

NOTICE OF CLASS ACTION SETTLEMENT

Murray v. New World Van Lines of San Francisco, et al.
Superior Court of California for the County of Alameda, Case No. RG21095207

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Kenneth Murray ("Plaintiff") and Defendants New World Van Lines of San Francisco and New World Van Lines, Inc. ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the cases entitled *Kenneth Murray v. New World Van Lines of San Francisco, et al.*, Alameda County Superior Court, Case No. RG21095207 and *Kenneth Murray v. New World Van Lines of San Francisco, et al.*, Alameda County Superior Court, Case No. RG21102247 (the "Actions"), which may affect your legal rights. On October 13, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on June 20, 2023, at 3:00 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to opt out from the Class Settlement. Additional details regarding participating in the settlement are included below in section V.(A) of this Notice.

B. Opting Out from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Opt Out"), which must: (1) include the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco, et al.* RG21095207); (2) include your full name, signature, address, and the last four digits of your Social Security Number; (3) clearly state that you request to exclude yourself from the Class Settlement; and (4) be submitted to the Settlement Administrator, postmarked by **no later than January 16, 2023**, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Additional details regarding the consequence of opting out of the settlement are discussed below in Section V.(B) of this Notice.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted an Opt Out, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing. **You may also object by appearing at the hearing regarding approval of the Settlement and orally objecting before the Court.**

A written objection must: (1) include the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco, et al.* RG21095207); (2) include your full name, signature, address, and the last four digits of your Social Security Number; (3) state the grounds for the objection; and (4) be submitted to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than January 16, 2023**.

I. IMPORTANT DEFINITIONS

“**Class**” all current and former hourly-paid or non-exempt employees who were employed with any of the Defendants within the State of California at any time during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the time period from April 6, 2017 through August 23, 2022.

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

“**PAGA Group Members**” means all current and former hourly-paid or non-exempt employees of Defendants within the State of California during the PAGA Period.

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

“**PAGA Period**” means the time period from April 5, 2020 through August 23, 2022.

II. BACKGROUND OF THE ACTION

On April 5, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code that he contends were violated (“LWDA Notice”). On April 6, 2021, Plaintiff filed a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG21095207 (“Murray Class Action”). On June 9, 2021, Plaintiff filed a Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Alameda County Superior Court, Case No. RG21102247 (“Murray PAGA Action”). On October 15, 2021 Plaintiff Filed a First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in Murray PAGA Action. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

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

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

On October 13, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Kenneth Murray as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair,

reasonable, and adequate, and is in the best interests of the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred and Fifty Thousand Dollars (\$350,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$122,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Seven Twenty Thousand Dollars (\$20,000.00) (“Litigation Costs”) (together, Attorneys’ Fees and Litigation Costs are the “Class Counsel Award”) to Class Counsel; (2) Class Representative Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Actions; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to the Settlement Administrator; and (4) the amount of Twenty-Five Thousand Dollars (\$25,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$18,750.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$6,250.00) will be distributed to PAGA Group Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for any of Defendants as an hourly-paid or non-exempt employee in California during the Class Period (“Compensable Workweeks”). The Settlement Administrator has calculated the total number of Compensable Workweeks of all Class Members (“Total Compensable Workweeks Value”) and then divided each Class Member’s individual Compensable Workweeks by the Total Compensable Workweeks Value to arrive at each Class Member’s Individual Compensable Workweek Value. Then, the Settlement Administrator has multiplied each Class Member’s Individual Compensable Workweek Value by the Net Settlement Amount to yield the Class Member’s Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Opt Out (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

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

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“PAGA Payment Share”), based on the number of PAGA Workweeks of each PAGA Group Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided each PAGA Member’s individual PAGA Workweeks by the total number of PAGA Workweeks of all PAGA Group Members (“Total PAGA Workweeks”) to yield each PAGA Group Member’s “Individual PAGA Workweek Value.” The Settlement Administrator then multiplied each PAGA Group Member’s Individual PAGA Workweek Value by the Employee PAGA Amount to arrive at each PAGA Group Member’s PAGA Payment Share that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

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

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

B. Your Workweeks Based on Defendant’s Records

According to Defendants’ records:

From April 6, 2017 through August 23, 2022 (i.e., the Class Period), you are credited as having worked [] Compensable Workweeks.

From April 5, 2020 through August 23, 2022 (i.e., the PAGA Period), you are credited as having worked [] PAGA Workweeks.

If you wish to dispute the Compensable Workweeks or PAGA Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) which must: (1) contain the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco* RG21095207); (2) include your full name, signature, address, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Workweeks or PAGA Workweeks attributed to you; (4) include information and/or attach documentation demonstrating that the number of Compensable Workweeks and/or PAGA Workweeks that you contend should be credited to you are correct; and (5) be submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than January 16, 2023**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ _____. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your PAGA Payment Share is estimated to be \$ _____.

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

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Group Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” are all wage and hour claims, rights, demands, liabilities, causes of action, and theories of liability, whether known or unknown, that were expressly pleaded in, or could have been pleaded, against any of the Released Parties based on the facts alleged in the Murray Class Complaint, arising during the Class Period, including, but not limited to, claims for failure to pay wages, including, but not limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, interrupted, on-duty and/or short meal and/or rest periods, failure to reimburse for business expenses, failure to pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate itemized wage statements/compliant wage statements, failure to keep requisite payroll records, unfair business practices under California Business & Professions Code Section 17200, *et seq.* based on the aforementioned, statutory penalties, damages, interest, costs or attorneys’ fees, and related violations of any other state law, whether for economic damages, non-economic damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, including, but not limited to, all wage and hour claims under California Labor Code Sections 201-204, 226, 226.7, 510, 512(a), 1174(d) 1194, 1197, 1197.1, 1198, 2800, and 2802.

“Released PAGA Claims” are all claims for civil penalties arising under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, that were expressly pleaded in, or could have been pleaded, against any of the Released Parties based on the facts alleged in the Murray PAGA Complaint and/or the LWDA Notice, arising during the PAGA Period, including but not limited to, all claims for civil penalties for failure to pay wages, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, interrupted, on-duty and/or short meal and/or rest periods, failure to reimburse for business expenses, failure to pay

wages upon termination, failure to pay wages during employment, and failure to provide accurate itemized wage statements, based on California Labor Code Sections 201-204, 221, 224, 226(a), 226.2, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

“Released Parties” means Defendants and each of their present and former predecessors, successors, parent companies, subsidiaries, divisions, related or affiliated companies, and each of their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with any of the foregoing in connection with the Actions.

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$122,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (“Litigation Costs”) (together the Attorneys’ Fees and Litigation Costs are the “Class Counsel Award”), subject to approval by the Court. The Class Counsel Award granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Class Representative Service Award”), in recognition of his services in connection with the Actions. The Class Representative Service Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and PAGA Payment Share (if applicable) that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Outs, Objections, and Workweeks Disputes, calculating Individual Settlement Payments and PAGA Payment Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER

A. Participate in the Settlement

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

Unless you elect to opt out from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your PAGA Payment Share. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Opting Out from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Opt Out”), which must: (1) include the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco, et al.* RG21095207); (2) include your full name, signature, address, and the last four digits of your Social Security Number; (3) clearly state that you request to exclude yourself from the Class Settlement; and (4) be submitted to the Settlement Administrator, postmarked by **no later than January 16, 2023** at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Opt Out will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit an Opt Out will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Group Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued a PAGA Payment Share, regardless of whether they submit an Opt Out.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted an Opt Out, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing. **You may also object by appearing at the hearing regarding approval of the Settlement and orally objecting before the Court.**

An objection must: (1) include the case name and number of the Murray Class Action (*Kenneth Murray v. New World Van Lines of San Francisco, et al.* RG21095207); (2) include your full name, signature, address, and the last four digits of your Social Security Number; (3) state the grounds for the objection; and (4) be submitted to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than January 16, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, on **June 20, 2023**, at **3:00 p.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award the Class Counsel Award to Class Counsel, Class Representative Service Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 1221 Oak Street, Oakland, California 94612, during business hours, or by online by visiting the following website: <https://eportal.alameda.courts.ca.gov/>, clicking “Searches”, clicking “Case Number Search”, and entering the case number RG21095207.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, VISIT www.phoenixclassaction.com/murray-v-new-world-van, OR YOU MAY ALSO CONTACT CLASS COUNSEL.