

**NOTICE OF CLASS ACTION SETTLEMENT
("NOTICE")**

Juan Lara v. Premiere Relocation Services Inc. dba Cummings Moving Co.
Case No. 19CIV02396

If you are a current or former non-exempt employee of PREMIERE RELOCATIONS SERVICES, INC. dba CUMMINGS MOVING CO., from April 30, 2015, through August 20, 2020, a class action settlement described in this letter may affect your rights. Please read this Notice carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

WHY ARE YOU RECEIVING THIS NOTICE?

- **Juan Lara (“Plaintiff” and/or “Mr. Lara”), a former employee of Premiere Relocations Services, Inc. dba Cummings Moving Co. (“Defendant and/or “Cummings Moving”) filed a lawsuit against Cummings Moving; Cummings Moving denies any and all liability.**
- **The Parties to the lawsuit have reached a proposed settlement, and the Court has given its preliminary approval to the terms of the settlement. The Court has not decided that Cummings Moving did anything wrong.**
- **Based on Cummings Moving’s records, you are a current or former employee who is eligible to participate in the settlement.**
- **This proposed settlement could affect your legal rights, and you have a choice to make now:**

Your Legal Rights and Options in this Lawsuit	
Do Nothing	If you wish to receive your share of the settlement proceeds, you do not need to take any action. A settlement check will be mailed to you once the settlement is approved. By selecting this option, you are giving up your right to sue Cummings Moving separately about the same legal claims in this lawsuit.
Ask to be Excluded	If you ask to be excluded, you will not receive a settlement check. You will keep any rights to sue Cummings Moving separately about the same legal claims in this lawsuit. You must ask to be excluded by November 23, 2020.
Object	Write to the Settlement Administrator about why you think the settlement should not be approved.

CUMMINGS MOVING WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

Your options and your deadlines to act are explained in this notice.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this notice because Cummings Moving’s records show that you currently work, or previously worked for Cummings Moving as a non-exempt employee at some time since April 30, 2015 through August 20, 2020. In other words, you are part of a “class” of employees on whose behalf Juan Lara filed a class action lawsuit. The Parties to the lawsuit have reached a proposed settlement of the case, but the settlement must be approved by the Court. The Hon. Marie Weiner of the San Mateo County Superior Court is overseeing the proposed Settlement of this Class Action and has given *preliminary* approval of the settlement so that you could receive this notice and learn about how it might affect your rights. The lawsuit is known as *Juan Lara v. Premiere Relocations Services, Inc. dba Cummings Moving Co.*, Case No. 19CIV02396. You can access the entire case file online through the County of San Mateo Superior Court’s website: <https://www.sanmateocourt.org/>.

2. WHAT IS THIS LAWSUIT ABOUT?

A lawsuit entitled *Juan Lara v. Premiere Relocations Services, Inc. dba Cummings Moving Co.* is now pending in the Superior Court of California, County of San Mateo, Case No. 19CIV02396 (the “Lawsuit”). Plaintiff has alleged claims against Defendant under the California Labor Code and the California Unfair Competition Law.

Plaintiff brought this Lawsuit as a class action on behalf of themselves and other similarly-situated employees (the “Class”). This Lawsuit is about whether non-exempt employees of Cummings Moving were provided all meal and rest periods legally required, whether they were paid all of the wages to which they were entitled under the law, whether the earnings of such employees and other required information on wage statements or “paystubs” that it provided, whether they were paid all wages owed at termination, whether they were reimbursed for necessary business expenses, and whether such employees might be entitled to penalties under the law. In sum, Plaintiff seeks monetary recovery on behalf of the Class for the alleged violations, along with penalties, interest, costs, and attorneys’ fees.

If you want to learn more about the claims in this case, you may view a copy of the Complaint at www.phoenixclassaction.com/lara-v-cummings.

3. HAS THE COURT DECIDED WHO IS RIGHT?

As part of the Settlement, Cummings Moving contends that it has complied with all laws and denies the allegations in the Lawsuit. The Court will not decide whether Plaintiff or Cummings Moving are correct. By giving preliminary approval to the settlement, the Court is not suggesting that the Plaintiff will win or lose this case. The Court’s role in evaluating the Settlement is to decide whether the terms of the Settlement appear to be fair to the Class based on strengths and weaknesses of Plaintiff’s claims, whether a settlement on behalf of all of the Class Members is appropriate based on the types of claims in Plaintiff’s Complaint and whether Plaintiff and his lawyers will fairly represent the Class Members.

4. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a “Class Representative” (in this case “Juan Lara”) sues on behalf of himself and other people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representative and all Class Members like them are called the Plaintiffs. The companies they sue are called the Defendants. In a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

5. WHAT IS THE TIME PERIOD TO WHICH THIS CLASS ACTION APPLIES?

This Class Action applies to all non-exempt employees of Cummings Moving employed at some time since April 30, 2015 through August 20, 2020, which is the date that the Court gave its preliminary approval to the Settlement. This time period is known as the “Class Period.” As described below, the Class Period is used to determine the amount of each Class Member’s share of the Settlement.

6. WHY IS THIS LAWSUIT A CLASS ACTION?

While Cummings Moving dispute this case, a preliminary settlement has been reached and the Court has stated that for purposes of settlement, that this lawsuit can be settled as a class action because:

- There are current or former Cummings Moving employees who worked as non-exempt employees;
- There are legal questions and facts that are common to each of them that would justify a settlement on behalf of the entire Class;
- Juan Lara’s claims are typical of the claims of the rest of the Class;
- Mr. Lara’s and his lawyers who will represent the Class will fairly and adequately represent the Class’ interests;

- Settling this lawsuit as a class action would be more efficient than having many individual lawsuits; and
- The terms of the settlement (described below in Parts 8 and 9) and the amounts to be paid appear to be fair and adequate based on the strengths and weaknesses of Plaintiff's claims.

More information about why the Court has preliminarily allowed the parties to proceed with settling this lawsuit as a class action is available in the Court's Preliminary Approval Order, which is available at www.phoenixclassaction.com/lara-v-cummings.

THE TERMS OF THE SETTLEMENT

7. HOW MUCH IS THE TOTAL SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Cummings Moving will pay Class Members, on a check-mailed basis, monetary compensation in the maximum total amount of Three Hundred Thousand Dollars (\$300,000.00). This is referred to as the "Gross Settlement Value." Under the terms of the settlement, Cummings Moving has agreed to pay this total sum through an agreed upon payment schedule, and no part of the Gross Settlement Value will be returned to Cummings Moving

8. HOW MUCH OF THE SETTLEMENT WILL GO TO THE CLASS MEMBERS?

Certain deductions will be made from the Gross Settlement Value. The amount remaining after these deductions is referred to the "Net Settlement Value." The Net Settlement Value is the amount that will be divided amongst the Class Members, known as the Net Settlement Value.

Each of the deductions from the Gross Settlement Value listed below will be requested and the Court will decide how much to aware at the time of final approval. The Court has preliminarily approved each of the following deductions from the Gross Settlement Value:

- Attorneys' fees **not to exceed** One Hundred Thousand Dollars (\$100,000.00) and costs of up to Fifteen Thousand Dollars (\$15,000.00). **However, the Court will not approve the attorneys' fees amount until the final approval hearing;**
- Payment to the Settlement Administrator **not expected to exceed** Fifteen Thousand Dollars (\$15,000.00) for the costs of sending notice out to the Class Members, responding to Class Member inquiries and distributing settlement funds to the Class Members if the Court gives its final approval to the settlement;
- Payment to the Class Representative **not to exceed** Five Thousand Dollars (\$5,000.00) as an incentive for the filing of this lawsuit, for the risks incurred by Plaintiff in bringing the lawsuit, and for Plaintiff's participation in this lawsuit in assisting Class Counsel. **The Court will not approve the amount of the incentive award until the final approval hearing;** and
- Payment to the California Labor and Workforce Development Agency ("LWDA") of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00), paid to the LWDA pursuant to California Labor Code Section 2699(i), which represents the LWDA's share of the civil penalties obtained by Plaintiff under the terms of the Settlement for violations of the California Labor Code, and One Thousand Two Hundred Fifty Dollars (\$1,250), which represents the Class Members share of the civil penalties obtained by Plaintiff pursuant to California Labor Code Section 2699(i).

Each of the above amounts is deducted from the Gross Settlement Value, and the remaining amount (Net Settlement Value) is to be distributed to all of the Class Members.

The Class Action Administrator shall advise Defendant's Counsel of the total funds necessary to make the employer payroll taxes required by this Settlement no later than seven (7) calendar days after the Effective

Date of the Settlement, and Defendant shall deposit that additional amount with the Class Action Administrator no later than fifteen (15) calendar days from the Effective Date.

Remaining Undeliverable or Uncashed Checks: Any funds associated with checks that have not been cashed within one hundred eighty (180) days, will become void and the Individual Settlement Amount associated with the un-cashed check shall be paid in accordance with the Code of Civil Procedure 384 or any other method of distribution consistent with Code of Civil Procedure section 384. The Settlement provides that the cy pres recipient shall be Bay Area Legal Aid (BayLegal) or other mutually agreeable cy pres recipient should, the Court not approve the Parties' proposed beneficiary and/or as otherwise consistent with the Code of Civil Procedure section 384.

9. WHAT IS MY SHARE OF THE SETTLEMENT AND HOW IS IT CALCULATED?

The Settlement reflects Plaintiff's claims that he and the other Class Members are entitled to unpaid wages and premiums, reimbursement for allegedly necessary businesses expenses, interest on unpaid wages, and various penalties related to the failure to pay wages that are established under the California Labor Code. Generally, each Class Member's share of the Settlement depends on the length of time the Class Member was employed by Cummings Moving during anytime between April 30, 2015 through August 20, 2020. The Settlement Administrator will calculate the amount that each Class Member will receive as follows:

- Thirty percent (30%) of your Individual Settlement Payment represents unpaid wages. Your Wage Payment will be subject to W-2 taxes and withholdings in the same way that it would have been if you had received it as part of your paycheck from Cummings Moving.
- Seventy percent (70%) of your Individual Settlement Payment represents penalties. Each Class Member will receive an IRS Form 1099 for the remaining portion of their individual settlement amount not designated as wages.

Based on your total workweeks of «Total_Weeks», your estimated Individual Settlement Payment is «Est_Set_Amt». The claims administrator will begin sending checks within 15 calendar days of the final funding of the settlement. The final funding will occur no later than eighteen (18) months after the Final Approval Hearing.

The amount of the actual amount of your individual Settlement share will depend on how many Class Members decide that they want to be excluded from the Settlement, and the actual amounts deducted from the Gross Settlement Value that the Court approves.

10. IS THERE ANY MONEY AVAILABLE NOW?

No money is available now, because the Court has only given *preliminary* approval to the settlement. The Court has not yet decided to give *final* approval to the settlement. The Court will not decide whether to give final approval to the settlement until the Class Members have received notice of the lawsuit and had the opportunity to decide whether to participate in the settlement. If the Court grants final approval of the settlement, settlement funds will be paid to the Class Members.

Defendant has agreed to make payments for the Gross Settlement Amount in three (3) installments. Defendant is to make the first of the three (3) installment payments in the amount of One Hundred Thousand Dollars (\$100,000.00) to be made within twenty (20) days of the Final Approval Hearing. The second deposit of the three (3) installment payments in the amount of One Hundred Thousand Dollars (\$100,000.00) is to be made no later than one (1) year after the Final Approval Hearing. The third and final deposit of the three (3) installment payments in the amount of One Hundred Thousand Dollars (\$100,000.00) is to be made no later than eighteen (18) months after the Final Approval Hearing.

11. WHAT ARE THE TAX CONSEQUENCES IF I CHOOSE TO RECEIVE MY SHARE OF THE SETTLEMENT?

Neither the lawyers for the Class Members nor Cummings Moving make any representations to you concerning the tax consequences of this Settlement or your participation in it, and you are encouraged to speak with your own personal tax advice prior to acting in response to this Notice.

Please be advised that the tax withholdings will be reported to the appropriate taxing authority whether you cash the check or not. For the portion of the individual settlement that each Class Member receives pursuant to 1099, taxes will not be withheld from this portion. However, taxes may need to be paid and each person should consult an accountant or other tax advisor in connection with funds received under the settlement.

12. WHAT RIGHTS AM I RELEASING UNDER THE SETTLEMENT?

If you choose to do nothing in response to this Notice, you will receive your share of the Settlement as described above. In exchange for your share of the Settlement, you will be releasing your right to bring your own lawsuit against Cummings Moving for the same claims that Plaintiff asserted in his Complaint, or to bring claims that Plaintiff could have asserted based on the allegations in his Complaint. Specifically, if you choose to receive your share of the Settlement, you will be releasing your right to file a lawsuit or other claim against Cummings Moving for California wage and hour violations that occurred during the Class Period, such as claims for unpaid minimum wages, off-the-clock work, unpaid or underpaid overtime wages, meal or rest period violations, paystub inaccuracies, failure to reimburse for allegedly necessary business expenses, failure to pay all wages due upon termination or resignation, and your right to seek civil or statutory penalties that may be related to such claims. **You may view the full text of the Release to which you will be subject if you receive your share of the Settlement at www.phoenixclassaction.com/lara-v-cummings.**

13. WHAT RIGHTS WILL I RETAIN EVEN IF I RECEIVE MY SHARE OF THE SETTLEMENT?

Even if you choose to receive your share of the Settlement, you are **not** releasing Cummings Moving or any other person or entity from claims for workers' compensation, unemployment, or disability benefits.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded from the Settlement.

14. WHAT HAPPENS IF I DO NOTHING AT ALL?

You don't have to do anything if you want to receive your share of the Settlement. You will automatically receive a check with your share of the Settlement so long as the Court gives its *final* approval to the Settlement and the Settlement Administrator has your current address. You will be legally bound by all of the Order the Court issues and judgments the Court makes with respect to this Settlement.

If for any reason the Court decides not to give final approval to the Settlement, the Settlement will be void and you will not receive your share of the Settlement. You will also retain any rights you may have had if Plaintiff's lawsuit had never been filed. Under the terms of the Settlement, if the Court does not give final approval to the Settlement for any reason, the parties to the lawsuit will continue with the lawsuit.

15. HOW DO I ASK THE COURT TO EXCLUDE ME FROM THE SETTLEMENT IF I DO NOT WANT TO PARTICIPATE?

If you want to be excluded from the Settlement, you must return a written Request for Exclusion by fax or mail expressing your intent to opt-out of the Settlement in *Juan Lara v. Premiere Relocation Services Inc. dba Cummings Moving Co.* Case No. 19CIV02396 and not receive your share of the Settlement. Be sure to include your name, signature, address, telephone number, and last four digits of your Social Security Number, along with a statement of why you wish to be excluded from or opt out of the Settlement Class. You must fax or mail your exclusion request, postmarked no later than November 23, 2020 to:

Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92867
Toll-Free: (800) 523-5773
Fax: (949) 209-2503

If you send a request for exclusion to the Claims Administrator at the address listed above within the deadline identified above, indicating that you want to opt-out of the settlement in this case, **you will not be eligible** to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against Defendants.

16. CAN I OBJECT TO THE SETTLEMENT?

Yes. If you do not opt out of the Settlement, you may object to the Settlement either personally or through an attorney at your own expense, by mailing a written objection to the Claims Administrator at the address set forth above in Part 15.

All objections must be signed and must include (1) your full name, last four digits of social security number, and address, (2) the name and case number of the Action: *Juan Lara v. Premiere Relocation Services Inc. dba Cummings Moving Co.* Case No. 19CIV02396, and (3) specific reason(s) for the objection. All objections must be mailed to the Claims Administrator, no later than **November 23, 2020**. You may appear, either personally or through an attorney, at your own expense, at the Final Approval Hearing that is discussed in Part below. As noted above, your objection should clearly explain why you object to the proposed Settlement. Even if you do not personally appear or through an attorney, the Court will still consider your objection.

Even if you mail an objection, if the Court gives its final approval to the Settlement you will receive your share of the Settlement and you will be subject to the release described in Part 12 unless you also timely mail a letter to the Settlement Administrator indicating that you want to be excluded from the Settlement, as described in Part 15.

THE LAWYERS IN THIS CASE

17. DO I HAVE A LAWYER IN THIS CASE?

The Court has decided that the attorneys of Mahoney Law Group, APC, at 249 E. Ocean Boulevard, Suite 814 Long Beach, CA 90802 may represent you and all Class Members. Attorney Kevin Mahoney and Berkeh (“Beyonca”) Alemzadeh of the Mahoney Law Group, APC are called “Class Counsel.”

18. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. You may retain your own lawyer at your own expense. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

19. HOW WILL THE LAWYERS BE PAID?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. The fees and expenses that the Parties have agreed that Class Counsel may request are identified above at Part 9. If the Court grants Class Counsels' request, the fees and expenses will be deducted from the Gross Settlement Value.

IMPORTANT FUTURE DATES

20. WHAT HAPPENS NEXT?

The Court has scheduled a Final Fairness Hearing for December 9, 2020 at 10:00 a.m. at the San Mateo County Superior Court, Department 2, located at 400 County Center, Redwood City, San Mateo, California 94063. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval of the Settlement. At the same place and immediately following the Final Fairness Hearing, the Court will also rule on the Settlement Class Representative's request for attorney's fees, litigation costs, and incentive award. You have the right, but are not required, to appear personally or through an attorney of your choosing, at your own expense, to object to or express your views regarding the Settlement and the requested attorney's fees, costs and service award. Due to the current conditions, including but not limited to, the COVID-19 pandemic, the state of emergency having been declared by Governor Gavin Newsom, the need for social distancing, and the use of remote access technology, you can also appear remotely via CourtCall by dialing 1 (888) 882-6878. Once you dial CourtCall the moderator will assist in connecting you to Department Two (2) or the substituted department in which the matter *Juan Lara v. Premiere Relocation Services Inc. dba Cummings Moving Co.* Case No. 19CIV02396 is being heard.

If the Court grants final approval of the Settlement, Notice of the Entry of Judgment will be posted on the Settlement Administrator's website at www.phoenixclassaction.com/lara-v-cummings.

GETTING MORE INFORMATION

21. ARE MORE DETAILS AVAILABLE?

This Notice only summarizes the Action, the Settlement, and other related matters. There are a variety of ways that you can request more information.

- You may refer any questions about the lawsuit and the Settlement to the Settlement Administrator by calling (800) 523-5773, or by calling Class Counsel at (562) 590-5550. You may also email Class Counsel at kmahoney@mahoney-law.net.
- You may visit www.phoenixclassaction.com/lara-v-cummings to view documents filed in this matter, including the Complaint, Settlement Agreement, Motion for Preliminary Approval and accompanying papers, Motion for Final Approval and accompanying papers and Notice of Entry of Judgment in this case.
- You may visit www.phoenixclassaction.com/lara-v-cummings where you can review the Complaint, all papers filed by Class Counsel in support of their Motion for Preliminary Approval of Class Action Settlement, the Court's Order Granting Preliminary Approval of Class Action Settlement, and the Joint Stipulation of Class Settlement that contains all terms of the Settlement. If the Court grants final approval to the Settlement, the website will also have copies of all papers filed by Class Counsel in support of their Motion for Final Approval of Class Action Settlement and the Court's Order Granting Final Approval of Class Action Settlement. If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Claims Administrator at (800) 523-5773.

PLEASE DO NOT CONTACT OR WRITE THE COURT, THE DEFENDANT, OR DEFENDANT'S ATTORNEYS FOR INFORMATION REGARDING THIS NOTICE, THE EXCLUSION FORM, OR THE SETTLEMENT.