially the form attached as **Exhibit 1**. Each Class
27 Notice shall provide the Class Member with the estimated number of Compensable
28 Workweeks that will be credited to that Class Member, the estimated Individual

1 Settlement Payment of that Class Member, and the formula that will be used to
2 calculate the Individual Settlement Payments for all Class Members. If the Class
3 Member is also in the PAGA Group, the Class Notice shall also provide the PAGA
4 Group Member with the estimated number of PAGA Workweeks that will be
5 credited to that PAGA Group Member, the estimated PAGA Payment Share of that
6 PAGA Group Member, and the formula for calculating the PAGA Payment Shares
7 for all PAGA Group Members. The Class Notice shall also include instructions for
8 submitting an Opt Out, an Objection, and Workweeks Dispute.

9 e. Workweeks Disputes. Class Members (or PAGA Group Members) will have the
10 opportunity, should they disagree with Defendants' records regarding their
11 estimated number of Compensable Workweeks and/or PAGA Workweeks, to
12 submit a Workweeks Dispute. If there is a dispute, the Settlement Administrator
13 will consult with the Parties to determine whether an adjustment is warranted. The
14 Settlement Administrator shall determine the eligibility for, and the amounts of, any
15 Individual Settlement Payments and/or PAGA Payment Shares under the terms of
16 this Agreement. The Settlement Administrator's determination of the eligibility for
17 and amount of any Individual Settlement Payment and/or PAGA Payment Share
18 shall be binding upon the Settlement Class Members, PAGA Group Member, and
19 the Parties, unless it is proven that the Settlement Administrator made a material
20 error in the calculation.

21 f. Objections. Any Settlement Class Member wishing to object to the Class Settlement
22 may submit a written Objection to the Settlement Administrator by mail.
23 Settlement Class Members may also appear at the Final Approval Hearing to
24 present any objections to the Class Settlement. Class Counsel and Defense Counsel
25 shall file any responses to any written Objections at least seven (7) calendar days
26 before the Final Approval Hearing which must be scheduled at least seven (7)
27 calendar days after the deadline for Class Counsel and Defense Counsel to respond
28 to written Objections, or on another date set by the Court.

1 g. Opt Outs. Any Class Member seeking to be excluded from the Class Settlement
2 must submit a written Opt Out to the Settlement Administrator by mail. Any Class
3 Member, who submits a completed, signed and timely written Opt Out shall no
4 longer be a member of the Class, shall be barred from participating in or
5 commenting on the Class Settlement at Final Approval, by appeal, or otherwise,
6 shall be barred from objecting to the Class Settlement, and shall receive no benefit
7 from the Class Settlement, except that Class Members who are in the PAGA Group
8 will still be bound to the PAGA Settlement and issued his or her PAGA Payment
9 Share. Any untimely or incomplete Opt Out shall be considered null and void. If a
10 Class Member submits both a completed, signed and timely Objection and a
11 completed, signed and timely Opt Out, the Opt Out shall be processed by the
12 Settlement Administrator and deemed valid (while the Objection will be
13 disregarded by the Settlement Administrator), and the Class Member shall be
14 excluded as a Settlement Class Member and will not participate in the Class
15 Settlement. The Settlement Administrator shall notify Class Counsel and Defense
16 Counsel of the number of timely Opt Outs within seven (7) calendar days after the
17 Response Deadline.

18 h. If more than ten percent (10%) of the Class Members opt out of the Class
19 Settlement by submitting completed, signed and timely written Opt Outs,
20 Defendants shall have the right in their sole discretion to rescind and void this
21 Settlement by giving written notice to Class Counsel within ten (10) business days
22 after the Settlement Administrator informs the Parties that the opt out rate exceeded
23 ten percent (10%). If Defendants exercise their right to rescind and void this
24 Settlement under this Paragraph, Defendants shall pay any and all reasonable costs
25 and expenses incurred by the Settlement Administrator.

26 66. Funding and Allocation of Gross Settlement Amount. This is a non-reversionary
27 Settlement in which Defendants are required to pay the entirety of the Gross Settlement Amount.
28 No amount of the Gross Settlement Amount will revert to Defendants. Within fourteen (14)

1 calendar days after the Effective Date, the Settlement Administrator will provide the Parties with
2 an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement
3 Agreement. Within thirty (30) calendar days of the Effective Date, Defendants will pay the Gross
4 Settlement Amount plus an amount sufficient for Employer Taxes to the Settlement
5 Administrator, to be held in a Qualified Settlement Fund. Within seven (7) calendar days of the
6 funding of the Gross Settlement Amount and an amount sufficient for Employer Taxes, the
7 Settlement Administrator will issue payments due under the Settlement and approved by the
8 Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) PAGA
9 Payment Shares to PAGA Group Members; (c) LWDA Payment to the LWDA; (d) Class
10 Representative Service Award to Plaintiff; (e) Class Counsel Award to Class Counsel; and (f)
11 Settlement Administration Costs to itself (the Settlement Administrator).

12 67. Calculation of Individual Settlement Payments. The Settlement Administrator will
13 calculate the total number of Compensable Workweeks worked by all Settlement Class Members
14 during the Class Period (“Total Compensable Workweeks”). Each Class Member’s individual
15 number of Compensable Workweeks worked during the Class Period will be divided by the
16 Total Compensable Workweeks to yield his or her “Individual Compensable Workweek Value”;
17 and the Settlement Administrator will multiply each Class Member’s Individual Compensable
18 Workweek Value by the Net Settlement Amount to yield his or her gross Individual Settlement
19 Payment.

20 68. Taxes for Wages. Each gross Individual Settlement Payment will be allocated as
21 twenty percent (20%) wages, which will be reported on an IRS Form W-2 by the Settlement
22 Administrator, and eighty percent (80%) as penalties, interest, and non-wage damages, which
23 will be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement
24 Administrator will withhold (and remit to the appropriate taxing authorities) the employee’s
25 share of taxes and withholdings with respect to the wages portion of the Individual Settlement
26 Payments.

27 69. Calculation of PAGA Payment Shares. The Settlement Administrator will calculate
28 the total number of PAGA Workweeks worked by all PAGA Group Members during the PAGA

Period (“Total PAGA Workweeks”). Each PAGA Group Member’s individual number of PAGA Workweeks worked during the PAGA Period will be divided by the Total PAGA Workweeks to yield his or her “Individual PAGA Workweek Value”; and the Settlement Administrator will multiply each PAGA Group Member’s Individual PAGA Workweek Value by the Employee PAGA Amount to yield his or her PAGA Payment Share.

70. Taxes for PAGA. One hundred percent (100%) of the PAGA Payment Shares will be allocated as penalties and will be reported on IRS Form 1099 (if applicable) by the Settlement Administrator.

71. Settlement Checks. The Settlement Administrator may, at its discretion, distribute Individual Settlement Payments and PAGA Payment Shares by way of a single check that combines both payments (if applicable). Any checks issued to Settlement Class Members and/or PAGA Group Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance, and thereafter, shall be cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds associated with such cancelled checks will be transmitted to Legal Aid Society of San Mateo County. The Parties each represent that they do not have any significant affiliation or involvement with the proposed *cy pres* recipient. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or PAGA Payment Share checks. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employer’s and employees’ share of taxes, contributions, and/or withholding associated with cancelled Individual Settlement Payments, all such amounts shall also be transmitted to Legal Aid Society of San Mateo County. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Class Settlement. PAGA Group Members whose PAGA Payment Share checks are cancelled, shall, nevertheless, be bound by the PAGA Settlement.

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1 72. Class Representative Service Award. Defendants agree not to oppose or object to any
2 application or motion by Plaintiff Kenneth Murray for a Class Representative Service Award of
3 up to Seven Thousand Five Hundred Dollars (\$7,500) for his time and effort in bringing and
4 prosecuting the Actions and in exchange for a release of the Released Class Claims and Released
5 PAGA Claims. Any portion of the requested Class Representative Service Award that is not
6 awarded to the Plaintiff shall be part of the Net Settlement Amount and shall be distributed to
7 Settlement Class Members as part of the Individual Settlement Payments. The Settlement
8 Administrator shall issue an IRS Form 1099 to Plaintiff for his Class Representative Service
9 Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his
10 Class Representative Service Award and shall hold harmless Defendants and the Settlement
11 Administrator from any claim or liability for taxes, penalties, or interest arising as a result of the
12 Class Representative Service Award. The Class Representative Service Award shall be in
13 addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member and
14 PAGA Payment Share as a PAGA Group Member.

15 73. Class Counsel Award. Defendants agree not to oppose or object to any application or
16 motion by Class Counsel for the Class Counsel Award, seeking attorneys' fees not to exceed
17 thirty-five percent (35%) of the Gross Settlement Amount (or \$122,500), plus reasonable
18 litigation costs in an amount up to Twenty Thousand Dollars (\$20,000), supported by a
19 declaration from Class Counsel, from the Gross Settlement Amount. Any portion of the
20 requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net
21 Settlement Amount and shall be distributed to Settlement Class Members as part of the
22 Individual Settlement Payments. Class Counsel shall be solely and legally responsible to pay all
23 applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator
24 shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this
25 Paragraph. With respect to the Class Counsel Award to Class Counsel, the Settlement
26 Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize
27 other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so
28 shall be paid separately by Class Counsel and shall not be included within the Settlement

Administration Costs. Defendants and Defense Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator.

74. PAGA Payment. Subject to Court approval, the Parties have allocated Twenty-Five Thousand Dollars (\$25,000) for the payment of claims brought under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq* (i.e., PAGA Payment). California Labor Code section 2699(i) requires that the Parties distribute any settlement of PAGA claims as follows: seventy-five percent (75%) to the LWDA for enforcement of labor laws and education of employers (i.e., LWDA Payment); and twenty-five percent (25%) to “aggrieved employees” (i.e., Employee PAGA Amount). The LWDA Payment (i.e., \$18,750) shall be paid to the LWDA and the Employee PAGA Amount (i.e., \$6,250) shall be paid to the PAGA Group in accordance with the terms of this Agreement.

75. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The latest estimate of such costs of administration furnished by Phoenix Settlement Administrators is not to exceed Five Thousand Dollars (\$5,000). However, given that this is only an estimate, the Parties have allocated up to Seven Thousand Five Hundred Dollars (\$7,500) towards Settlement Administration Costs. The Settlement Administrator, on Defendants’ behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be paid from the Gross Settlement Amount, subject Court approval. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact awarded or required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

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1 76. The Parties agree to cooperate in the Settlement Administration process and to make
2 all reasonable efforts to control and minimize the cost and expenses incurred in administration of
3 the Settlement. The Parties and their counsel each represent they do not have any financial
4 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
5 Administrator that could create a conflict of interest.

6 77. The Settlement Administrator shall be responsible for: processing and mailing
7 payments to the Plaintiff, Class Counsel, the LWDA, Settlement Class Members, and PAGA
8 Group Members; printing and mailing the Class Notice as directed by the Court; calculating the
9 Compensable Workweeks and PAGA Workweeks; receiving and reporting the Opt Outs,
10 Objections, and Workweeks Disputes submitted by Class Members; deducting taxes from
11 Individual Settlement Payments and distributing tax forms; calculating the Employer Taxes;
12 processing and mailing tax payments to the appropriate state and federal taxing authorities;
13 providing declaration(s) as necessary in support of preliminary and/or final approval of the
14 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
15 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
16 the performance of all Settlement Administrator responsibilities. No later than eighteen (18)
17 court days before the Final Approval Hearing, the Settlement Administrator shall provide its
18 declaration regarding the mailing of the Class Notice, processing of Objections, Opt Outs, and
19 Workweeks Disputes, and accounting of the Gross Settlement Amount and the highest, lowest,
20 and average amounts of payments to be made to Settlement Class Members and PAGA Group
21 Members, and shall attach all Objections as exhibits to said declaration.

22 78. No person shall have any claim against Defendants, Plaintiff, Settlement Class
23 Members, PAGA Group Members, Class Counsel, Defense Counsel or the Settlement
24 Administrator based on distributions and payments made in accordance with this Agreement.

25 79. Final Approval Hearing and Entry of Judgment. Following the expiration of the
26 Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to
27 determine Final Approval of the Settlement, along with the amount properly payable for (i) the
28 Class Counsel Award (ii) the Class Representative Service Award, (iii) Individual Settlement

1 Payments and/or PAGA Payment Shares, (iv) the Settlement Administration Costs, (v) the
2 LWDA Payment, and entry of judgment. Pursuant to California Rule of Court 3.769(h), after
3 granting Final Approval, the Court shall retain jurisdiction over the Parties to enforce the terms
4 of the judgment.

5 IV. RELEASED CLAIMS

6 80. Released Class Claims with Respect to the Settlement Class Members. Upon the
7 Effective Date and full funding of the Gross Settlement Amount, each Settlement Class Member
8 shall fully and finally release and discharge the Released Parties, and each of them from the
9 Released Class Claims. The “Released Class Claims” are all wage and hour claims, rights,
10 demands, liabilities, causes of action, and theories of liability, whether known or unknown, that
11 were expressly pleaded in, or could have been pleaded, against any of the Released Parties based
12 on the facts alleged in the Murray Class Complaint, arising during the Class Period, including,
13 but not limited to, claims for failure to pay wages, including, but not limited to, overtime wages
14 and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium
15 pay arising out of missed, late, interrupted, on-duty and/or short meal and/or rest periods, failure
16 to reimburse for business expenses, failure to pay wages upon termination, failure to timely pay
17 wages during employment, failure to provide accurate itemized wage statements/compliant wage
18 statements, failure to keep requisite payroll records, unfair business practices under California
19 Business & Professions Code Section 17200, *et seq.* based on the aforementioned, statutory
20 penalties, damages, interest, costs or attorneys’ fees, and related violations of any other state law,
21 whether for economic damages, non-economic damages, restitution, tort, contract, equitable
22 relief, injunctive or declaratory relief, including, but not limited to, all wage and hour claims
23 under California Labor Code Sections 201-204, 226, 226.7, 510, 512(a), 1174(d) 1194, 1197,
24 1197.1, 1198, 2800, and 2802.

25 81. Released PAGA Claims with Respect to the PAGA Group Members. Upon the
26 Effective Date and full funding of the Gross Settlement Amount, Plaintiff on behalf of himself,
27 the State of California (with respect to PAGA Group Members), and each PAGA Group
28 Member, shall fully and finally release and discharge the Released Parties, and each of them

from the Released PAGA Claims. The “Released PAGA Claims” means 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. This release shall be binding on the PAGA Group regardless of whether they submit a valid Opt Out from the Class Settlement.

82. Release by Plaintiff. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, for himself, his successors, assigns, agents, executors, heirs and personal representatives, spouse and attorneys, and any and all of them, voluntarily and with the advice of counsel, waives and releases any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against any of the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all claims arising from or relating to any and all acts, events and omissions occurring prior to the date of the Court’s Final Approval of the Class Settlement. Plaintiff further releases all unknown claims against any of the Released Parties, covered by California Civil Code Section 1542, which states: “**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her**

1 **settlement with the debtor or released party.”** Notwithstanding the provisions of section
2 1542, and for the purpose of implementing a full and complete release and discharge of all of his
3 released claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its
4 effect, without limitation, all released claims, which Plaintiff does not know or suspect to exist in
5 his favor at the time of execution hereof, and that the Settlement contemplates the
6 extinguishment of all such released claims.

7 83. Mutual Non-Disparagement and Neutral Reference. The Parties further represent,
8 warrant and agree, that they will not, either orally or in writing, make defamatory or otherwise
9 injurious statements concerning Plaintiff or any of the Released Parties, which includes postings
10 in any internet forum. This provision is a material, essential, and indispensable condition of this
11 Agreement. In responding to requests related to future employment or references, Defendants
12 will provide only information regarding Plaintiff’s employment start date, separation date, any
13 Department of Transportation-regulated questions compelled by law, and job titles. Plaintiff
14 agrees to direct any future or prospective employer to Defendants’ Human Resources
15 Department. Nevertheless, Class Counsel and Plaintiff may provide information to the Court to
16 support certification of a class for purposes of settlement, valuation of claims for purposes of
17 settlement, and as required to obtain Court approval of the settlement, and this will not be
18 considered a violation of this section.

19 84. No Publicity. Pursuant to applicable legal requirements, the Settlement Agreement
20 will be filed with the Court and the Court will be requested to certify a class for purposes of the
21 Settlement, and members of the Class will be given notice of certification and of the Settlement,
22 pursuant to California Code of Civil Procedure section 382, California Rules of Court 3.769,
23 *Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, also, the Settlement Agreement and related
24 orders and judgment will be submitted to the Labor and Workforce Development Agency
25 pursuant to California Labor Code section 2699(l). Nevertheless, Plaintiff agrees that he will not
26 otherwise promote or publicize any of the terms or conditions of this Settlement Agreement, and
27 upon inquiry, Plaintiff shall respond in substance by stating only that the Actions have been
28 resolved and that the Court either has or will be appointing the Settlement Administrator who

1 can confirm whether or not an individual has been identified as a Class Member or PAGA
2 Member and that additional information can be obtained in that respect from the Settlement
3 Administrator.

4 85. Participation in Other Proceedings. Plaintiff also agrees that he will not hereafter file,
5 or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or
6 prosecution of any other charges, complaints, petitions or accusatory pleadings regarding claims
7 resolved by the Settlement brought by any other person in any court or with any governmental
8 agency in which Defendants or any other party released herein is named as a defendants or
9 responding party, and will not testify unless compelled by a subpoena or lawful court order,
10 other than the finalizing, implementation, or enforcement of the Settlement herein. Plaintiff
11 agrees that he will not knowingly encourage any other individual to pursue any litigation, claims,
12 or administrative proceedings for claims resolved by the Settlement against Defendants.

13 IV. MISCELLANEOUS PROVISIONS

14 86. Nullification of Settlement Agreement. If the Court for any reason does not finally
15 approve this Settlement, this Agreement shall be considered null and void and all Parties to this
16 Settlement shall stand in the same position, without prejudice, as if the Settlement had been
17 neither entered into nor filed with the Court. Invalidation of any material portion of this
18 Settlement shall invalidate this Settlement in its entirety unless the Parties and their counsel
19 agree in writing, and the Court approves and finds, that the remaining provisions shall remain in
20 full force and effect.

21 87. Exhibits and Headings. The terms of this Agreement include the terms set forth in
22 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
23 Any Exhibit to this Agreement is an integral part of the Settlement. The descriptive headings of
24 any paragraphs or sections of this Agreement are inserted for convenience of reference only and
25 do not constitute a part of this Agreement.

26 88. Amendment or Modification. Prior to the filing of the motion for preliminary
27 approval of the Settlement, the Parties may not amend or modify any provision of this Settlement
28 Agreement except by written instrument signed by counsel for all Parties or their successors-in-

1 interest, which will be submitted to the Court for approval. After the filing of the motion for
2 preliminary approval of the Settlement, the Parties may not amend or modify any provision of
3 this Settlement Agreement except by written instrument signed by counsel for all Parties or their
4 successors-in-interest and subject to Court approval.

5 89. Entire Agreement. This Agreement and any attached Exhibits between the Parties
6 constitute the entire Agreement among these Parties, and no oral or written representations,
7 warranties or inducements have been made to any Party concerning this Agreement or its
8 Exhibits other than the representations, warranties and covenants contained and memorialized in
9 the Agreement and its Exhibits.

10 90. Authorization to Enter Into Settlement Agreement. Counsel for the Parties warrant
11 and represent they are expressly authorized by the Parties whom they represent to negotiate this
12 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
13 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
14 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
15 other and use their best reasonable efforts to affect the implementation of the Settlement. The
16 person signing this Agreement on behalf of Defendants represents and warrants that he or she is
17 authorized to sign this Agreement on Defendants' behalf. Plaintiff represents and warrants that
18 he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
19 covered by this Settlement to a third-party.

20 91. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 92. California Law Governs. All terms of this Agreement and the Exhibits hereto and any
23 disputes arising hereunder shall be governed by and interpreted according to the laws of the State
24 of California.

25 93. Interim Stay of Proceedings. As of the date this Agreement is fully executed, the
26 Parties agree to hold in abeyance all proceedings in the Actions (including with respect to
27 California Code of Civil Procedure section 583.310), except such proceedings necessary to
28 implement and complete the Settlement Agreement, unless the Court denies Final Approval at

the Final Approval Hearing, then the California Code of Civil Procedure section 583.310 time limitations period commences the following court day.

94. Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms and requirements of this Agreement, including but not limited to, the execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this stipulated Agreement. The Parties will cooperate in a timely manner to incorporate these terms and all other reasonable and necessary terms that may be required to effectuate a fair and reasonable settlement, subject to Court approval. If the Court rejects the Settlement for reasons other than the amount being insufficient, the Parties agree to cooperate fully with each other in restructuring the Agreement in a way that does not increase the Gross Settlement Amount to meet the Court's concerns.

95. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

96. Invalidity of Any Provision (Severability). Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

97. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and Class Counsel:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendants and Defense Counsel:

Roger M. Mansukhani, Esq.
Bimali Walgampaya, Esq.
Heather T. Daiza, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071

IT IS SO AGREED:

Dated: 07/22/2022

Electronically Signed
2022-07-23 01:43:31 UTC - 107.116.89.45
Kenneth Murray
Nintex AssureSign®
7b36d414-3e4b-4782-81a9-aed9013f5d61

KENNETH MURRAY

Dated:

NEW WORLD VAN LINES OF SAN FRANCISCO

By:
Title:

Dated:

NEW WORLD VAN LINES, INC.

By:
Title:

APPROVED AS TO FORM:

Dated: July 25, 2022

LAWYERS for JUSTICE, PC

Edwin Aiwanian

Edwin Aiwanian
Attorneys for Plaintiff and the Class

Dated:

GORDON REES SCULLY MANSUKHANI, LLP

Roger M. Mansukhani
Bimali Walgampaya
Heather T. Daiza
Attorneys for Defendants
NEW WORLD VAN LINES OF SAN FRANCISCO and
NEW WORLD VAN LINES, INC.

IT IS SO AGREED:

Dated:

KENNETH MURRAY



Dated:

July 8, 2022

NEW WORLD VAN LINES OF SAN FRANCISCO

By: David Marx

Title: Secretary



Dated:

July 8, 2022

NEW WORLD VAN LINES, INC.

By: David Marx

Title: President

APPROVED AS TO FORM:

Dated:

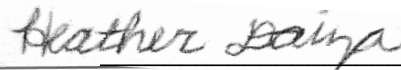
LAWYERS *for* JUSTICE, PC

Edwin Aiwarzian

Attorneys for Plaintiff and the Class

Dated: July 11, 2022

GORDON REES SCULLY MANSUKHANI, LLP



Roger M. Mansukhani

Bimali Walgampaya

Heather T. Daiza

Attorneys for Defendants

NEW WORLD VAN LINES OF SAN FRANCISCO and
NEW WORLD VAN LINES, INC.