

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Jaeyoung Lee (SBN 344198)
jlee@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Tim Chung

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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. 8A]

NOTICE OF ENTRY OF ORDER

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

1 **TO EACH PARTY AND EACH ATTORNEY OF RECORD IN THIS ACTION:**

2 PLEASE TAKE NOTICE that on June 18, 2026, Department 8A of the Sacramento
3 County Superior Court, located at 500 G St., Sacramento, CA 95814 entered a Court Order. A
4 true and correct copy of the Court's Order is attached hereto as "Exhibit A."

5
6
7 Respectfully submitted,

8 Dated: June 18, 2026

MOON LAW GROUP, PC

9
10 By:  _____

Kane Moon
Allen Feghali
S. Phillip Song

11
12 Attorneys for Plaintiff
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Kane Moon (SBN 249834)
 kmoon@moonlawgroup.com
 H. Scott Leviant (SBN 200834)
 hsleviant@moonlawgroup.com
 Jaeyoung Lee (SBN 344198)
 jlee@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa St., Suite 3100
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff Tim Chung

FILED
 Superior Court of California
 County of Sacramento
06/18/2026
 T. Shaddix, Deputy

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]

**~~PROPOSED~~ ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 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

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on, upon Plaintiff's Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (the "Agreement"). (See Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement, the Notice, and the entire record of this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the settlement described in the Agreement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the Agreement, the proposed monetary terms are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$345,000.00 (employer-side taxes separate)
Settlement Administration (not to exceed bid)	\$9,950.00
Requested Attorney's Fees (one-third of GSA)	\$115,000.00
Requested Costs (not to exceed)	\$15,000.00
PAGA Penalty Allocation	\$35,000.00
Requested Enhancement	\$5,000.00
Estimated Net Settlement Amount	\$160,000.00

The Court is not approving any proposed deductions or awards out of the GSA at this time.

1 4. The Parties' settlement is granted preliminary approval as it meets the criteria for
2 preliminary settlement approval. In granting preliminary approval of the class action settlement the
3 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
4 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
5 *Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the proposed class
6 action Settlement are fair, reasonable, and adequate, pursuant to Code of Civil Procedure § 382. The
7 settlement falls within the range of reasonableness and appears to be presumptively valid, subject only
8 to any objections that may be raised at the final fairness hearing.

9 5. The Class meets the requirements for conditional certification for settlement purposes
10 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members
11 of the proposed settlement Class of the terms of the proposed settlement.

12 6. The Parties' proposed notice plan is constitutionally sound because individual notices
13 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the
14 best notice practicable. The Parties' proposed Class Notice, attached to the Agreement as Exhibit A, is
15 sufficient to inform Class Members of the terms of the settlement, their rights under the settlement,
16 their rights to object to the settlement, their right to receive a payment under the settlement or elect not
17 to participate in the settlement, and the processes for doing so, and the date and location of the final
18 approval hearing and are therefore approved.

19 7. The following persons are certified as Class Members solely for the purpose of entering
20 a settlement in this matter:

21 All persons who worked for Defendant in California as an insurance agent classified as
22 an independent contractor at any time during the Class Settlement Period (the "Class
23 Settlement Period" is the period from October 30, 2020 through April 30, 2024).
"Participating Class Member" means a Class Member who does not submit a valid and
timely Request for Exclusion from the Class portion of the Settlement.

24 (Agreement, ¶¶ 1.34, 1.4, 1.25)

25 8. Plaintiff Tim Chung is appointed as the Class Representative. The Court finds
26 Plaintiff's counsel is adequate, as they are experienced in wage and hour class action litigation and have
27 no conflicts of interest with absent Class Members, and that they adequately represented the interests of
28

absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Jaeyoung Lee, of Moon Law Group, PC, are appointed Class Counsel.

9. The Court appoints ILYM Group, Inc. (“ILYM”), to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

10. Defendant is directed to provide the Settlement Administrator the names and most recent known mailing addresses of Class Members and any other information required in accordance with the Agreement, adhering to the following dates and deadlines:

EVENT	DATE OR DEADLINE
Class data delivered to Administrator	No later than 30 days after preliminary approval
Notice mailed to Class Members	No later than 14 days after receiving the Class data
Response Deadline	60 days after notice issues
Extended Response deadline for re-mails	For Class Members whose Class Notice is re-mailed, 70 days after notice initially issues, or 14 days after remailing, whichever is later
Deadline to file Motion for Final Approval	16 Court days before Final Approval
Final Approval Hearing	September 4, 2026, at 9:00 a.m./ p.m.

11. The Settlement Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

12. Class Members will be bound by the Agreement unless they submit a timely and valid written request to be excluded from the Settlement, postmarked by the response deadline. Any request for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class members are not required to send copies of their exclusion request to counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration stating the number of Requests

1 for Exclusions and identifying all individuals who timely requested exclusion from the proposed Class,
2 among other information to be provided, as set forth in the Agreement.

3 13. Written objections by Class Members must be timely sent to the Settlement
4 Administrator in accordance with the Agreement. Written objections must be attached to the
5 Settlement Administrator's declaration and authenticated by the Settlement Administrator.

6 14. Upon completion of the Notice process, the Settlement Administrator shall provide a
7 report of the results of that process to Counsel for all Parties.

8 15. A final approval hearing will be held on September 4, 2026, at
9 9:00 a.m., in ^{*see below} ~~Department 23~~, to determine whether the settlement should be granted final approval
10 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
11 and arguments necessary to evaluate the settlement. Class Members and their counsel may support or
12 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
13 and this Order.* The Final Approval Hearing will be held at Department 8A at 500 G. Street, Sacramento, CA
14 95814

15 16. As set forth in the Notice, any Class Member may appear at the final approval hearing
16 in person (which "in person" appearance may be remote, as more fully explained on the Court's
17 website) or by his or her own attorney and show cause why the Court should not approve the
18 settlement.

19 17. The Court reserves the right to continue the date of the final approval hearing without
20 further notice to Class Members.

21 18. Class Counsel shall give notice to any objecting party of any continuance of the hearing
22 of the motion for final approval.

23 19. The Court retains jurisdiction to consider all further applications arising out of or in
24 connection with the settlement.

25 ///

1 20. In the event that the settlement does not become effective in accordance with the terms of
2 the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
3 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
4 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
5 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
6 of the Action.

7
8 **IT IS SO ORDERED.**

9
10 Dated: 06/18/2026



Jill Talley

Hon. Jill H. Talley
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **NOTICE OF ENTRY OF ORDER** on the
6 interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as
7 follows [or] [] as stated on the attached service list:

8 Sarah Zenewicz
9 J.P. Schreiber
10 **MORGAN, LEWIS & BOCKIUS, LLP**
11 One Market, Spear Street Tower,
12 San Francisco, CA 94105
13 sarah.zenewicz@morganlewis.com
14 jp.schreiber@morganlewis.com

**Labor & Workforce
Development Agency**
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce
Development Agency access portal)

15 Attorneys for Defendant
16 Assurance IQ, LLC
17 (Served via E-Mail)

18 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail
19 delivery on the parties listed herein at their most recent known e-mail address from e-mail
20 kcastillo@moonlawgroup.com pursuant to California Rules of Court. I did not receive, within a
21 reasonable time after the transmission, any electronic message or other indication that the
22 transmission was unsuccessful.

23 [✓] **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading
24 a true copy of the foregoing document(s) to the Labor and Workforce Development Agency
25 access.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
27 correct. Executed this **June 18, 2026** at Los Angeles, California.

28 Karen Castillo
Type or Print Name

/s/ Karen Castillo
Signature