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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

TIM CHUNG, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

ASSURANCE IQ, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 34-2023-00337274

CLASS ACTION

[Hon. Jill H. Talley, Dept. 23]

**DECLARATION OF TIM CHUNG
REGARDING MOTIONS FOR APPROVAL
OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: May 1, 2026
Time: 9:00 a.m.
Courtroom: Dept. 23
Judge: Hon. Jill H. Talley

Reservation ID: **A-337274-002**

Action Filed: April 3, 2023
FAC Filed: June 9, 2023
SAC Filed: April 16, 2025
Trial Date: Not Set

DECLARATION OF TIM CHUNG

I, Tim Chung, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of the named defendant, Assurance IQ, LLC (“Defendant”). As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness. I could and would testify competently to the following:

JOB DUTIES AND EXPERIENCES

2. I performed services for Defendant during the Settlement Class Period in Defendant’s facility. I was a remote worker. My work began on or about April 2022 and ended on or about July 2022. I held a job position that is at issue in this case and included within the class. In this declaration, I sometimes refer to myself and/or the settlement Class Members as “employees.” I understand that it is disputed by Defendant that we were employees, but I believe we were and it is easier to describe the affected individuals with the term “employee,” as opposed to something that needs to be both neutral as to the positions of the Parties and clear enough to understand.

3. My job title was life insurance agent, and my duties included selling life insurance policies to prospective clients. I would be connected to prospective clients through Defendant’s platform. I would interview the client for their information on age, health condition, financial wellbeing, and input the information on Defendant’s platform to receive policies available to the client. I would then give those options to the client who would then choose among the options. Defendant kept track of my hours by recording my time on its platform, and supervised my work, evaluating my performance for quality and ethics every 90 days. I was paid by commission and received no other form of compensation for my work.

4. Throughout my work for Defendant, I was classified as an independent contractor. I was only compensated on a commission basis and received no hourly wages. I was required to go through 2 weeks of training at the beginning of my employment for which I was not compensated. I was not informed by Defendant of its meal or rest break policies, and I was not provided with rest

breaks or meal breaks. I was also informed by Defendant that there are no reimbursements and that all expenses would be out of my pocket. I bought with my own money a computer, internet, headset, and insurance licenses for my job. I also received my final compensation more than 2 weeks after Defendant terminated my employment. Because I was not classified as an employee, I did not receive conventional wage statements showing the total hours worked or the applicable hourly rates. I understand that Defendant disputes my allegations, and Defendant's agreement to settle this matter is not an admission that it accepts my allegations.

DUTIES OF A CLASS REPRESENTATIVE

5. This lawsuit is not an individual lawsuit. It is a proposed class action. I understand that, if approved as a class representative in this matter, I have an obligation to do my best to look out for the interests of other class members, the current and former employees of Defendant who I am seeking to represent. I understand that my obligations to the class exist even when the class is certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to the class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the class members. I have never asked my attorneys to simply settle this matter at any cost. Rather, I have asked them to obtain the best settlement they could within reason, and I believe that they have attempted to do so.

6. This case was filed about 3 years ago. I have never asked to be relieved from my role as a proposed class representative. To the contrary, I have made myself available whenever my attorneys wanted to discuss aspects of my employment with Defendant, and I remain committed to seeing this matter through to the end.

7. I have conferred with my attorneys about the settlement proposed in this case. I am not an accountant, but I understand the factors and risks that need to be considered when evaluating a settlement.

8. Summing it all up in the simplest terms, I am asking to be stand-in for other employees of Defendant. Because of that, I cannot quit on the Class, and I cannot put myself and my interests before the Class. I accept these duties and request that I be approved as the class representative for purposes of this amended Settlement.

COMMUNITY OF INTEREST: TYPICALITY AND ADEQUACY

9. I contend that I was a non-exempt employee of Defendant misclassified as an independent contractor and was subject to the same pay structure and rules as all the other non-exempt employees of Defendant.

10. I am not aware of anything special about me that would raise unique defenses to my claims, as opposed to the claims of the class. I am also not suing for anything unique to me. Rather, my claims are based upon the same facts that relate to the rest of the Class.

11. I do not believe that I have any conflicts with Class Members included in this proposed Settlement. I do not have any intention to take any action that would place me in a position that is hostile to other Class Members.

SERVICE AS A CLASS REPRESENTATIVE

12. I believe that were it not for my stepping forward and taking on the duties of protecting the interests of other Defendant employees, it is likely that the interests of the class would neither have been prosecuted, nor benefited. To my knowledge, other than the litigation encompassed by this proposed Settlement, there is no other litigation, on a class or individual basis, concerning the claims in this lawsuit. Nor has Defendant pointed to any.

13. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to search for information online these days, I will face an increased risk that future employers will discover information about this lawsuit online and have a negative reaction to learning that I sued an employer. This may make it harder for me to obtain future employment or change jobs for a better opportunity.

14. I have devoted a substantial amount of my time, both before this lawsuit was filed and also during its litigation to ensure a fair result for the employee class. This involved ongoing communications and participation with my counsel during the course of this case.

15. My participation began with bringing certain issues that are involved in this matter to my counsel's attention, and explaining the factual background that was used to prosecute the claims in

1 this case.

2 16. For example, I reviewed documents which I already had, I provided relevant documents
3 to my counsel, and I explained those documents and related facts to my counsel to assist them in their
4 review. I also assisted in identifying potential witnesses, including other employees, who might
5 likewise have been of assistance.

6 17. My efforts continued after suit was filed. For example, I continued to identify
7 employees and other witnesses to counsel, along with other information as to how they could be of
8 potential use in this matter. I also discussed strategy with my counsel.

9 18. I further assisted my counsel in interpreting the documents produced by Defendant and
10 make sense of Defendant's idiosyncratic notations and procedures as well as their significance.

11 19. I also made myself available for the full day mediation to answer any questions that
12 arose during the mediation and to provide additional information as they became relevant.

13 20. After the mediation, a long-form settlement agreement was negotiated, and I reviewed it
14 with my attorneys as well as I was able to ensure that its terms are likewise fair and adequate.

15 21. In sum, I believe I have provided well over 50 hours of my time during the course of
16 this litigation to ensure a good outcome for the best interests of the class.

17 22. I do not believe that I have any conflicts with Class Members included in this proposed
18 Settlement.

19 23. I have no relationship of any sort with the proposed settlement Administrator, ILYM
20 Group, Inc.

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

23 Executed on 1/24/2026, in California.

24
25 DocuSigned by:
26 TIM CHUNG
27 C14D7E100552435...
28 Tim Chung, "Declarant"