

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Ani Menedjian (SBN 360616) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 N. Brand Blvd, Suite 900 CITY: Glendale TELEPHONE NO.: 818.265.1020 EMAIL ADDRESS: ani@calljustice.com ATTORNEY FOR (name): Plaintiff Imrana Samat SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland 94612 BRANCH NAME: Rene C. Davidson Courthouse	STATE BAR NUMBER: STATE: CA ZIP CODE: 91203 FAX NO.: 818.265.1021	FOR COURT USE ONLY CASE NUMBER: 23CV045827 / Dept. 23
PLAINTIFF/PETITIONER: Imrana Samat DEFENDANT/RESPONDENT: Nor-Cal Moving Services	NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): October 10, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit 1: Order Granting Preliminary Approval of Class Action and PAGA Settlement

Date: 10/14/2025

Ani Menedjian

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: Imrana Samat
 DEFENDANT/RESPONDENT: Nor-Cal Moving Services

CASE NUMBER:
 23CV045827 / Dept. 23

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: 10/14/2025

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 201592)
Ani Menedjian (SBN 360616)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Imrana Samat

FILED
Superior Court of California
County of Alameda

10/10/2025

Clad Fiske, Executive Officer / Clerk of the Court

By: A. Amponsah Deputy
A. Amponsah

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

IMRANA SAMAT, 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.

NOR-CAL MOVING SERVICES, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23CV045827

Honorable Michael Markman
Department 23

CLASS ACTION

**~~REVISED PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Reservation ID: 6654141133977
Date: September 25, 2025
Time: 10:00 a.m.
Department: 23

Complaint Filed: September 27, 2023
Trial Date: None Set

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 Superior Court of the State of California, for the County of Alameda, on September 25__, 2025, at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Imrana Samat ("Plaintiff"), individually and
5 on behalf of all others similarly situated and aggrieved employees and Ferber Law appears as counsel
6 for Defendant Nor-Cal Moving Services ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the First Amended Joint Stipulation of Class
12 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
13 Agreement"), attached as "**EXHIBIT B**" to the Declaration of Ani Menedjian in Support of
14 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 reasonable.

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

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

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

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

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

21 All current and former hourly-paid or non-exempt employees of Defendant within
22 the State of California at any time during the period from September 27, 2019
through March 23, 2025, or, if applicable, the Alternate Class Period End Date.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Ani
24 Menedjian of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Imrana Samat as the Class
26 Representative.

27 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within 21 calendar days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: last-known full name, mailing address, telephone number, Social Security Number,
4 start and end dates employed as a non-exempt, hourly-paid employee of Defendant in California
5 during the Class Period, and such other information as is necessary for the Settlement Administrator
6 to calculate Workweeks(collectively referred to as the “Class List”) in conformity with the
7 Settlement Agreement.

8 11. The Court approves, both as to form and content, the revised Notice of Class Action
9 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
10 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
11 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
12 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
13 Exclusion, of Class Members’ and PAGA Employees’ right to challenge the Workweeks and/or the
14 PAGA Pay Periods credited to each of them, and of each Settlement Class Member’s right and
15 opportunity to object to the Class Settlement. The Court further finds that distribution of the Class
16 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
17 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
18 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
19 further orders the Settlement Administrator to mail the Class Notice to all Class Members within 14
20 calendar days of received the Class List from Defendant, pursuant to the terms set forth in the
21 Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
25 for Exclusion no later than 45 calendar days from the initial mailing of the Class Notice (“Response
26 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by
27 15 calendar days from the date of the Response Deadline. Any Class Member who submits a
28 Request for Exclusion from the Class Settlement will not be a Settlement Class Member and will

not have any right to object, appeal, or comment on the Class Settlement. Class Members who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on February 12, 2026 at 10:00 a.m. in Department 23 of the Superior Court of California for the County of Alameda, located at the Administration Building, 1221 Oak Street, Oakland, California 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to finally approve the requests for the Attorneys Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by January 21, 2026, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Objection. The Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not object prior to or orally at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (by appeal or otherwise) to the Class Settlement.

16. The Settlement is not a concession or admission and shall not be used against

1 Defendant as an admission or indication with respect to any claim of any fault or omission by
2 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
3 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither
4 the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor
5 any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
6 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but
7 not limited to, evidence of a presumption, concession, indication or admission by Defendant of any
8 liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any
9 condition constituting a violation of, or a non-compliance with state, federal, local or other
10 applicable law, except for legal proceedings concerning the implementation, interpretation, or
11 enforcement of the Settlement.

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

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

21 **IT IS SO ORDERED.**

22 Dated: 10/10/2025

By:


The Honorable Michael Markman
Judge of the Superior Court

Michael Markman / Judge

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Samat v. Nor-Cal Moving Services
Superior Court of California for the County of Alameda, Case No. 23CV045827

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Imrana Samat ("Plaintiff") and Defendant Nor-Cal Moving Services ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Imrana Samat v. Nor-Cal Moving Services*, Alameda County Superior Court, Case No. 23CV045827 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from September 27, 2019 through [March 23, 2025, or the Alternate Class Period End Date].

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

"PAGA" means the California Labor Code Private Attorneys General Act.

"PAGA Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period.

"PAGA Period" means the period from July 24, 2022 through [March 23, 2025, or the Alternate PAGA Period End Date].

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

II. BACKGROUND OF THE ACTION

On July 24, 2023, Plaintiff Imrana Samat provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Notice").

On September 27, 2023, Plaintiff Imrana Samat filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., in the Alameda County Superior Court, Case No. 23CV045827 (the "Action").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses.

Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

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

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a First Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Imrana Samat as representative of the Class (“Class Representative”), and the following attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Ani Menedjian, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Maximum Settlement Amount is Three Hundred Thousand Dollars (\$300,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$105,000.00 if the Maximum Settlement Amount remains \$300,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (together, “Attorneys’ Fees and Costs”); (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars (\$7,000.00) to the Settlement Administrator; and (4) the amount of Forty Thousand Dollars (\$40,000.00) allocated toward civil penalties under PAGA (“PAGA Amount”). The PAGA Amount will be distributed seventy-five percent (75%) (i.e., \$30,000.00) to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) (i.e., \$10,000.00) will be distributed to PAGA Employees (“Individual PAGA Payment”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant for at least one day, during the Class Period as a non-exempt, hourly paid employee in California during the Class Period, which will be calculated by the Settlement Administrator by counting any week in which the employee worked at least one shift (regardless of the amount of time worked) (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied

each Class Member's individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their payment of their final Individual Settlement Payment.

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% share of the PAGA Amount ("Individual PAGA Payment"), based on the number of Workweeks of each PAGA Employee worked during the PAGA Period. The Settlement Administrator has divided the PAGA Amount by the total number of Workweeks of all PAGA Employees during the PAGA Period ("PAGA Workweek Value") and multiplied each PAGA Employee's individual Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

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

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

Each Individual Settlement Payment check and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to Legal Aid at Work after the Court enters an order approving the Parties' stipulation to amend the judgment, which the Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5, *et seq.*

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with [] Workweeks during the Class Period, i.e., from September 27, 2019 through [March 23, 2025, or the Alternate Class Period End Date].

According to Defendant's records, you have been credited with [] Workweeks during the PAGA Period, i.e., from July 24, 2022 through [March 23, 2025, or the Alternate End Date].

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that: (a) states the case name and number of the Action; (b) is signed by you; (c) states your full name, address, telephone number, and last four digits of your Social Security Number; (d) states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) includes information and/or attaches documentation demonstrating the number of Workweeks that you contend should be credited to you are correct; and (f) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

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

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

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

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

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and the State of California with respect to PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and the PAGA Employees.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged in the PAGA Notice or that reasonably could have been alleged based on the factual allegations in the PAGA Notice, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, No. 9-2001) for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

“Released Parties” means Nor-Cal Moving Services and each of its former and present officers, directors, shareholders, non-class member employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$105,000.00, if the Maximum Settlement Amount remains \$300,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Enhancement Payment"), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her individual settlement payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars (\$7,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are PAGA Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or PAGA Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) state the case name and number of the Action; (b) be signed by you; (c) state your full name, address, telephone number, and the last four digits of your Social Security Number; (d) state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any

right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Employees may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing. The Court does not require a written objection or notice of intent to appear and will consider any oral objections made at the hearing.

An Objection must: (a) state the case name and number of the Action; (b) state your full name, address, telephone number, and last four digits of your Social Security Number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) be signed by you; and (g) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

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

The hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Instructions are provided by the Court at: <https://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 1225 Fallon Street, Oakland, California 94612, during business hours.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 10/13/2025
PLAINTIFF/PETITIONER: Imrana Samat	Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampousah</u> Deputy
DEFENDANT/RESPONDENT: NOR-CAL MOVING SERVICES, a California corporation	A. Ampousah
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV045827

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Preliminary Approval of Class Action and PAGA Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Arby Aiwasian
Lawyers for Justice, PC
aa@calljustice.com

Jonathan Ryan Babione
Ferber Law, A Professional Corp.
jbabione@ferberlaw.com

Dated: 10/13/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampousah

A. Ampousah, Deputy Clerk

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Boulevard, Suite 900, Glendale, California 91203.

On October 14, 2025, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action as follows:

Michelle R. Ferber (mferber@ferberlaw.com)
Jonathan R. Babione (jbabione@ferberlaw.com)
Adam Nathaniel Arce (aarce@ferberlaw.com)
FERBER LAW, A Professional Corporation
2603 Camino Ramon, Suite 385
San Ramon, California 94583

Attorneys for Defendant Nor-Cal Moving Services

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on October 14, 2025, at Glendale, California.



Andy Hernandez