

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Aden M. Khachadorian (SBN 346908)
akhachadorian@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DARREN CAIN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BELLHOPS MOVING, LLC, a Delaware
limited liability company; and DOES 1
through 100,

Defendants.

Case No. 24STCV09965

*[Case assigned for all purposes to the Hon.
Theresa M. Traber, Dept. 1]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: January 30, 2026
Time: 10:30 a.m.
Dept.: 1

Action Filed: April 19, 2024
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Darren Cain (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees

1 following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-
2 2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,
3 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
4 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782,
5 San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding
6 attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work
7 performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-
8 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
9 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
10 \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No.
11 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable
12 John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work
13 performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No.
14 CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr.,
15 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
16 \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*,
17 Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable
18 Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on
19 an hourly rate of \$650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia*
20 *Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court,
21 Honorable Tony Raphael, presiding (using an hourly rate of \$650 for work performed in 2023-
22 2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-
23 00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal,
24 presiding (using an hourly rate of \$650 for work performed in 2021-2025); *Raul Camacho, et al.*
25 *v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange
26 County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for
27 work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028,
28 Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an

hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of \$725 for work performed in 2023-2025); and *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Phoenix Settlement Administrators.

9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation, and believe that the proposed Stipulation of Settlement ("Settlement Agreement" or "Settlement") is a fair and reasonable result for the participating Settlement Class members.

1 10. Attached hereto as **Exhibit 1** is a true and correct copy of the parties' Settlement
2 Agreement. Attached hereto as **Exhibit 2** is a true and correct copy of the proposed Notice of Class
3 and PAGA Action Settlement ("Class Notice") and Notice of Individual Settlement Payment
4 (collectively, the "Notice Packet").

5 11. If the Court preliminarily approves this settlement, Defendant will pay a Maximum
6 Settlement Amount ("MSA") of \$115,000.00. Based upon the data provided by Defendant
7 Bellhops Moving, LLC ("Defendant"), there are approximately 109 potential Settlement Class
8 members subject to the Settlement as of the date of mediation. Settlement Class members can be
9 easily identified using Defendant's employment and payroll records. After Court-approved
10 deductions for Plaintiff's Class Representative Enhancement Payment, settlement administrator
11 costs, the PAGA Amount and PAGA penalties payable to the Labor & Workforce Development
12 Agency ("LWDA"), and attorneys' fees and costs to Class Counsel, the remaining Net Settlement
13 Amount ("NSA") is estimated to be no less than \$43,666.67. This results in average Individual
14 Settlement Payments of approximately \$400.61, with the lowest possible estimated Individual
15 Settlement Payment of approximately \$32.73 (in the event a Settlement Class member worked
16 only one workweek during the Class Period) and the highest possible estimated Individual
17 Settlement Payment of approximately \$8,608.94 (in the event a Settlement Class member
18 performed work in every workweek throughout the Class Period). Further, an additional \$2,500
19 will be paid to all current and former non-exempt employees who worked for Defendant in
20 California between April 19, 2023 and May 3, 2025 (the "PAGA Period") (collectively, the
21 "PAGA Aggrieved Employees") for the release of claims under PAGA. This results in average
22 additional PAGA payments of \$147.05, with the lowest possible estimated PAGA share of \$13.81
23 and the highest possible estimated PAGA share of \$1,464.08.

24 12. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff's April 19, 2024
25 PAGA Notice Letter to the LWDA and the LWDA's Confirmation of Receipt. Because the
26 proposed Settlement includes settlement of Plaintiff's representative claim under the Private
27 Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA"), notice of the Settlement has been
28

submitted to the LWDA. Attached hereto as **Exhibit 4** is a true and correct copy of Plaintiff's Settlement Submission to the LWDA and the LWDA's Confirmation of Receipt.

13. Defendant operates a residential and corporate moving service throughout California. Plaintiff was employed by Defendant as a non-exempt employee in the position of "Lead Mover" from approximately April 2021 to September 16, 2023. Like all Settlement Class members, Plaintiff was subject to Defendant's wage and hour policies and practices.

14. On April 19, 2024, Plaintiff filed the initial class action complaint in this action. On June 24, 2024, after exhausting his administrative remedies with the LWDA, Plaintiff filed the operative FAC, alleging Defendant failed to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate and itemized wage statements; (vii) timely pay all final wages upon separation; (viii) comply with California's Unfair Competition laws; and (ix) is liable for civil penalties under PAGA, premised on the same underlying Labor Code violations.

15. Plaintiff alleges that Defendant's timekeeping policies and/or practices resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked and/or subject to Defendant's control. Specifically, Plaintiff and other non-exempt employees are required to travel to their initial jobsites each work day, which varied each day, without being paid for their travel time. Further, Defendant required Plaintiff and other non-exempt employees to use their personal cell phones for work-related tasks while off-the-clock without additional compensation, including to contact customers on the night prior to performing work for the client, to view any available work shifts and to reserve or request being assigned to specific work assignments, and to coordinate with each other regarding joint work assignments through a GroupMe group chat.

16. However, Defendant asserts that its timekeeping policies/practices complied with California law and that it has always properly compensated Settlement Class members for all hours worked throughout the Class Period. Defendant further contends that Settlement Class members did not work off-the-clock and that its policies specifically disavow such off-the-clock

1 work. Defendant further argues that Plaintiff's off-the-clock claim is not appropriate for class
2 treatment, as it would require individualized inquiries into whether each employee actually
3 performed any work while off-the-clock, and if so, how much, resulting in an unmanageable series
4 of mini-trials.

5 17. Plaintiff further asserts that Defendant failed to provide the Settlement Class
6 members with all timely duty-free, uninterrupted 30-minute meal periods to which they were
7 entitled. Specifically, due to work demands imposed by Defendant, Plaintiff and other non-
8 exempt employees were regularly not provided with any meal periods.

9 18. In response, Defendant contends it maintained lawful meal period
10 policies/practices throughout the Class Period. Specifically, Defendant asserts that Settlement
11 Class members waived their meal periods through Defendant's timekeeping system, and therefore,
12 if Settlement Class members did not take meal periods it was due to waiver. Further, Defendant
13 asserts that it paid meal period premium payments in every instance in which a lawful meal period
14 was not provided, and pointed to its payroll records evidencing over 1,000 meal period premium
15 payments had been made to Settlement Class members during the Class Period as proof. Finally,
16 Defendant contends that Plaintiff's meal period claim is not suited for class certification as
17 individual inquiries would be required to assess whether an employee chose to not take an
18 otherwise provided meal period, whether was an employee ever validly waived a meal period,
19 and whether a premium was paid on each shift in which a meal period was truly not provided,
20 resulting in an unmanageable series of mini-trials.

21 19. Plaintiff further alleges that Defendant failed to authorize and permit the
22 Settlement Class members to take all lawful rest periods to which they were entitled. Plaintiff
23 asserts that Defendant failed to maintain any written rest period policies whatsoever, and he and
24 the Settlement Class members were never authorized or provided to take *any* duty-free rest
25 periods throughout the Class Period. Plaintiff also alleges that Defendant failed to pay *any* rest
26 period premiums for rest period violations during the relevant time period.

27 20. Defendant maintains it authorizes and permits the Settlement Class members to
28 take all lawful rest periods to which they are entitled. Further, Defendant asserts that this claim is

1 unmanageable and not suited for class certification, as it requires individualized inquiries into
2 whether each employee was authorized and permitted to take a lawful rest period and on which
3 days, which Defendant argues Plaintiff will be unable to substantiate with any common,
4 documentary evidence, as rest periods are not required to be recorded, resulting in an
5 unmanageable series of mini-trials.

6 21. Plaintiff further alleges that Defendant failed to reimburse the Settlement Class
7 members for all necessary business expenses incurred, in violation of Labor Code section 2802.
8 Specifically, Plaintiff asserts that Defendant required Plaintiff and other non-exempt employees
9 to use their personal vehicles, tools, and cellular phones to perform essential job duties, including
10 to drive to and from their respective work sites and communicate daily with supervisors and
11 clients regarding work-related issues, but did not reimburse Plaintiff and other non-exempt
12 employees for these expenses.

13 22. In response, Defendant argues it maintained a policy to reimburse all reasonable
14 and necessary business expenditures and that, to the extent that any expenses were not reimbursed,
15 it was the result of Defendant's employees failing to submit expense reimbursement requests.
16 Defendant further provided Plaintiff with a copy of its mileage reimbursement policy, and
17 produced payroll evidence that it had paid mileage reimbursements during the Class Period.
18 Further, Defendant contends that the majority of employees used company provided moving vans
19 to complete their job duties, which came equipped with all necessary tools. Defendant also
20 maintains that this claim is not suited for class certification, as it would require a series of mini-
21 trials to determine which employees incurred expenses, if any, whether those expenses were
22 reasonable and necessary, and why the employee had not previously submitted an expense
23 reimbursement request.

24 23. As a result of Defendant's alleged failure to pay all overtime wages, minimum
25 wages, meal period and rest period premiums, Plaintiff asserts that Defendant also failed to issue
26 accurate and itemized wage statements and failed to timely pay all final wages at the time of
27 separation. As a result of these alleged Labor Code violations, Plaintiff also seeks PAGA civil
28 penalties on behalf of all aggrieved employees.

1 24. In response, Defendant argues that Plaintiff’s underlying claims will fail and, as a
2 result, the derivative wage statement, waiting time, and PAGA claims will also fail. Defendant
3 also maintains that Plaintiff cannot show that the wage statement violations were “knowing and
4 intentional,” or that the putative class members “suffer[ed] injury” as a result of the alleged
5 violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties.
6 Moreover, Defendant maintains that its good faith defenses to Plaintiff’s underlying claims would
7 preclude the recovery of waiting time penalties, which are only available for the “willful” failure
8 to pay wages, and that this Court would exercise its discretion to substantially reduce any PAGA
9 penalties awarded.

10 25. Finally, Defendant also argued that as a relatively small business, it simply does
11 not have the financial resources to satisfy a sizable judgment or settlement and is constrained by
12 cash-flow issues. Defendant produced its financial statements to Plaintiff and the mediator for
13 review on a confidential basis to support their position. Plaintiff’s counsel’s review of the
14 financial records ultimately supported their conclusion that it would be an uphill battle to collect
15 a judgment that was significantly in excess of the amount offered in settlement, and necessitated
16 the installment payment nature of the proposed Settlement.

17 26. In connection with mediation, Defendant provided Plaintiff with timekeeping and
18 payroll records for the entire putative class spanning the putative class period, as well as key
19 policy documents. Plaintiff then analyzed the produced data and created a class-wide exposure
20 model for the claims at issue. On January 23, 2025, the Parties participated in a mediation session
21 with Kevin Barnes, Esq., during which the Parties exchanged divergent views on Defendant’s
22 liability and exposure valuations, their legal positions, and the likelihood of certification of
23 Plaintiff’s claims. Despite their efforts, the mediation adjourned without the parties reaching a
24 resolution, but the Parties continued their settlement discussions with the mediator’s assistance
25 thereafter. After weeks of additional negotiations, Mr. Barnes made a mediator’s proposal for a
26 class-wide resolution of all claims at issue that the Parties ultimately accepted. Over the following
27 months, the Parties finalized the terms of the proposed Settlement now before the Court for
28 preliminary approval.

1 27. At the time of seeking final settlement approval, Plaintiff will apply for a Class
2 Representative Enhancement Payment in the amount of \$5,000 for his service to the Settlement
3 Class and general release of all claims. Plaintiff's requested class representative Enhancement
4 Payment is intended to recognize the significant time and effort that Plaintiff expended on behalf
5 of the Settlement Class, including searching for relevant documents for use in the lawsuit,
6 providing factual information and relevant documents to his attorneys, holding various phone
7 calls with his attorneys to discuss the claims in the lawsuit and Defendant's practices, discussing
8 the status of the case and general case strategy with his attorneys on multiple occasions, providing
9 valuable input to assist his attorneys in preparing for mediation, making himself available during
10 the mediation, reviewing and providing input regarding the Settlement in his case, and otherwise
11 assisting his attorneys in moving the case towards resolution, the significant risks Plaintiff
12 undertook by serving as the named plaintiff, and the fact that he agreed to a general release of all
13 claims subject to a waiver of Civil Code § 1542.

14 28. Class Counsel will also apply for an attorneys' fee award of up to one third of the
15 MSA (currently estimated at \$38,333.33), and up to \$15,000 in reimbursement for actual litigation
16 costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky,
17 expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has
18 incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's
19 claims, conducting legal research and analysis, reviewing class documents and data produced by
20 Defendant, extensively reviewing and evaluating the produced timekeeping and payroll records
21 to build a comprehensive damages model, preparing for and attending mediation, negotiating and
22 drafting the long-form Settlement Agreement, and Notice Packet documents, preparing this
23 motion for preliminary approval, and otherwise litigating the case. Class Counsel will also expend
24 future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting
25 the Final Approval Motion and supporting documents, attending the Final Approval hearing, and
26 completing other tasks, such as fielding questions from Settlement Class members.

27 29. Class Counsel carefully vetted the claims at issue, reviewed Settlement Class
28 member data spanning the entire Class Period and all relevant policy documents, and created a

comprehensive damages model for Defendant's liability. Although the Parties engaged in substantial informal discovery and information exchange prior to mediation, the Parties had agreed to refrain from engaging in formal written and deposition discovery until after exhausting their settlement efforts at mediation. Absent settlement, the Parties will be required to expend substantial time and resources conducting extensive formal written and deposition discovery. Moreover, Plaintiff has not yet filed for class certification, and thus, absent settlement, the Parties would face the prospect of appeals in the wake of a disputed class certification ruling and/or an adverse summary judgment ruling. Even if Plaintiff succeeded in certifying one or more classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal.

30. At the time of the proposed Settlement, Plaintiff had not filed his motion for class certification. Had the Court certified any claims, Plaintiff anticipated that Defendant would seek decertification. There was also a risk that Defendant would engage in a campaign pursuant to *Chindarah v. Pick Up Stix, Inc.*, (2009) 171 Cal.App.4th 796, that could either affect Plaintiff's ability to maintain the numerosity required to proceed as a class action, or significantly reduce the size of the putative class for a fraction of what Settlement Class members are receiving through this Settlement. Therefore, absent the Settlement, there was a serious risk that Plaintiff would be unable to move forward on a class-wide basis.

31. Plaintiff estimates that Plaintiff and other Settlement Class members spent approximately thirty (30) minutes on average each workweek performing off-the-clock work. Plaintiff's data analysis determined that Settlement Class members worked an aggregate total of 1,334 workweeks during the Class Period. Accordingly, Plaintiff calculated Defendant's maximum potential exposure for off-the-clock wage violations at approximately \$19,022 (30 minutes per shift * 1,334 aggregate work shifts * \$14.26 weighted minimum wage * 2 (liquidated damages)). As noted above, Defendant argues that it has always properly compensated Settlement Class members for all hours worked and that Plaintiff's off-the-clock claim is not appropriate for class treatment. Based on these defenses, Plaintiff discounted the maximum potential exposure

1 by 45% for risk of non-certification, and by an additional 35% for the risk of losing on the merits,
2 to arrive at an estimated exposure of \$6,800.

3 32. Plaintiff's data analysis determined that Settlement Class members worked an
4 aggregate total of 569 shifts during the Class Period that contained a facially unlawful meal period,
5 for which no meal period premiums were paid. Accordingly, Plaintiff calculated Defendant's
6 liability on this claim at \$11,158 (569 meal period violations * \$19.61 average premium).
7 Defendant asserts, however, that it maintained a lawful meal period practice at all times during
8 the Class Period and that any failure by an employee to take a lawful meal period was the result
9 of employee choice rather than company policy, requiring individual inquiries into the reasons
10 why each non-compliant meal period was untimely or missed on any given day. Given these
11 defenses, Plaintiff discounted the maximum exposure by 20% for the risk of non-certification,
12 and by an additional 35% for risk of losing on the merits, to arrive at an estimated exposure of
13 \$5,802.

14 33. Plaintiff's data analysis revealed that non-exempt employees worked an aggregate
15 total of 1,995 shifts in excess of 3.5 hours during the Class Period. Plaintiff asserts a rest period
16 violation occurred on every work shift in excess of 3.5 hours. Accordingly, Plaintiff calculated
17 Defendant's maximum potential exposure on this claim at \$39,121 (1,995 rest period violations
18 * \$19.61 average premium). But as noted above, Defendant argues it has always authorized and
19 permitted duty-free rest periods in accordance with California law and that this claim is not
20 amenable to class certification given the individual inquiries required to determine whether and
21 why each employee missed a rest period on any given shift. Given these defenses, Plaintiff
22 discounted the maximum exposure by 45% for the risk of non-certification, and by an additional
23 35% for risk of losing on the merits, to arrive at an estimated exposure of \$13,986.

24 34. Based on Plaintiff's data analysis, Settlement Class members worked a total of
25 approximately 333 aggregate work-months during the Class Period. Plaintiff's research
26 determined that \$15 per month for reimbursement of work-related use of personal cellular phones
27 is a reasonable percentage of Plaintiff's and the Settlement Class members' monthly cell phone
28 expense. Therefore, Plaintiff calculates Defendant's maximum exposure for unreimbursed cell

1 phone expenses at approximately \$4,995 (\$15.00/month * 333 months). Additionally, Plaintiff's
2 data analysis determined that Defendant is liable for an additional \$53,240 in underpaid mileage
3 expense reimbursement and \$11,100 in unpaid tool reimbursements. As a result, Plaintiff
4 calculates Defendant's maximum exposure for Defendant's failure to reimburse expenses at
5 approximately \$69,335 (\$4,995 cell phone expenses + \$11,100 tool expenses + \$53,240 mileage
6 underpayment).

7 35. As noted above, Defendant maintains that Settlement Class members were not
8 required to use their personal cellular phones as part of their job, that Defendant paid a mileage
9 reimbursement throughout the Class Period as confirmed by its produced payroll records, and that
10 Defendant provided all necessary tools, and that this claim would require individual inquiries into
11 whether Settlement Class members actually used their personal cellular phones or tools for work
12 purposes. Based on these defenses, Plaintiff discounted the estimated maximum amount by 25%
13 for risk of non-certification, and by an additional 30% to account for risk of losing on the merits
14 or failure to recover the maximal amount sought, to arrive at an estimated exposure of
15 approximately \$36,401.

16 36. According to the key data points provided by Defendant, approximately 17
17 Settlement Class members are eligible for wage statement penalties, and a total of 181 wage
18 statements were issued during the relevant period. Plaintiff calculated Defendant's maximum
19 possible wage statement exposure as approximately \$17,250 ((17 initial violations * \$50 per pay
20 period) + (164 subsequent pay periods * \$100 per pay period)). However, Defendant raised
21 numerous defenses, including that the alleged violations, if any, were not "knowing and
22 intentional," and that Plaintiff could not show that the Settlement Class members "suffer[ed]
23 injury" as a result of any alleged violations. Defendant further argued that Plaintiff's underlying
24 claims would fail, and, therefore, his wholly derivative wage statement claim would also fail.
25 Therefore, Plaintiff discounted the maximum exposure by 30% for the risk of non-certification of
26 the underlying claims and 75% for a risk of being unsuccessful on the merits, including failing to
27 establish willfulness under the "good faith" standard of *Naranjo*, for an estimated recovery of
28 \$3,019.

1 37. Based on data provided by Defendant, approximately 92 Settlement Class
2 members separated their employment during the relevant period applicable to this claim. As a
3 result of Defendant's unlawful off-the-clock, meal period, and rest period practices, Plaintiff
4 asserts that each of these employees are entitled to waiting time penalties. Plaintiff therefore
5 calculated Defendant's maximum exposure for this claim at approximately \$432,952 (92 former
6 employees * average waiting time penalty of \$4,706 (\$19.61 average hourly rate * 8 hours * 30
7 days)). Defendant maintains that waiting time penalties are not appropriate because Plaintiff's
8 claims fail on the merits, and given its good-faith defenses, Plaintiff cannot show that any failure
9 by Defendant to pay all final wages was willful. Plaintiff discounted this claim by 45% for the
10 risk of non-certification and by an additional 75% for risk of being unsuccessful on the merits,
11 failing to establish willfulness, or that the Court would find a reasonable, good faith dispute over
12 whether any wages are due precluding the imposition of waiting time penalties, for an estimated
13 recovery of \$59,531.

14 38. Plaintiff alleges that PAGA civil penalties would be recoverable for each pay
15 period in which he could prove an underlying Labor Code violation. According to Plaintiff's data
16 analysis, the Settlement Class members worked a combined total of 181 pay periods during the
17 PAGA liability period in which at least one of Plaintiff's alleged Labor Code violations occurred.
18 Plaintiff therefore calculates Defendant's maximum PAGA exposure at \$18,100 (181 pay periods
19 * \$100 per violation). However, these penalties are exclusively derivative of the underlying
20 violations that Defendant vigorously disputes, both as to certification and the merits. Plaintiff also
21 recognizes that the Court has discretion to substantially reduce any award of PAGA penalties.
22 Therefore, Plaintiff discounted the maximum figure by 25% for the risk that he would not prevail
23 on the underlying claims, and by an additional 35% to account for the likelihood of the Court
24 reducing PAGA penalties, to arrive at an estimated exposure of \$8,824.

25 39. Using these estimated figures, Plaintiff estimated that the potential reasonable
26 recovery for the Settlement Class would be approximately \$134,363. Thus, the mediator's
27 proposal of \$115,000.00 represents approximately 85.59% of Plaintiff's reasonably forecasted
28 class-wide recovery, which is well within the range approved by courts as being fair, reasonable

1 and adequate, while also avoiding further expense and risk of proceeding towards class
2 certification and trial. The decision to settle this matter was also informed by Plaintiff's review
3 of Defendant's confidential financial records which suggested that even if Plaintiff was to prevail
4 at trial and obtain a significant judgment, he would face significant difficulties in collecting on
5 the judgment.

6 I declare under penalty of perjury under the laws of the United States and the state of
7 California that the foregoing is true and correct. Executed on August 19, 2025, at El Segundo,
8 California.

9 

10 _____
Matthew K. Moen

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Darren Cain (“Plaintiff” or “Class Representative”), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Bellhops Moving, LLC (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Aden M. Khachadorian of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Sophia B. Collins and Donna Leung of Littler Mendelson P.C. (collectively, “Defense Counsel”).

On April 19 2024, Plaintiff filed a class action complaint in the Superior Court of California, for the County of Los Angeles, titled *Darren Cain v. Bellhops Moving, LLC, et al.*, Case No. 24STCV09965 (the “Action”), alleging that Defendants failed to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; (vii) timely pay all final wages due upon separation from employment; and (viii) comply with California’s Unfair Competition laws. On June 24, 2024, Plaintiff filed a First Amended Complaint, adding a ninth cause of action for violations of the Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*, based on the same underlying Labor Code violations.

On January 23, 2025, the Parties participated in an all-day private mediation presided over by Kevin T. Barnes, Esq. Although mediation adjourned without the Parties reaching a resolution, the Parties continued meaningful settlement discussions with the mediator’s assistance in the weeks that followed, which ultimately led to this Agreement to settle the Action.

Prior to mediation, Plaintiff obtained, through informal discovery, documents and data regarding the settlement class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant in California between April 19, 2020 and the date of preliminary approval or May 3, 2025, whichever is earlier (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional

agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “PAGA Aggrieved Employees” shall be defined as:

All current and former non-exempt employees who worked for Defendant in California between April 19, 2023 and the date of preliminary approval or May 3, 2025, whichever is earlier (the “PAGA Period”).

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and each Settlement Class member who does not timely opt-out of the settlement, will fully and finally release and discharge Defendant and all of its present and former parent companies, commonly owned or controlled affiliates, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorney, insurers, successors and assigns (the “Released Parties”) as follows:

- A. Upon the full funding of the Maximum Settlement Amount, all Settlement Class members who do not timely opt out shall fully and finally release and discharge the Released Parties from liability for all claims based on the factual allegations set forth in the operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, including but not limited to claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, violations of Labor Code sections 2802 and 2804, waiting time penalties, wage statement violations, and violations of the California Business and Professions Code section 17200, *et seq.*, that arose during the Class Period (“Released Claims”). This release shall run from April 19, 2020 through the close of the Class Period.
- B. It is understood and acknowledged that all PAGA Aggrieved Employees will be issued a check for their share of the PAGA payment, regardless of whether they validly opt-out of the class-action portion of the Settlement. Upon the full funding of the Maximum Settlement Amount, all PAGA Aggrieved Employees and the State of California shall be deemed to have released and discharged Defendant from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the operative complaint in the Action or Plaintiff’s April 19, 2024 PAGA Notice to the LWDA, that arose during the PAGA Period (the “PAGA Released Claims”). This release shall run from April 19, 2023 through the close of the PAGA Period.
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff agrees to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

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 settlement with the debtor or released party.

- D. Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.
 - E. The Settlement shall become effective on the date upon which the Court signs an Order granting final approval of the Settlement Agreement ("Effective Date").
3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Class Action Administration Solutions as the "Settlement Administrator" to administer this Settlement.
 - B. The Maximum Settlement Amount shall be paid by Defendant as follows: two-thirds (2/3) of the Maximum Settlement Amount (i.e., Seventy-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Eight Cents (\$76,666.68)) shall be paid within thirty (30) calendar days after the Effective Date, and thereafter four (4) equal monthly installment payments of Nine Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$9,583.33) each shall be paid each 30 days after the first payment. The installment payments shall be deposited with the Settlement Administrator and held in an established, interest-bearing Qualified Settlement Fund ("QSF").
 - C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are not to exceed \$3,000.00;
 - (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and service to the Settlement Class;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$38,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as

supported by declaration, which are currently estimated to be no greater than \$15,000.00; and

- (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$7,500.00, will be payable to the LWDA, and the remaining 25%, or \$2,500.00, will be payable to the Allegedly Aggrieved Employees as the “PAGA Amount,” as described below.
 - D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
 - E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer’s share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.
 - F. **Escalator Clause.** Based on Defendant’s data, there are an estimated 1,334 aggregate workweeks worked by the approximately 109 Settlement Class Members at the time of mediation. If the actual number of aggregate workweeks worked by the Settlement Class Members exceeds this figure by more than 10% (i.e., if there are 1,468 or more aggregate workweeks worked by the Settlement Class Members), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if the number of aggregate workweeks increases by 11%, the Maximum Settlement Amount will increase by 11%).
4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”
 - B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:
 - i. PAGA Amount: The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the “PAGA Amount.” Each PAGA Aggrieved Employee, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the

aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

- ii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time between April 19, 2023 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
 - iii. Waiting Time Amount: Twenty-Five percent (25%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between April 19, 2021 and the end of the Class Period.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. Within ten (10) business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.
- D. Each Individual Settlement Payment shall be allocated as 20% wages (subject to applicable withholdings), and 80% as penalties and interest (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.

- E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the Settlement Administrator's mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$38,333.33. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$15,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment in the amount of \$5,000.00 for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of Phoenix Class Action Administration Solutions as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$3,000.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for establishing a QSF into which it shall deposit and hold the payments from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English only to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Aden M. Khachadorian of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Darren Cain as Class Representative for the Settlement Class;
- D. Approving Phoenix Class Action Administration Solutions as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class and PAGA Action Settlement and the Notice of Individual Settlement Payment), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining

the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except as to that portion of the Settlement and final judgment dedicated to alleged violations of the PAGA and associated penalties.
 - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.
 - iii. PAGA Aggrieved Employees. All PAGA Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection

with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.
- H. Notice of Final Judgment. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, neither Party will issue any press release(s), make comments to the media, or otherwise publicize the terms of the Settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendant: Sophia B. Collins of Littler Mendelson P.C.
1255 Treat Boulevard, Suite 600, Walnut Creek, CA 94597
scollins@littler.com

15. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, the Parties intend that the Court shall retain jurisdiction over the Parties to enforce the terms of the Settlement Agreement and judgment pursuant to California Rule of Court Rule 3.769(h) and Code of Civil Procedure Section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent permitted by law, to enforce and effectuate the terms and intents of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class

Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

DARREN CAIN

Dated: May 23, 2025 _____



Darren Cain (May 23, 2025 18:35 PDT)
Plaintiff

BELLHOPS MOVING, LLC

Dated: 05 / 30 / 2025 _____

Juan Torres

By: Juan Torres
Its: CEO

APPROVED AS TO FORM:

Dated: May 23, 2025

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Fletcher W. Schmidt
Attorneys for Plaintiff

Dated: May 30, 2025

LITTLER MENDELSON P.C.

By: 

Sophia B. Collins
Donna Leung
Attorneys for Defendants

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DARREN CAIN, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

BELLHOPS MOVING, LLC, a California corporation;
and DOES 1 through 100,

Defendants.

Case No. 24STCV09965

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant Bellhops Moving, LLC in California between April 19, 2020 and <<PRELIM APPROVAL DATE OR MAY 3, 2025, WHICHEVER IS EARLIER>> (the “Class Period”). Collectively, these employees will be referred to as “Class Members” or the “Settlement Class.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class and PAGA action settlement (the “Settlement”) in *Darren Cain v. Bellhops Moving, LLC*, Los Angeles County Superior Court Case No. 24STCV09965 (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Bellhops Moving, LLC’s (“Defendant”) records show that you were employed by Defendant as a non-exempt and/or hourly employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Darren Cain (“Plaintiff”) brought this lawsuit against Defendant, asserting claims on behalf of all Class Members. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to reimburse necessary business expenses; (6) failed to issue accurate itemized wage statements; (7) failed to timely pay all final wages upon separation; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Defendant denies that it has done anything wrong and denies that it owes Class Members any damages, restitution, penalties, or other payments. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the best interests of Defendant and the Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com Aden M. Khachadorian (SBN 346908) akhachadorian@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: Sophia B. Collins, Bar No. 289318 scollins@littler.com LITTLER MENDELSON P.C. Treat Towers, Suite 600 1255 Treat Boulevard Walnut Creek, CA 94597 Telephone: 925.932.2468 Donna Leung, Bar No. 305955 dleung@littler.com LITTLER MENDELSON P.C. 2049 Century Park East 5th Floor Los Angeles, California 90067 Telephone: 310.553.0308 Facsimile: 800.715.1330
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period. Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant, as described below in the “Release” section.

Defendant has agreed to pay \$115,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Class Members, attorneys’ fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. Defendant will be unable to fund the Maximum Settlement Amount in one payment. Therefore, in order to reach the Settlement, the Parties agreed that the Maximum Settlement Amount will be funded in multiple installment payments as follows: two-thirds (2/3) of the Maximum Settlement Amount (i.e., Seventy-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Eight Cents (\$76,666.68)) shall be paid within thirty (30) calendar days after the Effective Date, and thereafter four (4) equal monthly installment payments of Nine Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$9,583.33) each shall be paid each 30 days after the first payment. Therefore, it is currently estimated that participating Settlement Class Members can expect for their Settlement Awards to be mailed by approximately <<six months following date of Order Granting Final Approval>>. Therefore, it is imperative that you notify the

Settlement Administrator of any changes to your address that take place prior to the disbursement in order to avoid any delays in receiving your payment.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$3,000.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for attorneys’ fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$38,333.33) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through final approval of the Settlement. Class Counsel also will ask for reimbursement of up to \$15,000.00 for verified costs and expenses which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his general release of claims against Defendant and his service and extra work provided on behalf of the Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$10,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$7,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$2,500.00) will be payable to the Settlement Class as part of the Net Settlement Amount.

Calculation of Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) PAGA Amount: The \$2,500.00 payable to the PAGA Members as their 25% portion of the PAGA civil penalties shall be designated as the “PAGA Amount.” Each current and former non-exempt employee who worked for Defendant in California at any time from April 19, 2023 through <<PRELIM APPROVAL DATE OR MAY 3, 2025, WHICHEVER IS EARLIER>> (the “PAGA Period”) (“PAGA Members”), regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the total number of workweeks worked by all PAGA Members during the PAGA Period.
- (ii) Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Class Member who worked for Defendant at any time between April 19, 2023 and <<CLOSE OF CLASS PERIOD>>, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the aggregate number of workweeks worked by all participating Class Members during the aforementioned time period.
- (iii) Waiting Time Amount: Twenty-Five percent (25%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Class Member who separated their employment from Defendant at any time between April 19, 2021 and <<CLOSE OF CLASS PERIOD>>.
- (iv) The remainder of the Net Settlement Amount will be distributed to all participating Class Members based on their proportionate number of workweeks worked during the Class Period, by multiplying the

remaining Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

Payments to Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Class Members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Class Members whose checks are not cashed within 180 calendar days after mailing will be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 20% wages (subject to applicable withholdings), and 80% interest and penalties (not subject to withholdings). Each PAGA Amount payable to the PAGA Members shall be allocated as 100% penalties. Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion will fully and finally release and discharge Defendant and all of its present and former parent companies, commonly owned or controlled affiliates, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorney, insurers, successors and assigns (collectively, the "Released Parties") from liability for all claims based on the factual allegations set forth in the operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, including but not limited to claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, violations of Labor Code sections 2802 and 2804, waiting time penalties, wage statement violations, and violations of the California Business and Professions Code section 17200, *et seq.*, that arose during the Class Period ("Released Class Claims"). The period of the Released Class Claims shall extend to the limits of the Class Period.

PAGA Release. If the Court approves the Settlement, the PAGA Members will be issued a check for their share of the PAGA Amount, regardless of whether they validly opt-out of the class-action portion of the Settlement, and will be deemed to have released and discharged Defendant all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the operative complaint in the Action or Plaintiff's April 19, 2024 PAGA Notice to the LWDA, that arose during the PAGA Period ("Released PAGA Claims"). The period of this release shall extend to the limits of the PAGA Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number of workweeks that you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Defendant's records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along

with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter, postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *DARREN CAIN V. BELLHOPS MOVING, LLC* LAWSUIT FILED IN THE LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 24STCV09965. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT IN THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the class action portion of the Settlement. However, all PAGA Members, including those who submit a timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection by **<<RESPONSE DEADLINE>>** to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Your written objection should include your full name, signature, address, telephone number, and the last four digits of your Social Security number, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Darren Cain v. Bellhops Moving, LLC*, Los Angeles County Superior Court Case No. 24STCV09965. Objections in writing must be postmarked on or before **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 1 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department 1 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses, the Enhancement Payment to the

Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, California 90012, during regular business hours. You can make an appointment to personally review the Court's files by calling (213) 830-0800. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>.

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

DARREN CAIN V. BELLHOPS MOVING, LLC
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 24STCV09965

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendant's records:

(a) You worked _____ workweeks during the Class Period;

(b) You worked _____ workweeks between April 19, 2023 and <<CLOSE OF CLASS PERIOD>>; and

(c) Your employment with Defendant <<DID/DID NOT>> end between April 19, 2021 and <<CLOSE OF CLASS PERIOD>>.

Based on the above, your Individual Settlement Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 19, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Darren Cain v. Bellhops Moving, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Darren Cain (“Mr. Cain”) in claims arising from his employment with Bellhops Moving, LLC, a Delaware limited liability company, and Does 1 through 100 (“Defendants”). Mr. Cain is an “aggrieved employee” within the meaning of Labor Code § 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a residential and corporate moving service throughout California. Defendants employed Mr. Cain as a non-exempt Lead Mover from approximately April 2021 to approximately September 2023. Mr. Cain’s job duties included coordinating with customers regarding their move, directing other movers, and assisting in loading and unloading moving trucks. Unless otherwise stated, all allegations contained herein occurred during Mr. Cain’s employment with Defendants.

Defendants’ timekeeping policies and/or practices resulted in Mr. Cain and other aggrieved employees not being compensated for all hours actually worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants failed to pay Mr. Cain and other aggrieved employees for all time spent traveling to their initial jobsite each work day, which varied each day, instead requiring Mr. Cain and other aggrieved employees to drive to the assigned work location before being permitted to clock in for their work shift. Further, Defendants require Mr. Cain and other aggrieved employees to use their personal cell phones for work-related

tasks while off-the-clock, again without paying Mr. Cain and other aggrieved employees for all time spent on this required work activity. Specifically, Defendants instructed Mr. Cain and other aggrieved employees to use their personal cell phones to contact customers on the night prior to performing work for the client, while off the clock, in order to discuss any logistics concerning the client's move. Additionally, Defendants require Mr. Cain and other aggrieved employees to use the company's cell phone application while off the clock in order to view any available work shifts and to reserve or request being assigned to specific work assignments, while not compensating for that time. Finally, Defendants require Mr. Cain and other aggrieved employees to use their personal cell phones to coordinate with each other regarding joint work assignments while off the clock and without additional compensation. As a result of these policies and practices, Defendants have deprived Mr. Cain and other aggrieved employees of all minimum and overtime wages earned.

Defendants failed to provide Mr. Cain and other aggrieved employees with all required meal periods. Specifically, Mr. Cain and other aggrieved employees regularly work shifts in excess of 5.0 hours, but Defendants do not provide any lawful, duty-free meal periods for Mr. Cain and other aggrieved employees. Defendants also failed to provide Mr. Cain and other aggrieved employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Mr. Cain and other aggrieved employees were also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit any rest breaks throughout the workday in violation of California law, even though Mr. Cain and other aggrieved employees regularly worked shifts in excess of 3.5 hours in length. Defendants also failed to provide Mr. Cain and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants also required Mr. Cain and other aggrieved employees to use their personal cellular phones, vehicle and tools for work. Specifically, Defendants required Mr. Cain and other aggrieved employees to use their personal cellular phones to communicate with supervisors and other movers, and to clock in and out of shifts every day. Also, Defendants require Mr. Cain and other aggrieved employees to drive their personal vehicle to various job sites during their work days. While Defendant did pay a mileage reimbursement, all mileage reimbursement paid to Mr. Cain and other aggrieved employees was underpaid, as it was paid below the mileage reimbursement rate set by the Internal Revenue Service. Additionally, Mr. Cain used his own tools such as hammers, screwdrivers, straps, dollies and moving blankets. However, Defendants never reimbursed Mr. Cain and other aggrieved employees for a reasonable portion of their cellular phone expenses or for the cost of necessary work tools, as mandated by Labor Code § 2802. *See also Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 (holding

that an employer must reimburse a reasonable portion of an employee's cell phone bill when its use is necessary for the job).

As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premiums, Defendants maintained inaccurate payroll records, issued inaccurate wage statements, and failed to pay all final wages to Mr. Cain and other aggrieved employees upon their separation of employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Overtime Wage Violations

Defendants were required to properly pay Mr. Cain and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Mr. Cain and other aggrieved employees to work overtime hours but did not compensate Mr. Cain or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Cain and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 9.

Meal Period Violations

Defendants failed to provide Mr. Cain and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result, Mr. Cain and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the

employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

Defendants also failed to authorize and permit Mr. Cain and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code § 516; Wage Order 9, § 12. As a result, Mr. Cain and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Cain and other aggrieved employees for all necessary business expenses incurred, including, among other things, personal cellular phone usage, tools, and mileage reimbursement. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Cain and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Cain and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Mr. Cain and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mr. Cain and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, and meal and rest period premium wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved

employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Cain and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee," Mr. Cain will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Cain's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Cain and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Cain and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Cain and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Cain and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Cain and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Cain and other aggrieved employees for all work-related expenses incurred;
- f. Defendants violated Labor Code § 226 by failing to furnish Mr. Cain and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Cain and other aggrieved employees;
- h. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Cain and other aggrieved employees; and
- i. Defendants violated Labor Code § 204 by failing to pay Mr. Cain and other aggrieved employees all wages earned at least twice during each calendar month.

LWDA
April 19, 2024
Page 6 of 6

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: Bellhops Moving, LLC, c/o CSC-Lawyers Incorporation Service, 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833 (via certified mail)

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Firm Name (if any) *

Haines Law Group, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

jramirez@haineslawgroup.

Your Street Name, Number and Suite/Apt *

2155 Campus Drive

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Darren Cain

Plaintiff/Aggrieved Employee Occupation *

Lead Mover

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Bellhops Moving, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1500 Chestnut Street, Ste 106

Employer City *

Chattanooga

Employer State *

Tennessee

Employer Zip/Postal Code *

37402

Employer Industry *

Other ▼

Employer Industry for "Other" *

Moving

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

100

Notice Violations – Check All that Apply *

Child Labor – Specify Ages

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Provide Details of Other Violation *

Failure to pay twice monthly

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Paul

Billing Last Name *

Haines

Billing Email *

qramirez@haineslawgroup.

Billing Phone

4242922350

Billing Street Name, Number and Suite/Apt *

2155 Campus Drive

Billing City *

El Segundo

Billing State *

California

Billing Zip/Postal Code *

90245

Credit Card Type *

Visa

Credit Card Number *

4154178575546940

CVV Number *

182

Credit Card Expiration Month *

05

mm

Credit Card Expiration Year *

2024

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File 2024-04-19 ... LWDA Ltr.pdf

Other Attachment – (if any) (must be a .pdf)

Choose File No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAIInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, April 19, 2024 6:58:33 PM

4/19/2024

LWDA Case No. LWDA-CM-1023476-24
Law Firm : Haines Law Group, APC
Plaintiff Name : Darren Cain
Employer: Bellhops Moving, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4