

FILED
Superior Court of California
County of Los Angeles

01/22/2024

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

ERNESTO GUZMAN OROZCO
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

UNITED MOVING CARS, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22STCV30467

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF THE
PROPOSED SETTLEMENT CLASS**

DATE: JANUARY 5, 2024
TIME: 10:30 A.M.
DEPT.: SS1

1 On September 19, 2022 Plaintiffs Ernesto Guzman Orozco (“Plaintiffs”) filed the initial
2 class-action complaint in the Superior Court of Los Angeles County, styled *Ernesto Guzman*
3 *Orozco v United Moving Cars*, Case No. Case No22STCV30467, on behalf of himself and all
4 others similarly situated current and former employees of Defendant United Moving Cars
5 (“Defendant”). The Complaint asserted claims under the California Labor Code for failure to pay
6 wages for all hours worked, reimburse for business expenses, provide accurate itemized wage
7 statements, pay all wages at the time employment ends and a derivative claim under the California
8 Unfair Competition Law. On October 31, 2022, Plaintiffs filed a First Amended Complaint to add
9 a cause of action under California’s Private Attorneys General Act (“PAGA”), Cal. Labor Code
10 section 2699, *et seq.*

11 After conducting discovery (formal and informal), the Parties participated in private
12 mediation before Jeff Winikow on August 28, 2023. The Parties reached a settlement, the terms
13 of which are embodied in the Class Action and PAGA Settlement Agreement and Class Notice
14 (the “Agreement” or “Settlement Agreement”).

15 On January 5, 2024, the hearing on the Motion for Preliminary Approval of Class Action
16 Settlement and Conditional Certification of the Proposed Settlement Class (the “Preliminary
17 Approval Motion”) was held before this Court. The Court, having reviewed the Memorandum of
18 Points and Authorities in Support of the Preliminary Approval Motion, all other papers and
19 documents presented, having heard the arguments of counsel, and having considered the matter,
20 and making findings and rulings at the hearing:

21 **IT IS HEREBY ORDERED:**

22 1. The Court hereby GRANTS preliminary approval of the terms contained in the
23 Agreement. The Court preliminarily finds that the terms of the Agreement appear to be
24 presumptively fair (*Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996)), and are within
25 the “ballpark” of reasonableness based on an independent and objective review of the well-
26 recognized factors in evaluating whether a class-action settlement is fair, adequate and reasonable.
27 See *e.g.*, *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008) (*citing Dunk, supra*,
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1 48 Cal.App.4th at 1801); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 799
2 (2009); *Munoz v. BCI Coca-Cola Bottling Company of Los Angeles*, 186 Cal.App.4th 399, 407
3 (2010); *In re Cellphone Fee Terminations Cases*, 186 Cal.App.4th 1380, 1389 (2010).

4 2. As a result, the preliminarily approved amounts deducted from the \$750,000
5 Gross Settlement Amount, and which result in the Net Settlement Amount, are as follows:

6 a. 1/3 of the Gross Settlement Amount (\$250,000 prior to any escalator
7 clause being triggered) for attorney's fees and up to \$25,000 in costs;

8 b. While Plaintiff requested (and the Settlement Agreement provides for) up
9 to \$10,000 for a Class Representative Service Payment, the Court indicated it is inclined to only
10 award \$7,500;

11 c. Settlement Administration Costs of up to \$20,000;

12 d. PAGA Penalties of \$25,000, of which 75%, or \$18,750, will be paid to
13 the LWDA and 25%, or \$6,250, will be paid to Class Members who worked for Defendant from
14 August 27, 2021 through the date the Court grants preliminary approval.

15 3. As a result of the above, the Net Settlement Amount (accounting for the reduction
16 in the Class Representative Service Payment) is \$422,500 which would be distributed to all class
17 members who do not opt out of the settlement.

18 4. It appears to the Court on a preliminary basis that: (1) the settlement amount is
19 fair and reasonable to the Settlement Class when balanced against the probable outcome of further
20 litigation relating to class certification, trial, and potential appeals; (2) significant formal and
21 informal discovery, investigation, research, and litigation have been conducted such that counsel
22 for the Parties are able to reasonably evaluate their respective positions at this time; (3) settlement
23 at this time will avoid substantial costs, delay, and risks that would be presented by the further
24 pursuit of litigation; and (4) the proposed settlement has been reached as the result of intensive,
25 serious, and non-collusive arms'-length negotiations between the Parties.

26 5. The Court hereby GRANTS conditional certification of the provisional class,
27 pursuant to California Code of Civil Procedure § 382, in accordance with the Agreement for the
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1 purpose of this class settlement only. The Settlement Class is defined as all current and former
2 hourly non-exempt employees of Defendant in California at any time from October 27, 2020
3 through the date of preliminary approval of the settlement.

4 6. The Court hereby GRANTS conditional approval of the PAGA Release. The
5 Aggrieved Employees are defined as all current and former hourly non-exempt employees of
6 Defendant in California at any time from August 27, 2021 through the date of preliminary approval
7 of the settlement.

8 7. The Court hereby authorizes the retention of ILYM Group as Settlement
9 Administrator for the purpose of this settlement.

10 8. The Court hereby conditionally finds that Ian M. Silvers of Bisnar|Chase LLP
11 (“Class Counsel”) may act as lead counsel for the Settlement Class, and that Plaintiff may act as
12 Class Representatives for the Settlement Class.

13 9. The Court hereby APPROVES the Notice of Class Action Settlement (the
14 “Notice”) attached hereto as **EXHIBIT 1**. The Court finds that the Notice constitutes the best
15 notice practicable under the circumstances and is in full compliance with the laws of the State of
16 California, to the extent applicable, the United States Constitution, and the requirements of due
17 process. The Court further finds that the Notice appears to fully and accurately inform the
18 Settlement Class Members of all material elements of the proposed Agreement, of the Settlement
19 Class Members’ right to be excluded from the settlement, and of each Settlement Class member’s
20 right and opportunity to object to the Agreement. The Notice shall be mailed via first class mail
21 to the most recent known address of each Settlement Class member within ten (10) calendar days
22 following the receipt of Settlement Class Member information from Defendant.

23 10. The Court further ORDERS that Class Counsel shall file the Motion for Final
24 Approval of the Class-Action Settlement and the Motion for Final Approval of Attorneys’ Fees,
25 Costs, and Class Representative Incentive Awards, with the appropriate declarations and
26 supporting evidence, by sixteen (16) court days prior to the Final Approval Hearing.

27 11. The Court further ORDERS that each Settlement Class member who does not
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1 request exclusion from the settlement, shall be given a full opportunity to object to the Agreement
2 and to participate at the Final Approval Hearing at which the Court will address final approval of
3 the settlement including attorneys' fees, costs, administration costs and class representative service
4 payment, which the Court sets to commence on June 26, 2024 at 10:30 a.m. in Department SS1 of
5 the Superior Court of the State of California, County of Los Angeles, 312 N Spring St, Los
6 Angeles, CA 90012

7 12. Any Settlement Class member seeking to object to the Agreement must mail or
8 fax his or her objection to the Settlement Administrator no later than forty-five (45) calendar days
9 after the mailing of the Notice and accompanying forms to Settlement Class Members, unless the
10 Court requires a longer period, in which case the Court-ordered objection period will apply. If the
11 45th day falls on a Sunday or federal holiday, the time to object to the Settlement Agreement will
12 be extended to the next day on which the U.S. Postal Service is open. Except that should the
13 Response Deadline (or any extension(s) thereof) fall on a Saturday and regular U.S. Mail service
14 is in operation that day, then no further extension pursuant to this paragraph shall apply to these
15 specific deadlines Under no circumstances shall the objection deadline be extended for any reason
16 other than the above, including non-receipt of the Notice.

17 13. Following Final Approval of the Settlement, the Settlement Class members will
18 be paid an Individual Class Payment and , if applicable, and Individual PAGA Payment as
19 calculated under Sections 3.2.4 and 3.2.5.1 of the Agreement, unless the Settlement Class member
20 submits an opt-out form within 45 calendar days from the date the Settlement Administrator mails
21 the Notice and accompanying forms to Settlement Class Members (but he/she will receive the
22 Individual PAGA Payment, if applicable, regardless of whether he/she opts out of the class).

23 14. The Court further ORDERS that, pending further order of this Court, all
24 proceedings in this action, except those contemplated herein and in the Agreement, are stayed.

25 15. If the Court grants final approval, Settlement Class Members (who have not opted
26 out) and their successors shall conclusively be deemed to have given a release, as set forth in the
27 Agreement and Notice, against the released parties, and all such Settlement Class Members and
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1 their successors shall be permanently enjoined and forever barred from asserting any released
2 claims against the released parties. Specifically, Settlement Class Members shall release
3 Defendant and the Released Parties of the following:

4 all claims that were alleged, or reasonably could have been alleged, based on the
5 Class Period facts stated in the Operative Complaint including any and all claims
6 involving any alleged failure to pay minimum wage, overtime, reimburse for
7 business expenses, provide compliant wage statements and pay all wages due at the
8 time employment ends.. Participating Class Members do not release any other
9 claims, including claims for vested benefits, wrongful termination, violation of the
10 Fair Employment and Housing Act, unemployment insurance, disability, social
11 security, workers' compensation, or claims based on facts occurring outside the
12 Class Period.

13 16. Further if the Court grants final approval, Plaintiff on behalf of himself and as an
14 agent and proxy on behalf of the LWDA, shall conclusively be deemed to have given a release, as
15 set forth in the Agreement, against the released parties. Specifically, the following shall be
16 released:

17 all claims for PAGA penalties that were alleged, or reasonably could have
18 been alleged, based on the PAGA Period facts stated in the Operative
19 Complaint and the PAGA Notice including, any and all claims involving any
20 alleged failure to pay minimum wage, overtime, reimburse for business
21 expenses, provide compliant wage statements and pay all wages due at the
22 time employment ends.

23 17. It is the intent of the Parties that the judgment entered by the Court upon
24 final approval of the Settlement shall have *res judicata*, collateral estoppel, and all other
25 preclusive effect in all pending and future claims, lawsuits or proceedings and be final and
26 binding upon Plaintiffs and all Settlement Class Members, excluding only those who have
27 expressly opted out of the settlement by submitting a valid Request for Exclusion, and all
28 Aggrieved Employees.

IT IS SO ORDERED.

Dated: Rey æ ÅG, 2024



Stuart M. Rice

Stuart M. Rice / Judge

HON. STUART M. RICE

Exhibit 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Orozco v. United Moving Cars. et. al, Los Angeles County Superior Court Case No.
22STCV30467

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against United Moving Cars (“UMC”) for alleged wage and hour violations. The Action was filed by former UMC employee Ernesto Guzman Orozco (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for UMC during the Class Period (October 27, 2020 to [date of preliminary approval]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all [e.g., hourly] employees who worked for UMC during the PAGA Period (August 27, 2021 to [date of preliminary approval]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring UMC to fund Individual Class Payments, and (2) a PAGA Settlement requiring UMC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on CPC’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to UMC’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on UMC’s records showing that **you worked [redacted] workweeks** during the Class Period and **you worked [redacted] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires UMC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against UMC.

If you worked for UMC during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Penalty claims against UMC.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against UMC. and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

UMC will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against UMC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is [45 days after mailing]	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. UMC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [45 days after mailing]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date of	The Court's Final Approval Hearing is scheduled to take place on [date of hearing]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your

hearing]Final Approval Hearing	own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by 45 days after mailing]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to UMC’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1.WHAT IS THE ACTION ABOUT?

Plaintiff is a former UMC employee. The Action accuses UMC of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Ian M. Silvers of Bisnar Chase, LLP (“Class Counsel.”) UMC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether UMC or Plaintiff is correct on the merits.

In the meantime, Plaintiff and UMC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and UMC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, UMC does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) UMC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. UMC will Pay \$750,000 as the Gross Settlement Amount (Gross Settlement). UMC has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, UMC will fund the Gross Settlement by the later of a) December 1, 2024 or b) 30 days after the Effective Date if there are no objections, and 5 days after the Effective Date if there are objections and the Effective Date as a result become once the time to appeal expires. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The funds will be allocated as follows:

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$ 250,000 (before any escalator clause) (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$20,000 to the Administrator for services administering the Settlement.

D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and CPC are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, expenses and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. UMC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather

than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and UMC have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [45 days after mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [45 days after mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against UMC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against UMC based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff's and UMC have agreed that, in either case, the Settlement will be void: UMC will not pay any money and Class Members will not release any claims against UMC.

8. Administrator. The Court has appointed a neutral company ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and UMC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against UMC or related entities for wages based on

the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, any and all claims involving any alleged failure to pay minimum wage, overtime, reimburse for business expenses, provide compliant wage statements and pay all wages due at the time employment ends. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and UMC has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against UMC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against UMC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including, any and all claims involving any alleged failure to pay minimum wage, overtime, reimburse for business expenses, provide compliant wage statements and pay all wages due at the time employment ends.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in UMC's records, are stated in the first page of this Notice. You have until [45 days after mailing] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept UMC's calculation of Workweeks and/or Pay Periods based on UMC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and UMC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Orozco v. United Moving Car, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [45 days after mailing], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and UMC are asking the Court to approve.

At least 16 court days before the [date of hearing] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [ILYM Group website address for Action] or the Court's website [https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CIV].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [45 days after mailing].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Orozco v. United Moving Car and include your name, current address, telephone number, and approximate dates of employment for UMC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on June 26, , 2024 at 10:30 a.m. in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/> Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [ILYM website address for Action] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything UMC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group's website at [ILYM Group website address for Action]. You

can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV30467. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

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Settlement Administrator:

ILYM Group:

P.O. Box 2031

Tustin, CA 92781 Telephone: (888) 250-6810

Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.