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Attorneys for Plaintiff CARLA COLLINS
and the certified Class

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

CARLA COLLINS on behalf of herself, and
all others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION
SERVICES, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No: 20STCV15619

CLASS AND REPRESENTATIVE ACTION

*Assigned to
Honorable Elaine Lu, Dept. 9*

**SUPPLEMENTAL DECLARATION OF
ERIC A. GROVER IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: September 4, 2025
Time: 10:00 a.m.
Dept. 9

Complaint Filed: April 22, 2020
FAC Filed: June 24, 2020
Trial: Not Set

1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a partner in the law firm Keller Grover LLP, counsel for Plaintiff Carla Collins and the
4 certified Class in this action. I have personal knowledge of the facts stated herein and, if called
5 as a witness, I could and would testify competently to the facts set forth below.

6 2. A true and correct copy of the Amended Joint Stipulation of Class and PAGA
7 Action Settlement and Release of Claims (“Amended Settlement”) entered into by Plaintiff and
8 National Insurance Inspection Services, Inc. (“Defendant”), (collectively, the “Parties”) is
9 attached hereto as **Exhibit E**. A true and correct redlined copy of the Amended Joint Stipulation
10 of Class and PAGA Action Settlement and Release of Claims (“Redlined Amended Settlement”) showing the changes made to the original Settlement Agreement by the Parties is attached hereto
11 as **Exhibit F**.

12 3. On July 10, 2025, the Court issued its Motion for Preliminary Approval of Class
13 Action Settlement Checklist Order (“Checklist Order”), a true and correct copy of which is
14 attached hereto as **Exhibit G**. I make this declaration to address the issues raised by the Court in
15 the Checklist Order.

16 4. Class Counsel is submitting a revised proposed order concurrently herewith. For
17 the benefit of the Court, a redlined copy of the [Revised Proposed] Order Granting Motion for
18 Preliminary Approval of Class and PAGA Action Settlement (“Redlined Revised Proposed
19 Order”) showing the changes from the original proposed order is attached hereto as **Exhibit H**.

20 5. Curtis Goldborough is the President of Defendant National Insurance Inspection
21 Services. Attached as **Exhibit I** is a true and correct copy of the Declaration of Curtis
22 Goldsborough Regarding Cy Pres Recipient (“Goldsborough Decl.”).

23 6. Defendant is represented by Jeffry G. McClure and Anne Kelson Hummel of
24 Davenport Gerstner & McClure. Attached as **Exhibit J** is a true and correct copy of the
25 Declaration of Jeffrey G. McClure Regarding Cy Pres Recipient (“McClure Decl.”).

26 **Issues with Class Members who Previously signed Releases:**

27 7. The Court raised concerns regarding the 29 Class Members who previously
28

1 signed release agreements, and whether they should receive an offset for amounts previously
2 received.¹ As described below, the Parties have addressed this concern in the Amended
3 Settlement.

4 8. Individual Settlement Payments are based on the number of Qualified Inspections
5 performed during the Class Period.² The Parties have amended the settlement agreement to
6 revise the definition of Class Members to provide that “If a Class Member signed a release that
7 covers part of the Class Period, only those inspections performed during the period not covered
8 by the release will count as Qualified Inspections.”³ Under the revised Class Member definition,
9 the 29 inspectors who signed release agreements will only receive settlement payments based on
10 inspections performed during the time period not covered by their release. Thus, no offset is
11 necessary as these Class Members will only be compensated for inspections performed that are
12 not covered by a release. There is no conflict of interest between Class Members who previously
13 signed a release and those who did not as the settlement agreement is not providing any
14 additional compensation for inspections performed during a period covered by a release.

15 9. The Amended Settlement also addresses this issue in the definitions of “Class
16 Members” and “Payment Ratio – Class Member.” The definition of Class Members now
17 specifically excludes individuals who signed a release that covers the entire Class Period.⁴ This
18 change is also incorporated into the Class Notice as well as the Revised Proposed Order.⁵ The
19 definition of “Payment Ratio – Class Member similarly excludes individuals who signed a
20 release that covers the entire Class Period.”⁶ Thus, an individual who previously released their
21 claims for the entire Class Period will not qualify as a Class Member.

22 _____
23 ¹ Ex. G (Checklist Order) at pp. 3-4 (“Miscellaneous”).

24 ² Ex. E (Amended Stipulation) at I.II, *see also* Exhibit F (Redlined Amended Stipulation) at same.

25 ³ *Id* at I.H. This change is mirrored in the Class Notice. Ex. E (Amended Stipulation) at Ex. 1
26 (Class Notice) at p. 4, *see* Ex. F (Redlined Amended Stipulation) at same.

27 ⁴ Ex. E (Amended Stipulation) at I.H, *see also* Exhibit F (Redlined Amended Stipulation) at same.

28 ⁵ Ex. E (Amended Stipulation) at Exhibit 1 (Class Notice), p. 3, *see also* Exhibit F (Redlined
Amended Stipulation) at same. *See also* Ex. G (Redlined Revised Proposed Order) at ¶ 2.

⁶ Ex. E (Amended Stipulation) at I.EE, *see also* Exhibit F (Redlined Amended Stipulation) at
same.

Credited Pick Up Stix Payment Removed in Amended Settlement.

10. The Court raised concerns about Plaintiff's Counsel receiving attorneys' fees from the credited Pick Up Stix Payment made to Class Members who previously signed release agreements.⁷ The Parties have resolved this by removing the credit for the Pick Up Stix Payment entirely. The definition of "Maximum Settlement Amount" has been changed to remove all references to the credit of \$14,500 previously paid for the Pick Up Stix Payment, which changes the Maximum Settlement Amount from \$950,000 to \$935,500.⁸ Thus, the Amended Settlement reduces Class Counsel's proposed award of attorneys' fees from \$316,667 to \$311,833, which is one-third (33.33%) of the new \$935,500 Maximum Settlement Amount.⁹ This change is also reflected in the Net Settlement Amount, which results in an increase from \$498,833 to \$503,667.¹⁰ All of these changes are also reflected in the Class Notice attached as Exhibit 1 to the Amended Settlement.

Plaintiff's Proposed Enhancement Payment:

11. The Court expressed concern with Plaintiff's proposed enhancement payment.¹¹ As the Court noted that this issue will be addressed at the time of final approval, Class Counsel will address it then.

Release of Claims:

12. The Court noted that section I.LL is overly broad and should not include the word "penalties."¹² The Parties have deleted the word "penalties" in the section I.LL, which is mirrored in the class notice.¹³

⁷ Ex. G (Checklist Order) at pp. 3-4 ("Miscellaneous").

⁸ Ex. E (Amended Stipulation) at I.V, *see also* Exhibit F (Redlined Amended Stipulation) at same.

⁹ Ex. E (Amended Stipulation) at III.(M)(4)(a)(Class Counsel Award), *see also* Exhibit F (Redlined Amended Stipulation) at same.

¹⁰ Ex. E (Amended Stipulation) at I.W, *see also* Exhibit F (Redlined Amended Stipulation) at same.

¹¹ Ex. G (Checklist Order) at p. 5.

¹² *Id.*

¹³ Ex. E (Amended Stipulation) at I.LL and Ex. 1 (Class Notice) at p. 6, *see also* Exhibit F (Redlined Amended Stipulation) at same.

Release Effective Date:

13. The Court ordered the Parties to add language to ensure that releases only occur when Defendant fully funds the settlement.¹⁴ The Parties have made this change throughout the Amended Settlement.¹⁵

Tax Treatment:

14. The Court inquired whether wages are involved that require the payment of payroll taxes, and if so who pays such payroll taxes.¹⁶ The Amended Settlement clarifies that the settlement amounts paid to Settlement Class Members are not for wages, but are for the reimbursement of expenses, interest, and penalties.¹⁷ Therefore, the settlement payments are not subject to payroll taxes and no payroll taxes will be deducted.

Notice of Final Judgment will be Posted on Internet:

15. The Court inquired how the notice of final judgment will be given to Class Members, including whether it will be posted on the internet.¹⁸ The Amended Settlement provides that the Final Approval Order and Judgment and any amended judgment will be posted on the Settlement Administrator's website for one year after such judgment is entered.¹⁹

Counsel and Parties Have no Interest in Cy Pres Recipient:

16. The Court inquired whether any counsel or party has an interest in the governance or work of the cy pres recipient, St. Jude's Children's Research Hospital. I do not personally have any interest in the governance or work of St. Jude's Children's Research Hospital. Class Counsel Robert Spencer and Plaintiff Carla Collins have submitted declarations concurrently

¹⁴ Ex. G (Checklist Order) at p. 6.

¹⁵ Ex. E (Amended Stipulation) at I.LL(definition of "Released Claims"), III(B) (Limited Release by all settlement Class Members), III(C)(General Release by Plaintiff Only), III(D)(PAGA Release), *see also* Exhibit F (Redlined Amended Stipulation) at same.

¹⁶ Ex. G (Checklist Order) at p. 6.

¹⁷ Ex. E (Amended Stipulation) at III(M)(2)(c)(Tax Allocation), *see also* Exhibit F (Redlined Amended Stipulation) at same.

¹⁸ Ex. G (Checklist Order) at p. 8.

¹⁹ Ex. E (Amended Stipulation) at I.Q (definition of "Final Approval Order and Judgment"), III.K (Settlement Administrator), *see also* Exhibit F (Redlined Amended Stipulation) at same.

herewith confirming that they also do not have any interest in the governance or work of St. Jude's Children's Research Hospital.²⁰ Defendant and its counsel have also executed declarations affirming that Defendant and its counsel have no interest in the governance or work of St. Jude's Children's Research Hospital, which are attached to this declaration as Exhibit I and J.²¹

Miscellaneous Issue with Notice Corrected

17. The Court raised an issue with the Class Notice containing a typographical error.²² The Class Notice previously stated "If you only worked for NIIS in California on or after **April 1, 2024**, you are not a Class Member entitled to an Individual Settlement payment..."²³ The April 1, 2024 date is an error as the Class Period ends on May 30, 2024.²⁴ The Parties have corrected this error and replaced April 1, 2024 with the correct date, June 1, 2024.²⁵

Amended Settlement submitted to LWDA:

18. Class Counsel Robert Spencer is concurrently submitting a declaration confirming that he has uploaded both Amended Settlement and the original Stipulation to the LWDA.²⁶

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²⁰ Supplemental Spencer Declaration of Robert W. Spencer in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement ("Supp. Spencer Decl.") at ¶ 2, Declaration of Carla Collins in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement at ¶ 2.

²¹ Ex. I (Goldsborough Decl.) at ¶¶ 2-4, Ex. J (McClure Decl.) at ¶¶ 1-3.

²² Ex. G (Checklist Order) at p. 8.

²³ Ex. F (Redlined Amended Settlement Agreement) at Ex. 1 (Class Notice) p. 2 (emphasis added).

²⁴ See, e.g., Ex. E (Amended Stipulation) at I.I (definition of "Class Period").

²⁵ Exhibit E (Amended Stipulation) at Ex. 1 (Class Notice) at p. 2, see also Ex. F (Redlined Amended Stipulation) at same.

²⁶ Supp. Spencer Decl. at ¶¶ 3-4, Spencer Decl. Exs. K and L. See also Declaration of Robert W. Spencer in Support of Preliminary Approval of Class and PAGA Settlement, filed April 18, 2025, at ¶ 2 (stating that Robert Spencer personally uploaded the original settlement agreement to the LWDA concurrently with the motion for preliminary approval).

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct, and that this Declaration was executed on this 7th day of August,
3 2025, at San Francisco, California.

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EXHIBIT E

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Attorneys for Defendant
National Insurance Inspection Services, Inc.

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

CARLA COLLINS on behalf of herself, and all
others similarly situated,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION
SERVICES, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV15619

CLASS ACTION

**AMENDED JOINT STIPULATION OF
CLASS AND PAGA ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

1 IT IS HEREBY STIPULATED, by and between Plaintiff Carla Collins (“Plaintiff”),
2 individually and on behalf of the Settlement Class, and Defendant National Insurance Inspection
3 Services, Inc. (“Defendant”), and subject to approval by the Court, that the Action is hereby
4 compromised and settled under the terms and conditions set forth in this Joint Stipulation of
5 Class and PAGA Action Settlement and Release of Claims (the “Stipulation”) and that the Court
6 shall make and enter judgment subject to the definitions, recitals and terms set forth in this
7 Stipulation.

8 **I. DEFINITIONS**

- 9 A. “Action” shall mean the civil action entitled *Carla Collins v. National Insurance*
10 *Inspection Services, Inc.*, Los Angeles County Superior Court Case No. 24STCV15619,
11 filed on April 22, 2020.
- 12 B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint Stipulation of
13 Class and PAGA Action Settlement and Release of Claims.
- 14 C. “Aggrieved Individuals” means all current and former real property inspectors who
15 contracted with Defendant in California at any time or times during the PAGA Period.
16 All Aggrieved Individuals are also Class Members.
- 17 D. “Aggrieved Individual Data” means information regarding Aggrieved Individuals that
18 Defendant will compile from its available existing records and provide to the Settlement
19 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include
20 all the following information: (i) each Aggrieved Individual’s full name; (ii) each
21 Aggrieved Individual’s last-known address; (iii) each Aggrieved Individual’s Social
22 Security Number; and (iv) the total number of payments made to each Aggrieved
23 Individual during the PAGA Period.
- 24 E. “Class Counsel” means the attorneys of record for the Class Representative and Class
25 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965
26 Market Street, San Francisco, California 94103.
- 27
28

- 1 F. "Class Counsel Award" means an award of attorneys' fees, expenses, and litigation costs
2 granted to Class Counsel and paid from the Maximum Settlement Amount in recognition
3 of their efforts and risks in prosecuting the Action.
- 4 G. "Class Data" means information regarding Class Members that Defendant will compile
5 from its available and existing records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include all the following
7 information: (i) each Class Member's full name; (ii) each Class Member's last-known
8 address; (iii) each Class Member's Social Security Number; and (iv) the total number of
9 inspections performed by each Class Member during the Class Period.
- 10 H. "Class Members" means all individuals classified as independent contractors by
11 Defendant who performed inspections in California as real property inspectors at any
12 time between April 22, 2016 and May 30, 2024, inclusive who have not signed release
13 agreements that cover the entire Class Period or opt-ed out of the Action. An individual
14 Class Member also may be an Aggrieved Individual if he or she falls within the
15 "Aggrieved Individual" definition.
- 16 I. "Class Period" shall mean the time period from and including April 22, 2016 through
17 May 30, 2024.
- 18 J. "Class Representative Incentive Award/General Release Payment" means the amount
19 that the Court authorizes to be paid to the Plaintiff from the Maximum Settlement
20 Amount, in addition to the Plaintiff's Individual Settlement Payment and Individual
21 PAGA Payment, in recognition of her effort and risk in assisting with the prosecution of
22 the Action.
- 23 K. "Class Representative" means the Plaintiff Carla Collins.
- 24 L. "Complaint" means the operative Class and Representative Action Complaint filed in Los
25 Angeles County Superior Court on April 22, 2020.
- 26 M. "Court" means the Los Angeles County Superior Court.
- 27 N. "Defendant" means National Insurance Inspection Services, Inc.
- 28

- 1 O. "Defense Counsel" means Jeffrey G. McClure and Anne Kelson Hummel of Davenport
2 Gerstner & McClure, APC, 2540 Camino Diablo, Suite 200, Walnut Creek, California
3 94597.
- 4 P. "Effective Date" shall be the date of the later of the following: (a) if there are no
5 objections submitted, at the time of entry by the Court of a final approval order and
6 judgment finally certifying the Settlement Class and approving the settlement, or (b) if
7 there are objections to the settlement, 65 calendar days after the Court enters a final
8 approval order and judgment approving the settlement, or (c) if any appeal, writ, or other
9 appellate proceeding opposing the Court's final approval order approving the settlement
10 has been filed, five business days after any appeal, writ, or other appellate proceedings
11 opposing the settlement have been finally and conclusively dismissed with no right to
12 pursue further judicial remedies or relief.
- 13 Q. "Final Approval Order and Judgment" means the Court's order granting final approval of
14 the Settlement. The Final Approval Order and Judgment will be posted on the Settlement
15 Administrator's website.
- 16 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Individual
17 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
18 Payment and an Individual PAGA Payment will receive one check incorporating both
19 amounts.
- 20 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
21 Amount to each Settlement Class Member. An individual who is entitled to both an
22 Individual Settlement Payment and an Individual PAGA Payment will receive one check
23 incorporating both amounts.
- 24 T. "LWDA" means the California Labor & Workforce Development Agency.
- 25 U. "LWDA Payment" means the 75% of the \$25,000 PAGA Payment (i.e., \$18,750) that
26 will be paid to the LWDA pursuant to PAGA.
- 27 V. "Maximum Settlement Amount" means \$935,500, which includes all payments to
28 Settlement Class members, payment of the Class Counsel Award, payment of the Class

Representative Incentive Award/General Release Payment, the PAGA Payment, and payment to the Settlement Administrator for settlement administration expenses. This is an all-in and non-reversionary Settlement.

W. “Net Settlement Amount” means the amount that remains after deducting the Class Representative Incentive Award/General Release Payment (estimated to be \$10,000), the Class Counsel Award (estimated to be \$311,833 in fees and no more than \$75,000 in costs), the PAGA Payment (\$25,000), and the Settlement Administration Costs (capped at no more than \$10,000) from the Maximum Settlement Amount, resulting in a Net Settlement Amount of an estimated \$503,667.

X. “Notice of Class and PAGA Action Settlement” means the notice substantially similar to the notice attached to this Stipulation as **Exhibit 1**.

Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

Z. “PAGA Payment” means the \$25,000 portion of the Maximum Settlement Amount that is allocated to the settlement of claims for civil penalties under PAGA, 25% (\$6,250) of which will be paid to the Aggrieved Individuals and 75% (\$18,750) of which will be paid to the LWDA.

AA. “PAGA Period” means the period from and including April 16, 2019 through January 22, 2025, inclusive.

BB. “PAGA Released Claims” means any and all claims for civil penalties under PAGA based on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA.

CC. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

DD. “Payment Ratio – Aggrieved Individual” means the respective number of Qualified Pay Periods for each Aggrieved Individual divided by the total number of Qualified Pay Periods for all Aggrieved Individuals.

1 EE. "Payment Ratio – Class Member" means the respective number of Qualified Inspections
2 performed worked by each individual Settlement Class Member (1) who did not sign a
3 release that covers the entire Class Period and (2) who does not opt-out of the class action
4 portion of the Settlement divided by the total number of Qualified Inspections worked by
5 all Settlement Class Members who do not opt-out of the class action portion of the
6 Settlement.

7 FF. "Plaintiff" shall mean the named Plaintiff Carla Collins.

8 GG. "Preliminary Approval Date" means the date on which the Court enters an order granting
9 preliminary approval of the Settlement.

10 HH. "Preliminary Approval Order" means an order granting preliminary approval of the
11 Settlement.

12 II. "Qualified Inspections" means each inspection performed by Class Members for
13 Defendant in California during the Class Period (as reflected in Defendant's records of
14 each Class Member's dates of inspections and pay records). If a Class Member signed a
15 release that covers part of the Class Period, only those inspections performed during the
16 period not covered by the release will count as Qualified Inspections.

17 JJ. "Qualified Pay Periods" means the number of times (as reflected in Defendant's records)
18 that each Aggrieved Individual received a check for inspection work performed for
19 Defendant in California during the PAGA Period.

20 KK. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will be
21 set up by the Settlement Administrator and into which the Maximum Settlement Amount
22 shall be deposited and from which disbursements shall be made.

23 LL. "Released Claims" means and includes any and all causes of action, claims, rights,
24 statutory damages, liabilities, expenses, and losses against the Released Parties arising
25 between April 22, 2016 and May 30, 2024, inclusive, under state, federal, or local law,
26 whether statutory or otherwise, arising out of the claims expressly pleaded in the
27 Complaint (i.e., Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7, 510,
28 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business &

1 Professions Code §§ 17200, *et seq.* based on alleged violations of these Labor Code
2 provisions) and all other potential claims reasonably related to or arising out of the same
3 set of facts pleaded in the Complaint, such as those under the California Labor Code,
4 Wage Orders, regulations, and/or other provisions of law. The time period of the
5 Released Claims shall be for the entirety of the Class Period. This provision is not
6 effective until the Defendant fully funds the Maximum Settlement Amount.

7 MM. “Released Parties” shall mean Defendant National Insurance Inspection Services, Inc.
8 and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated
9 companies, clients, and its or their shareholders, officers, directors, employees, agents,
10 principals, representatives, attorneys, accountants, partners, investors, administrators,
11 insurers, predecessors, successors and assigns, and any individual or entity that could be
12 liable for any of the Released Claims.

13 NN. “Response Deadline” means the date 45 calendar days after the Settlement Administrator
14 first mails the Notice of Class and PAGA Action Settlement to Class Members and is the
15 last date on which Class Members may submit Requests for Exclusion or a Notice of
16 Objection to the Settlement. Class Members may only submit Requests for Exclusion
17 with respect to the class action component of this settlement. Aggrieved Individuals shall
18 have no right to opt out of the PAGA portion of the Settlement. .

19 OO. “Settlement” means the disposition of the Action pursuant to this Agreement.

20 PP. “Settlement Administrator” means Phoenix Settlement Administrators.

21 QQ. “Settlement Class Members” means all Class Members who do not submit a valid
22 Request for Exclusion. All Settlement Class Members will automatically receive an
23 Individual Settlement Payment without the need to submit a claim form. Settlement
24 Class Members will release all of the Released Claims and be bound by all terms of the
25 Settlement and any final judgment entered in this Action.

26 **II. RECITALS**

27 A. Class Certification. The Parties stipulate and agree to certification for purposes of this
28 Settlement only. This Agreement is subject to approval by the Court and is made for the

1 sole purpose of consummating settlement of the Action. Should the Settlement not
2 become final and effective as provided herein, class certification shall immediately be set
3 aside and the Settlement Class immediately decertified, subject to further proceedings on
4 the motion of any party to certify or deny certification thereafter. The Parties' willingness
5 to stipulate to class certification as part of the Settlement shall have no bearing on, and
6 shall not be admissible in or considered in connection with, the issue of whether a class
7 should be certified in a non-settlement context in this Action and shall have no bearing on,
8 and shall not be admissible or considered in connection with, the issue of whether a class
9 should be certified in any other lawsuit.

10 B. Settlement Negotiations. The Parties participated in a private mediation session with
11 respected mediator Brandon McKelvey, Esq. and engaged in good faith, arms-length
12 settlement negotiations. As part of the process, the Parties exchanged the information
13 necessary to engage in productive settlement negotiations. The negotiations resulted in
14 the Settlement described in this Stipulation to resolve this Action in its entirety.

15 C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
16 recognize the expense and length of continued proceedings that would be necessary to
17 litigate their disputes through trial and through any possible appeals. Plaintiff also has
18 taken into account the uncertainty and risks regarding the outcome of further litigation and
19 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
20 are aware of the burdens of proof necessary to establish liability for the claims asserted in
21 the Action, both generally and in response to Defendant's defenses thereto, and the
22 difficulties in establishing damages and civil penalties for the Class Members and
23 Aggrieved Individuals. Based on these factors, Plaintiff and Class Counsel have
24 determined that the terms set forth in this Agreement represent a fair, adequate, and
25 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
26 the Aggrieved Individuals.

27 D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
28 this litigation would be protracted and expensive for all Parties. Substantial amounts of

1 Defendant's time and resources have been and, unless this Settlement is made, will
2 continue to be devoted to the defense of the claims asserted by Plaintiff. In reaching its
3 decision to enter into this Settlement, Defendant also has taken into account the risks of
4 further litigation. Defendant denies each of the allegations and claims asserted against it
5 in the Action. Despite continuing to contend that it is not liable for any of the claims that
6 Plaintiff has asserted, Defendant nonetheless has agreed to settle in the manner and upon
7 the terms set forth in this Agreement to put to rest the claims asserted in the Action.

8 E. Class Members' Claims. The Class Representative contends that the allegations have
9 merit and give rise to liability on Defendant's part. This Agreement is a compromise of
10 disputed claims. The monies being paid as part of the Settlement are genuinely disputed
11 and the Parties agree that the provisions of California Labor Code § 206.5 are not
12 applicable to this Settlement. Because there is a good faith dispute as to whether any
13 wages are due, the release of claims does not violate California Labor Code § 206.5,
14 which provides in pertinent part as follows:

15 An employer shall not require the execution of any release of any claim
16 or right on account of wages due or to become due, or made as an
17 advance on wages to be earned, unless payment of such wages has been
made.

18 Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to
19 in this Agreement, and no action taken to carry out this Agreement may be construed or
20 used as an admission by or against the Class Members or Class Counsel regarding the
21 merits or lack of merit of the claims asserted.

22 F. Aggrieved Individuals' Claims. Plaintiff contends that the PAGA allegations have merit
23 and give rise to liability on the part of Defendant. This Agreement is a compromise of
24 disputed claims. The monies being paid as part of the settlement are genuinely disputed
25 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
26 settlement. Nothing contained in this Agreement, no documents referred to in this
27 Agreement and no action taken to carry out this Agreement may be construed or used as
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1 an admission by or against the Aggrieved Individuals or Class Counsel as to the merits or
2 lack of merit of the claims asserted.

3 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
4 Released Claims have no merit and do not give rise to liability. This Agreement is a
5 compromise of disputed claims. The monies being paid as part of the Settlement are
6 genuinely disputed and the Parties agree that the provisions of California Labor Code §
7 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to
8 whether any wages are due, the release of claims does not violate California Labor Code §
9 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement,
10 and no action taken to carry out this Agreement may be construed or used as an admission
11 by or against Defendant as to the merits or lack of merit of the claims asserted.

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary
14 sums specified in this Agreement, i.e., the Maximum Settlement Amount. In no event
15 shall Defendant be required to pay more than the Maximum Settlement Amount.

16 B. Limited Release by All Settlement Class Members. As of the date Defendant provides
17 the Settlement Administrator the Maximum Settlement Amount as required by section
18 III.M of this Agreement, and in exchange for the consideration set forth in this
19 Agreement, Plaintiff and the Settlement Class Members will fully release and discharge
20 the Released Parties from the Released Claims for the Class Period. Plaintiff and the
21 Settlement Class Members may hereafter discover facts or legal arguments in addition to
22 or different from those they now know or currently believe to be true with respect to the
23 claims, causes of action and legal theories of recovery in this Action which are the
24 subject matter of the Released Claims. Nonetheless, the discovery of new facts or legal
25 arguments shall in no way limit the scope or definition of the Released Claims, and by
26 virtue of this Agreement, Plaintiff and Settlement Class Members shall be deemed to
27 have, and, by operation of the final judgment approved by the Court shall have, fully,
28

1 finally, and forever settled and released all of the Released Claims as defined in this
2 Agreement.

3 C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange
4 for the consideration set forth in this agreement, Plaintiff makes the additional following
5 general release of all claims, known or unknown: Plaintiff releases Defendant and the
6 Released Parties, from all claims, demands, rights, liabilities and causes of action of
7 every nature and description whatsoever, known or unknown, asserted or that might have
8 been asserted, whether in tort, contract, or for violation of any state or federal statute,
9 rule, regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's
10 contract with Defendant through the end of the Release Period as well as any and all acts
11 or omissions by or on the part of Defendant through the end of the Release Period. (The
12 release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's
13 General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates
14 and agrees that, upon the date Defendant provides the Settlement Administrator the
15 Maximum Settlement Amount as required by section III.M of this Agreement, Plaintiff
16 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted
17 by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
18 or any other similar provision under federal or state law, which provides:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
20 **THAT THE CREDITOR OR RELEASING PARTY DOES**
21 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
22 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
23 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
24 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
25 **WITH THE DEBTOR OR RELEASED PARTY.**

26 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this
27 Settlement are found hereafter to be other than or different from the facts now believed to
28 be true, the release of claims contained in the Plaintiff's General Release shall be
effective as to all unknown claims.

1 However, specifically excluded from this general release of claims by Plaintiff are any
2 claims for or relating to workers' compensation, unemployment insurance, or any other
3 claims that cannot be waived by law.

4 D. PAGA Release: As of the date Defendant provides the Settlement Administrator the
5 Maximum Settlement Amount as required by section III.M of this Agreement,
6 Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a
7 State of California Executive Branch Agency, in this Action, agrees to release the
8 Released Parties of and from any and all claims for civil penalties, attorneys' fees, and
9 litigation costs under the California Labor Code Private Attorneys General Act of 2004,
10 Labor Code §§ 2698, *et seq.*, as alleged in the PAGA notices Plaintiff sent to the LWDA
11 for the PAGA Period, i.e., the "PAGA Released Claims." To avoid and prevent doubt,
12 the Parties agree that the judgment to be entered by the Court following approval of this
13 settlement forever bars Plaintiff and the LWDA, directly or through any other proxy or
14 agent, from any future prosecution of any of the PAGA Released Claims against any of
15 the Released Parties.

16 E. Conditions Precedent: This Settlement will become final and effective only upon the
17 occurrence of all the following events:

- 18 1. The Court enters a Preliminary Approval Order granting preliminary approval to
19 the Settlement;
- 20 2. The Court enters a Final Approval Order and Judgment;
- 21 3. The final Effective Date occurs; and
- 22 4. Defendant does not invoke its right to revoke the Settlement as described in
23 Paragraph III.S herein.

24 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
25 final approval of this Agreement with prejudice, the Settlement fails to become effective,
26 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
27 prohibits Defendant from obtaining a complete resolution of the claims as described
28 herein:

1. This Agreement shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

G. Certification of the Settlement Class. The Parties reaffirm class certification of the Settlement Class for the Class Period as follows:

1. Plaintiff Carla Collins shall be reaffirmed as the appointed Class Representative.
2. Eric A. Grover and Robert W. Spencer of Keller Grover LLP shall be reaffirmed as the appointed Class Counsel.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for by this Stipulation, and Plaintiff, Settlement Class Members, Aggrieved Individuals and Defendant are not relying on any statement or representation by the Parties in this regard. Plaintiff and Settlement Class Members understand and agree that they will be responsible for the payment of their respective portions of any taxes and penalties assessed on the Class Representative Incentive Award/General Release Payment, Individual Settlement Payments, and Individual PAGA Payments described in this Stipulation and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of all such payments.

I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class Members, acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United

1 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
2 acknowledging party: (a) has relied exclusively upon his, her or its own, independent
3 legal and tax counsel for advice (including, as to tax counsel, tax advice) in connection
4 with this Agreement, (b) has not entered into this Agreement based upon the
5 recommendation of any other Party or any attorney or advisor to any other Party, and (c)
6 is not entitled to rely upon any communication or disclosure by any attorney or adviser to
7 any other party to avoid any tax penalty that may be imposed on the acknowledging
8 party; and (3) no attorney or adviser to any other Party has imposed any limitation that
9 protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
10 whether such limitation is legally binding) upon disclosure by the acknowledging party of
11 the tax treatment or tax structure of any transaction, including any transaction
12 contemplated by this Agreement.

13 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
14 Court a Motion for Preliminary Approval and supporting papers, which shall include this
15 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
16 least five calendar days before filing the documents.

17 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
18 Settlement Administrator is bound to all of the terms, conditions, and obligations
19 described in this Settlement Agreement. Among these obligations, the Settlement
20 Administrator shall have sole and exclusive responsibility for calculating Individual
21 Settlement Payments and Individual PAGA Payments; processing and transmitting
22 payments to the Class Representative, Class Counsel, the LWDA, Settlement Class
23 Members, and Aggrieved Individuals; printing the Notice of Class and PAGA Action
24 Settlement and mailing it to the Class Members and Aggrieved Individuals as directed by
25 the Court; receiving, processing, and reporting Requests for Exclusion and Notices of
26 Objection; sending a postcard reminder to Settlement Class Members and Aggrieved
27 Individuals 30 days before the check void date; distributing tax forms; providing
28 declaration(s) as necessary in support of preliminary and/or final approval of this

1 Agreement; posting a copy of the Final Approval Order and Judgment and any amended
2 judgment on the Settlement Administrators website for a period of one year after such
3 judgment is entered; and such other tasks as the Parties mutually agree or the Court
4 orders the Settlement Administrator to perform. The Settlement Administrator shall keep
5 the Parties timely apprised of the performance of all of the Settlement Administrator's
6 responsibilities. Defendant and Defense Counsel shall have no responsibility for
7 validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff,
8 Class Counsel, Defendant, and Defense Counsel shall not bear any responsibility for
9 errors or omissions in the calculation or distribution of Individual Settlement Payments,
10 Individual PAGA Payments or any other distribution of monies contemplated by this
11 Agreement.

12 L. Notice Procedure.

13 1. Class Data and Aggrieved Individual Data. No later than 21 calendar days after the
14 Preliminary Approval Date and only after Defendant receives sufficient and
15 reasonable assurance that the Settlement Administrator will maintain the
16 confidentiality of the Class Data and the Aggrieved Individual Data, Defendant
17 shall provide the Settlement Administrator with the Class Data and Aggrieved
18 Individual Data for purposes of preparing and mailing the Notice of Class and
19 PAGA Action Settlement to Class Members and Aggrieved Individuals, as well as
20 undertaking its other obligations. The Settlement Administrator shall be obligated
21 to keep the Class Data and Aggrieved Individual Data confidential and shall take
22 reasonable and necessary precautions to maintain the confidentiality of the data.
23 The Settlement Administrator shall not distribute or use the Class Data, Aggrieved
24 Individual Data or any information contained therein for any purpose other than to
25 administer this settlement.

26 2. Notice of Class and PAGA Action Settlement.

27 a) The Notice of Class and PAGA Action Settlement shall be in a form
28 substantially similar to the form attached to this Stipulation as **Exhibit 1**. The

1 Notice of Class and PAGA Action Settlement shall instruct Class Members
2 and Aggrieved Individuals to keep the Settlement Administrator apprised of
3 their current mailing addresses, to which the Settlement Payments will be
4 mailed following the Effective Date. The Notice of Class and PAGA Action
5 Settlement shall set forth the release to be given by Settlement Class Members
6 in exchange for an Individual Settlement Payment.

7 b) The Notice of Class and PAGA Action Settlement shall be individualized by
8 inclusion of each Class Member's number of Qualified Inspections and
9 Qualified Pay Periods and the Settlement Administrator's calculation of each
10 Class Member's estimated gross Individual Settlement Payment (if that Class
11 Member does not request exclusion from the Settlement) and each Aggrieved
12 Individual's estimated Individual PAGA Payment.

13 3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved
14 Individual Data, the Settlement Administrator will perform a search based on the
15 National Change of Address Database to update and correct any known or
16 identifiable address changes. No later than 14 calendar days after receiving the
17 Class and Aggrieved Individual Data from Defendant as provided in this
18 Stipulation, the Settlement Administrator shall mail copies of the Notice of Class
19 and PAGA Action Settlement to all Class Members and Aggrieved Individuals via
20 regular First Class U.S. Mail. The Settlement Administrator shall exercise its best
21 judgment to determine the current mailing address for each Class Member and
22 Aggrieved Individual. The address identified by the Settlement Administrator as
23 the current mailing address shall be presumed to be the best mailing address for
24 each Class Member and Aggrieved Individual.

25 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
26 returned to the Settlement Administrator as not having been delivered on or before
27 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
28 no forwarding address is provided, the Settlement Administrator promptly shall

1 attempt to determine a correct address by lawful use of skip-tracing and by other
2 searches using the name, address and Social Security number of the Class Member
3 or Aggrieved Individual involved and, if another mailing address is identified by the
4 Settlement Administrator, then shall perform a re-mailing to that Class Member or
5 Aggrieved Individual. In addition, if any Notices of Class and PAGA Action
6 Settlement that are addressed to Class Members or Aggrieved Individuals who are
7 contracted with Defendant at the time of mailing are returned to the Settlement
8 Administrator as non-delivered and no forwarding address is provided, the
9 Settlement Administrator shall so notify Defendant. Defendant then will request
10 that the currently-employed Class Member or Aggrieved Individual provide a
11 corrected address and will transmit to the Administrator any corrected address
12 provided by the Class Member or Aggrieved Individual.

13 5. Disputes Regarding Qualified Inspections. A Class Member who disagrees with the
14 number of Qualified Inspections stated on that Class Member's Notice of Class and
15 PAGA Action Settlement will have the opportunity to provide documentation
16 and/or an explanation to show a different number of inspections having been
17 performed during the Class Period. If there is a dispute, the Settlement
18 Administrator will consult with the Parties to determine whether an adjustment is
19 warranted. The Settlement Administrator shall determine the eligibility for, and the
20 amounts of, any Individual Settlement Payments under the terms of this Agreement.
21 The Settlement Administrator's determination of the eligibility for and the amount
22 of any Individual Settlement Payment shall be binding upon the Settlement Class
23 Member and the Parties.

24 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
25 Settlement Administrator concerning the administration of the Settlement will be
26 resolved by the Court under the laws of the State of California. Before any such
27 involvement of the Court, counsel for the Parties will confer in good faith to resolve
28 the disputes without the need to involve the Court.

1 7. Requests for Exclusion.

- 2 a) The Notice of Class and PAGA Action Settlement shall state that Class
3 Members who wish to exclude themselves from the class action Settlement
4 must submit a written Request for Exclusion by the Response Deadline to the
5 address provided in the Notice of Class and PAGA Action Settlement. The
6 written Request for Exclusion must state that the Class Member wishes to
7 exclude himself or herself from the class action Settlement and: (1) must
8 contain the name, address, and the last four digits of the Social Security
9 Number of the person requesting exclusion; (2) must be signed by the Class
10 Member; (3) must be postmarked by the Response Deadline and returned to
11 the Settlement Administrator at the specified address; and (4) must contain a
12 typewritten or handwritten notice stating, in substance, as follows: “I wish to
13 opt out of the Settlement of the class action lawsuit entitled *Collins v. NIIS*.”
- 14 b) The Request for Exclusion will not be valid unless it both: (1) is timely
15 submitted; and (2) complies with the requirements set forth above in
16 Paragraph III.L.7(a). The date of the postmark on the return mailing envelope
17 for the Request for Exclusion shall be the exclusive means used to determine
18 whether the Request for Exclusion was timely submitted. If the Settlement is
19 approved by the Court, Class Members who have failed to submit a valid and
20 timely written Request for Exclusion on or before the Response Deadline shall
21 be Settlement Class Members who are bound by all terms of the Settlement
22 and any final judgment entered in this Action.
- 23 c) Any Class Member who requests to be excluded from the class action
24 Settlement will not be entitled to an Individual Settlement Payment and will
25 neither be bound by the terms of the class action Settlement nor have any right
26 to object to, appeal from or comment on the class action Settlement. Nothing
27 in this Settlement Agreement will constitute or be construed as a waiver of
28

any defense that Defendant or the Released Parties have or could assert against anyone who timely serves a Request for Exclusion.

d) Aggrieved Individuals cannot request to be excluded from the settlement of the PAGA Released Claims. Class Members who are also Aggrieved Individuals cannot request to be excluded from the settlement of the PAGA Released Claims.

e) No later than five calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion.

f) At no time shall any of the Parties or their counsel solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

8. Objections.

a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to object to the Settlement must mail to the Settlement Administrator, at the address provided in the Notice of Class and PAGA Action Settlement, a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed to be the exclusive means for determining whether a Notice of Objection was timely submitted.

b) Class Members who submit a timely Notice of Objection will have a right to appear at the final approval hearing to have their objections heard by the Court. The Notice of Objection must be signed by the Class Member and state: (1) the case name and number; (2) the name of the Class Member; (3) the address of the Class Member; (4) the last four digits of the Class Member’s Social Security Number; (5) the basis for the objection and any supporting documents; and (6) whether or not the Class Member intends to appear at the final approval hearing. Class Members who fail to make

1 objections in the manner specified above may be deemed to have waived any
2 objections and to be foreclosed from making any objections to the Settlement,
3 whether by appeal or otherwise. The failure to submit a written objection
4 does not waive a Settlement Class Member's right to appear and orally object
5 at the final approval hearing.

6 c) At no time shall any of the Parties or their counsel seek to solicit or otherwise
7 encourage Class Members to file or serve written objections to the Settlement
8 or to appeal from the Final Approval Order and Judgment.

9 d) Class Members who submit a written Request for Exclusion are not entitled to
10 object to the Settlement. If a Class Member submits both a Request for
11 Exclusion and a Notice of Objection, the Request for Exclusion will be valid
12 and the Notice of Objection will be invalid.

13 e) The Settlement Administrator shall send all Notices of Objection it receives to
14 Class Counsel and Defense Counsel promptly. Class Counsel will be
15 responsible for filing any such objections with the Court before the final
16 approval hearing. Plaintiff and/or Defendant may file oppositions to any
17 Notices of Objection no later than 10 calendar days before the date of the final
18 approval hearing.

19 f) Aggrieved Individuals cannot object to the settlement of the PAGA Released
20 Claims. Class Members who are also Aggrieved Individuals cannot object to
21 the settlement of the PAGA Released Claims. Any such objections by
22 Aggrieved Individuals or by Class Members who are Aggrieved Individuals
23 shall be deemed invalid.

24 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
25 Plaintiff, Class Counsel or Class Members arising from or related to any
26 objection to the Settlement Agreement or related to any appeals thereof.

27 M. Funding and Allocation of the Maximum Settlement Amount. This is an all-in and non-
28 reversionary settlement in which Defendant is required to pay the entirety of the

Maximum Settlement Amount. No amount of the Maximum Settlement Fund will revert to Defendant. Upon satisfaction of the preconditions described in this Settlement and pursuant to the timeline and instructions below, Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator.

1. Funding Due Date. No later than 21 calendar days after the Effective Date, Defendant shall provide the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement as set forth in this Agreement.

2. Payments to Settlement Class Members and Aggrieved Individuals.

a) Calculation of Individual Settlement Payments. Every Settlement Class Member is entitled to an Individual Settlement Payment without the need to submit a claim form. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid under the formula set forth in this Stipulation.

(1) Using the Class Data, the Settlement Administrator will calculate the total number of Qualified Inspections for all Settlement Class Members. The number of Qualified Inspections for each Settlement Class Member then will be divided by the total number of Qualified Inspections for all Settlement Class Members. The result of that division will be the “Payment Ratio” for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio then will be multiplied by the Net Settlement Amount to calculate that Settlement Class Member’s share of the Net Settlement Amount, except no gross Individual Settlement Payment will be less than \$25. A share of the Net Settlement Amount will be provided only to those individuals who satisfy the definition of Settlement Class Members, *i.e.*, Class Members who do not submit a timely and valid Request for Exclusion.

(2) The Parties recognize and agree that the formula provided in this Stipulation for allocating the Net Settlement Amount to be paid to the Settlement Class Members is reasonable and designed to provide a fair settlement to the Settlement Class Members.

b) Calculation of Individual PAGA Payments: Using the Aggrieved Individual Data, the Settlement Administrator will calculate the total number of Qualified Pay Periods for all Aggrieved Individuals. The number of Qualified Pay Periods for each Aggrieved Employee then will be divided by the total number of Qualified Pay Periods for all Aggrieved Individuals. The result of that division will be the Payment Ratio for each Aggrieved Individual. Each Aggrieved Individual's Payment Ratio then will be multiplied by the \$6,250 portion of the PAGA Payment that is allocated for distribution to the Aggrieved Individuals to calculate each Aggrieved Individual's respective PAGA Payment.

c) Tax Allocation. The Parties recognize that the settlement amounts to be paid to Settlement Class Members are not for the payment of wages but are amounts paid for the reimbursement of expenses, interest, and penalties. Therefore, no payroll taxes will be deducted from any settlement amounts paid to Settlement Class Members. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% penalties. The Settlement Administrator will be responsible for issuing and mailing all required IRS Form 1099s.

d) Mailing. The Individual Settlement Payments and Individual PAGA Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and Aggrieved Individuals' last known mailing addresses no later than 42 calendar days after the Effective Date.

e) Uncashed Checks. All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days from the date of their

1 issuance. In the event any Individual Settlement Payment or Individual
2 PAGA Payment settlement checks have not been cashed by the check cashing
3 deadline, upon Court approval, the Settlement Administrator shall tender to
4 the funds represented by any such uncashed checks to St. Jude's Children's
5 Research Hospital.

6 3. Class Representative Incentive Award/General Release Payment.

- 7 a) Plaintiff will apply for a Class Representative Incentive Award/General
8 Release Payment of up to \$10,000 for her time, effort, and risk in bringing and
9 prosecuting this Action. The Class Representative Incentive Award/General
10 Release Payment shall be in addition to Plaintiff's Individual Settlement
11 Payment and Individual PAGA Payment.
- 12 b) The Settlement Administrator shall pay the Class Representative Incentive
13 Awards/General Release Payment to Plaintiff from the Maximum Settlement
14 Amount no later than 42 calendar days after the Effective Date. Any portion
15 of the requested Class Representative Incentive Award/General Release
16 Payment that is not awarded to the Class Representative shall become part of
17 the Net Settlement Amount.
- 18 c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to
19 Plaintiff for her Class Representative Incentive Award/General Release
20 Payment. Plaintiff shall be solely and legally responsible to pay all applicable
21 taxes on the Class Representative Incentive Awards/General Release Payment
22 and Plaintiff shall hold Defendant and the Released Parties harmless from any
23 claim or liability for taxes, penalties, or interest arising because of Plaintiff's
24 Class Representative Incentive Award/General Release Payment.
- 25 d) If the Court reduces or does not approve the requested Class Representative
26 Incentive Award/General Release Payment, Plaintiff shall not have the right to
27 revoke this Settlement Agreement, and it will remain binding, nor will
28

1 Plaintiff seek, request, or demand an increase in the Maximum Settlement
2 Amount on that basis.

3 4. Class Counsel Award.

- 4 a) In consideration for settling the Action and in exchange for the release of the
5 Released Parties for all Released Claims and for the resolution of the PAGA
6 Released Claims, Class Counsel intends to apply for an award of attorneys'
7 fees not to exceed one-third (33.33%) of the Maximum Settlement Amount
8 (i.e., \$311,833 of the \$935,500 Maximum Settlement Amount), plus actual
9 costs and litigation expenses estimated not to exceed \$75,000.
- 10 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
11 Individuals will not apply to the Court for any payment of attorneys' fees and
12 costs that are in addition to the foregoing. The Parties agree that, over and
13 above the Court-approved Class Counsel Award, each of the Parties, including
14 each Settlement Class Member and Aggrieved Individual, shall bear his, her
15 or its own fees and costs, including, but not limited to, those related to the
16 investigation, filing, prosecution, or settlement of the Action; the negotiation,
17 execution, or implementation of this Agreement; and/or the process of
18 obtaining, administering, or challenging a Preliminary Approval Order and/or
19 Final Approval Order and Judgment.
- 20 c) Any portion of the requested Class Counsel Award that is not awarded to
21 Class Counsel shall be part of the Net Settlement Amount and shall be
22 distributed to Settlement Class Members as provided in this Agreement.
- 23 d) The Settlement Administrator shall pay the Class Counsel Award to Class
24 Counsel from the Maximum Settlement Amount no later than 42 calendar
25 days after the Effective Date.
- 26 e) Class Counsel shall be solely and legally responsible to pay all applicable
27 taxes on the payment made pursuant to this Paragraph III.M.4. The
28

Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph.

f) In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, and the Settlement will remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or demand an increase in the Maximum Settlement Amount on that basis.

5. PAGA Payment. \$25,000 shall be allocated from the Maximum Settlement Amount for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA Payment.” The Settlement Administrator shall pay 75% of that \$25,000 payment, i.e., \$18,750, to the LWDA (the “LWDA Payment”) and the remaining 25% of that \$25,000 payment, i.e., \$6,250, to the Aggrieved Individuals according to the formula described in Paragraph III.M.2.(b). The payment shall be made no later than 42 calendar days after the Effective Date. Class Counsel will take all action required by California Labor Code § 2699(l).

6. Settlement Administration Costs. The Settlement Administrator shall be paid from the Maximum Settlement Amount for the costs of administration of the Settlement. The Settlement Administrator has agreed to a fee not to exceed \$10,000. The Settlement Administrator shall be paid for the settlement administration costs no later than 42 calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement.

N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to executing the necessary documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement Agreement. As soon as practicable after executing this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court’s Preliminary and Final Approval of this Settlement Agreement. The Parties also

1 agree to cooperate in the settlement administration process. The Parties each represent
2 they do not have any financial interest in the Settlement Administrator or otherwise have
3 a relationship with the Settlement Administrator that could create a conflict of interest.
4 Class Counsel also will notify Defense Counsel if subpoenaed or upon receipt of any
5 other request for documents or information regarding any other action filed or potential
6 action against the Released Parties that covers or includes any Settlement Class Members
7 and the Released Claims or any Aggrieved Individuals and the PAGA Released Claims.

8 O. Preliminary Approval Motion. Plaintiff will file a motion to request preliminary approval
9 of the settlement, entry of a Preliminary Approval Order for preliminary approval of the
10 proposed Agreement, and the setting of a date for a final-approval hearing. The
11 Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
12 Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction
13 with the preliminary approval motion, Plaintiff shall submit this Agreement, which sets
14 forth the terms of this settlement, and will include the proposed Notice of Class and
15 PAGA Action Settlement.

16 P. Final Approval Motion. No later than 16 court days before the final approval hearing,
17 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class
18 Representative Incentive Award/General Release Payment, Class Counsel Award, and
19 Settlement Administration Costs. Plaintiff shall provide a courtesy draft of those motion
20 papers to Defense Counsel at least five calendar days before filing the documents.

21 1. Declaration by Settlement Administrator. The Settlement Administrator shall
22 submit a declaration in support of Plaintiff's Motion for Final Approval of this
23 Settlement. That declaration shall detail the number of Notices of Class and PAGA
24 Action Settlement mailed and re-mailed to Class Members, the number of
25 undeliverable Notices of Class and PAGA Action Settlement, the number of timely
26 Requests for Exclusion, the number of Notices of Objection received, the amount of
27 the average Individual Settlement Payment, the average Individual PAGA Payment,
28 the settlement administration costs, and any other information that the Parties

mutually agree to include or that the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. The Parties shall present a proposed Final Approval Order and Judgment to the Court, consistent with the terms and conditions of this Agreement, for the Court's approval and judgment thereon.

Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement if, after the Response Deadline, the number of Class Members who have submitted timely and valid written Requests for Exclusion equals at least 10% of all Class Members. If Defendant exercises the option to terminate this Agreement, (a) Defendant shall provide written notice to Class Counsel within 15 calendar days after the Response Deadline, at which time this Agreement shall be void ab initio, (b) Defendant shall pay all settlement administration costs incurred up through that date and/or as a result of the termination, and (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the Court, the Parties agree to stay all proceedings in the Action, except such proceedings as are necessary or desirable to implement and complete the Settlement.

S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately before the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties, except as otherwise specified in Paragraph III.S. If an appeal is filed from the Court's final judgment, or any other

1 appellate review is sought, administration of the Settlement shall be stayed pending final
2 resolution of the appeal or other appellate review. In that event, within 30 calendar days
3 of that notification, the Parties shall pay any costs by equal apportionment that were
4 incurred by the Settlement Administrator before it was notified of the filing of an appeal
5 from the Court's final judgment or of any other appellate review.

6 T. Headings. The descriptive headings of any paragraphs or sections of this Agreement are
7 inserted for convenience of reference only and do not constitute a part of this Agreement.

8 U. Amendment or Modification. This Agreement may be amended or modified only by a
9 written instrument that: (1) is signed by counsel for all Parties or their successors-in-
10 interest; (2) is signed by the Parties or their successors-in-interest; and (3) if the Court's
11 approval is required, is as approved by the Court.

12 V. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
13 Agreement among these Parties.

14 W. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
15 represent that they are expressly authorized by the Parties whom they represent to
16 negotiate this Agreement, to take all appropriate actions required or permitted to be taken
17 by those Parties under this Agreement to effectuate its terms, and to execute any other
18 documents required to effectuate the terms of this Agreement. The person signing this
19 Agreement on behalf of Defendant represents and warrants that he or she is authorized to
20 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is
21 authorized to sign this Agreement and that he has not assigned or transferred to any third-
22 party or encumbered any claim, or part of a claim, demand, cause of action or any rights
23 herein released and discharged or covered by this Agreement.

24 X. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall
25 run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the
26 successors or assigns of the Parties to this Agreement, including the Settlement Class
27 Members and the LWDA.
28

1 Y. California Law Governs. All terms of this Agreement and its Exhibits and any disputes
2 arising under this Agreement shall be governed by and interpreted in accordance with the
3 laws of the State of California.

4 Z. Counterparts. This Agreement may be executed in one or more counterparts and may by
5 electronically signed. All executed counterparts and each of them shall be deemed to be
6 one and the same instrument, provided that counsel for the Parties to this Agreement shall
7 exchange among themselves copies or originals of the signed counterparts.

8 AA. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to
9 be a fair, adequate, and reasonable settlement of this Action and have arrived at this
10 Agreement after extensive arm's-length negotiations, taking into account all relevant
11 factors, present and potential. The Parties further agree that this Settlement Agreement
12 shall not be construed in favor of or against any Party by reason of the extent to which
13 any Party or his, her or its counsel participated in the drafting of this Settlement
14 Agreement.

15 BB. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
16 respect to the interpretation, implementation and enforcement of the terms of this
17 Agreement and all orders and judgments entered in connection therewith. The Parties to
18 this Agreement and their counsel submit to the jurisdiction of the Court for purposes of
19 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
20 all orders and judgments entered in connection with this Agreement.

21 CC. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
22 invalid, the Court first shall attempt to construe that provision as valid to the fullest
23 extent possible consistent with applicable precedents so as to hold all provisions of this
24 Agreement valid and enforceable.

25 DD. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms
26 of this Agreement, the Parties: (1) agree to waive all appeals from any orders of the Court
27 before final approval of the Settlement; and (2) further agree to waive all appeals from
28 the Court's final approval of the Settlement.

1 EE. Confidentiality of Documents. After the expiration of any appeals period, Plaintiff, the
2 Settlement Administrator, and Class Counsel shall maintain the confidentiality of all
3 settlement-related documents and other information obtained from the other Party in the
4 Action, unless necessary for appeal or such documents are ordered to be disclosed by the
5 Court or by a subpoena.

6 FF. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the
7 Released Claims and the PAGA Released Claims have merit and give rise to liability on
8 Defendant's part. Defendant has asserted and continues to assert that the Released
9 Claims and the PAGA Released Claims have no merit and do not give rise to liability.
10 This Agreement is a compromise of disputed claims. Nothing contained in this
11 Agreement, no documents referred to in this Agreement and no action taken to carry out
12 this Agreement may be construed or used as an admission by or against the Defendant or
13 Plaintiff or Class Counsel as to the merits or lack of merit of the claims asserted.
14 Moreover, nothing contained in this Agreement is a waiver as to any positions, remedies,
15 or other rights of enforcement related to any claims or events not expressly resolved
16 herein.

17
18 By signing below, the Parties indicate their approval of the form of this Settlement
19 Agreement and its exhibits.

20
21 IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement
22 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
23 and year set forth below.

24 **IT IS SO AGREED:**
25
26
27
28

1 DATED: July 25, 2025

NATIONAL INSURANCE INSPECTION
SERVICES, INC.

4 By: 

6 DATED: _____, 2025

CARLA COLLINS

9 By: _____

10 **APPROVED AS TO FORM:**

13 DATED: _____, 2025

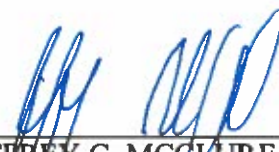
KELLER GROVER LLP

15 By: _____
ERIC A. GROVER
ROBERT W. SPENCER

Attorneys for Plaintiff
CARLA COLLINS

20 DATED: July 28, 2025

DAVENPORT GERSTNER & MCCLURE,
APC

22 By: 
JEFFREY G. MCCLURE
ANNE KELSON HUMMEL

Attorneys for Defendant
National Insurance Inspection Services, Inc.

1 DATED: _____, 2025

**NATIONAL INSURANCE INSPECTION
SERVICES, INC.**

By: _____

2
3
4
5
6 DATED: 7/28/2025, 2025

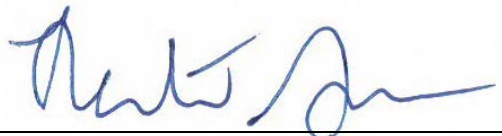
CARLA COLLINS

8
9
10
11 By:  _____
12 119B21DD24CC40B

13 **APPROVED AS TO FORM:**

14 DATED: July 30, 2025

KELLER GROVER LLP

15
16 By:  _____
17 ERIC A. GROVER
18 ROBERT W. SPENCER

19
20 Attorneys for Plaintiff
21 **CARLA COLLINS**

22 DATED: _____, 2025

**DAVENPORT GERSTNER & MCCLURE,
APC**

23 By: _____
24 JEFFREY G. MCCLURE
25 ANNE KELSON HUMMEL

26 Attorneys for Defendant
27 *National Insurance Inspection Services, Inc.*
28

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
Collins v. National Insurance Inspection Services, Inc.
Case No. 20STCV15619

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

This class and PAGA action settlement will affect your rights if you worked as a real property inspector in California who contracted with National Insurance Inspection Services, Inc. at any time during the period from and including April 22, 2016 through January 22, 2025.

- Former real property inspector Carla Collins ("Class Representative" or "Plaintiff") sued National Insurance Inspection Services, Inc. ("NIIS" or "Defendant") on behalf of herself and current and former real property inspectors in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for aggrieved individuals under the California Private Attorneys General Act of 2004 ("PAGA").
- Plaintiff and Defendant have entered a settlement agreement ("Settlement") that settles the Class and PAGA claims brought by the Class Representative on behalf of the current and former real property inspectors who performed inspections in California for NIIS during the period from and including April 22, 2016 through January 22, 2025. The Court has preliminarily approved the Settlement.
- If you performed real property inspections in California for NIIS at any time during the period from and including April 22, 2016 through May 30, 2024 and did not previously sign an individual release of claims that covers that entire period, you are a class member ("Class Member"). If you qualify as a Class Member, you could receive money from the Settlement.
- If you performed real property inspections in California for NIIS at any time during the period from and including April 16, 2019 through January 22, 2025, you are considered an "Aggrieved Individual" under PAGA portion of the Settlement. If you qualify as an Aggrieved Individual, you will receive money from the Settlement of the PAGA claim.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you qualify as a Class Member and do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against NIIS, as explained below. <u>NOTE:</u> Aggrieved Individual may not opt out of the PAGA portion of the Settlement.
OBJECT	If you qualify as a Class Member, write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your

	objection. If the Court approves the settlement, you will receive a Settlement payment.
--	---

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on NIIS' records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Inspections performed during the Class Period: _____. NOTE: If you only worked for NIIS in California on or after June 1, 2024, you are not a Class Member entitled to an Individual Settlement Payment related to the settlement of the class claims.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on NIIS' records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____. NOTE: If you only worked for NIIS in California prior to April 16, 2019, you are not an Aggrieved Individual entitled to a PAGA Payment related to the settlement of the PAGA claims.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Individuals.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you performed real property inspections in California for NIIS during the period from and including April 22, 2016 through January 22, 2025. You received this Notice because you have a right to know about a proposed settlement of a class and PAGA action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed a putative class action lawsuit on April 22, 2020 in Los Angeles County Superior Court (the "lawsuit") asserting causes of action against Defendant on a class-wide and PAGA representative basis for Defendant's alleged misclassification of real property inspectors as independent contractors and claims for: (1) failure to pay meal period premiums; (2) failure to pay rest period premiums; (3) failure to pay minimum wages; (4) failure to pay all wages owed upon separation of employment; (5) failure to timely pay wages during employment; (6) failure to reimburse business expenses; (7) unfair business practices; and (8) civil penalties under the PAGA.

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

WHAT IS THE CASE STATUS?

In January 2024, the Court decided that Plaintiff's claims could proceed on a class-wide basis. Following that decision, the parties agreed to a settlement after mediation using a neutral third-party mediator. The certified class claims and the PAGA claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement are fair and reasonable in light of the strengths and weaknesses of the claims and other factors.

The Court has not ruled on the merits of Plaintiff's claims. NIIS denies all of Plaintiff's allegations, or that it violated any law, and contends that at all times it complied with federal, state, and local laws. The Settlement is not an admission by NIIS of any wrongdoing or an indication that any law was violated.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who performed real property inspections in California for NIIS at any time during the period from and including April 22, 2016 through May 30, 2024 and did not sign a release agreement that covers that entire period.

A Class Member may also be a member of the group of Aggrieved Individuals, who are defined to include all current and former real property inspectors who performed inspections in California for NIIS at any time during the period from and including April 16, 2019 through January 22, 2025.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it, Defendant will pay a Maximum Settlement Amount of \$935,500. This amount is inclusive of all payments contemplated by the Settlement, including all payments to Class Members, an incentive award to Plaintiff, Class Counsel's attorneys' fees and costs, inspector-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Individuals, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the incentive award to Plaintiff, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Aggrieved Individuals and Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated as follows:

- **Individual Settlement Payments:** Class Members who do not opt out ("Settlement Class Members") are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$503,667. If you qualify as a Class Member, your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the second page of this Notice.
- **Class Representative Incentive Award:** Plaintiff will request from the Court an award of \$10,000 in recognition of her efforts and the risks in assisting with the prosecution of the lawsuit and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request that the Court approve up to 33-1/3% of the Maximum Settlement Amount (\$311,833 of the \$935,500 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$75,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Settlement Administration:** The cost of settlement administration shall not exceed \$10,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Settlement Class Members shall remain valid and negotiable for 120 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to St. Jude's Children's Research Hospital.
- The \$25,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Individuals. Therefore, \$18,750 will be distributed to the LWDA and \$6,250 will be distributed to Aggrieved Individuals. If you qualify as an Aggrieved Individual, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you qualify as a Class Member and do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund if the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Inspections from NIIS' records used to calculate it, are listed on the second page of this Notice.

HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Inspections, which is the total number of inspections that you performed in California on behalf of NIIS (based on Defendant's records) during the Class Period (April 22, 2016 through May 30, 2024, inclusive). If you signed a release that covers part of the Class Period, only those inspections you performed during the period not covered by the release will count as Qualified Inspections. Your Qualified Inspections will be divided by the total number of Qualified Inspections for all Settlement Class Members, resulting in your Payment Ratio-Class Member. The Payment Ratio-Class Member then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Inspections stated on page two of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as inspection reports. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as objection and opt-out deadline]**:

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

Settlement Administrator

<<Address>>

Phone: () ***-******

Facsimile: () ***-******

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Real property inspectors who qualify as Aggrieved Individuals also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$6,250) based on your number of Qualified Pay Periods during the PAGA Period, which is April 16, 2019 through January 22, 2025, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Individuals, resulting in your Payment Ratio-Aggrieved Individual. The Payment Ratio-Aggrieved Individual will then be multiplied by \$6,250 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you qualify as a Class Member and/or an Aggrieved Individual and do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and/or your Individual PAGA Payment in one check without any further action needed from you.

To ensure receipt of your settlement payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on **<<date>>** in Department 9 of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, to decide whether to approve the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the class. Class Members are therefore advised to check the Court's website or contact the Settlement Administrator to confirm that the date and location has not changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

If you qualify as a Class Member, unless you exclude yourself, you will be considered a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes any and all causes of action, claims, rights, statutory damages, liabilities, expenses, and losses against the Released Parties arising between April 22, 2016 and May 30,

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

2024, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business & Professions Code §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

“Released Parties” shall mean Defendant National Insurance Inspection Services, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all any and all claims for civil penalties under PAGA based on the labor code violations alleged in each and every PAGA notice sent by Plaintiff to the LWDA as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you qualify as a Class Member and do not wish to participate in the Class Settlement, you may exclude yourself (generally called “opting out”) by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must: (a) be in writing; (b) state your name, address, and the last four digits of your social security number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Collins v. NIIS*.”

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against NIIS. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

NOTE: Aggrieved Individuals in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, inspectors may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Individual, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you qualify as a Class Member and wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Incentive Award, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of your Social Security number; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than **<<Date>>** [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for **<<date>>** in Department 9 of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number. You may also access the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Room 255, Los Angeles, California 90012. You may also pay to review documents online by accessing the Los Angeles County Superior Court online case access portal at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and enter the case number "20STCV15619."

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
[eagrover@kellergrover.com](mailto: eagrover@kellergrover.com)
Robert W. Spencer
[rspencer@kellergrover.com](mailto: rspencer@kellergrover.com)
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) ____.

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

Questions? Call <<SETTLEMENT ADMIN PH NO>>

EXHIBIT F

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
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Walnut Creek, California 94597
Telephone: (925) 279-3430
Facsimile: (925) 932-1961

Attorneys for Defendant
National Insurance Inspection Services, Inc.

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

CARLA COLLINS on behalf of herself, and all
others similarly situated,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION
SERVICES, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV15619

CLASS ACTION

AMENDED JOINT STIPULATION OF
CLASS AND PAGA ACTION
SETTLEMENT AND RELEASE OF
CLAIMS

1 IT IS HEREBY STIPULATED, by and between Plaintiff Carla Collins (“Plaintiff”),
2 individually and on behalf of the Settlement Class, and Defendant National Insurance Inspection
3 Services, Inc. (“Defendant”), and subject to approval by the Court, that the Action is hereby
4 compromised and settled under the terms and conditions set forth in this Joint Stipulation of
5 Class and PAGA Action Settlement and Release of Claims (the “Stipulation”) and that the Court
6 shall make and enter judgment subject to the definitions, recitals and terms set forth in this
7 Stipulation.

8 **I. DEFINITIONS**

- 9 A. “Action” shall mean the civil action entitled *Carla Collins v. National Insurance*
10 *Inspection Services, Inc.*, Los Angeles County Superior Court Case No. 24STCV15619,
11 filed on April 22, 2020.
- 12 B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint Stipulation of
13 Class and PAGA Action Settlement and Release of Claims.
- 14 C. “Aggrieved Individuals” means all current and former real property inspectors who
15 contracted with Defendant in California at any time or times during the PAGA Period.
16 All Aggrieved Individuals are also Class Members.
- 17 D. “Aggrieved Individual Data” means information regarding Aggrieved Individuals that
18 Defendant will compile from its available existing records and provide to the Settlement
19 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include
20 all the following information: (i) each Aggrieved Individual’s full name; (ii) each
21 Aggrieved Individual’s last-known address; (iii) each Aggrieved Individual’s Social
22 Security Number; and (iv) the total number of payments made to each Aggrieved
23 Individual during the PAGA Period.
- 24 E. “Class Counsel” means the attorneys of record for the Class Representative and Class
25 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965
26 Market Street, San Francisco, California 94103.
- 27
28

- 1 F. “Class Counsel Award” means an award of attorneys’ fees, expenses, and litigation costs
2 granted to Class Counsel and paid from the Maximum Settlement Amount in recognition
3 of their efforts and risks in prosecuting the Action.
- 4 G. “Class Data” means information regarding Class Members that Defendant will compile
5 from its available and existing records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include all the following
7 information: (i) each Class Member’s full name; (ii) each Class Member’s last-known
8 address; (iii) each Class Member’s Social Security Number; and (iv) the total number of
9 inspections performed by each Class Member during the Class Period.
- 10 H. “Class Members” means all individuals classified as independent contractors by
11 Defendant who performed inspections in California as real property inspectors at any
12 time between April 22, 2016 and May 30, 2024, inclusive who have not signed release
13 agreements [that cover the entire Class Period](#) or opt-ed out of the Action. An individual
14 Class Member also may be an Aggrieved Individual if he or she falls within the
15 “Aggrieved Individual” definition.
- 16 I. “Class Period” shall mean the time period from and including April 22, 2016 through
17 May 30, 2024.
- 18 J. “Class Representative Incentive Award/General Release Payment” means the amount
19 that the Court authorizes to be paid to the Plaintiff from the Maximum Settlement
20 Amount, in addition to the Plaintiff’s Individual Settlement Payment and Individual
21 PAGA Payment, in recognition of her effort and risk in assisting with the prosecution of
22 the Action.
- 23 K. “Class Representative” means the Plaintiff Carla Collins.
- 24 L. “Complaint” means the operative Class and Representative Action Complaint filed in Los
25 Angeles County Superior Court on April 22, 2020.
- 26 M. “Court” means the Los Angeles County Superior Court.
- 27 N. “Defendant” means National Insurance Inspection Services, Inc.
- 28

- 1 O. "Defense Counsel" means Jeffrey G. McClure and Anne Kelson Hummel of Davenport
2 Gerstner & McClure, APC, 2540 Camino Diablo, Suite 200, Walnut Creek, California
3 94597.
- 4 P. "Effective Date" shall be the date of the later of the following: (a) if there are no
5 objections submitted, at the time of entry by the Court of a final approval order and
6 judgment finally certifying the Settlement Class and approving the settlement, or (b) if
7 there are objections to the settlement, 65 calendar days after the Court enters a final
8 approval order and judgment approving the settlement, or (c) if any appeal, writ, or other
9 appellate proceeding opposing the Court's final approval order approving the settlement
10 has been filed, five business days after any appeal, writ, or other appellate proceedings
11 opposing the settlement have been finally and conclusively dismissed with no right to
12 pursue further judicial remedies or relief.
- 13 Q. "Final Approval Order and Judgment" means the Court's order granting final approval of
14 the Settlement. The Final Approval Order and Judgment will be posted on the Settlement
15 Administrator's website.
- 16 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Individual
17 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
18 Payment and an Individual PAGA Payment will receive one check incorporating both
19 amounts.
- 20 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
21 Amount to each Settlement Class Member. An individual who is entitled to both an
22 Individual Settlement Payment and an Individual PAGA Payment will receive one check
23 incorporating both amounts.
- 24 T. "LWDA" means the California Labor & Workforce Development Agency.
- 25 U. "LWDA Payment" means the 75% of the \$25,000 PAGA Payment (i.e., \$18,750) that
26 will be paid to the LWDA pursuant to PAGA.
- 27 V. "Maximum Settlement Amount" means \$935,500~~\$950,000, which is comprised of~~
28 \$935,500 in "new money" in addition to the sum of \$14,500 which Defendant has already

1 ~~paid out to 29 real property inspectors in exchange for individual releases following the~~
2 ~~filing of the Action (“the Pick Up Stix Payment”)~~, which includes all payments to
3 Settlement Class members, payment of the Class Counsel Award, payment of the Class
4 Representative Incentive Award/General Release Payment, the PAGA Payment, and
5 payment to the Settlement Administrator for settlement administration expenses. This is
6 an all-in and non-reversionary Settlement.

7 W. “Net Settlement Amount” means the amount that remains after deducting the Class
8 Representative Incentive Award/General Release Payment (estimated to be \$10,000), the
9 Class Counsel Award (estimated to be ~~\$316,667~~311,833 in fees and no more than
10 \$75,000 in costs), ~~the Pick Up Stix Payment (\$14,500)~~, the PAGA Payment (\$25,000),
11 and the Settlement Administration Costs (capped at no more than \$10,000) from the
12 Maximum Settlement Amount, resulting in a Net Settlement Amount of an estimated
13 ~~\$503,667~~498,833.

14 X. “Notice of Class and PAGA Action Settlement” means the notice substantially similar to
15 the notice attached to this Stipulation as **Exhibit 1**.

16 Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor
17 Code §§ 2698, *et seq.*

18 Z. “PAGA Payment” means the \$25,000 portion of the Maximum Settlement Amount that is
19 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$6,250) of
20 which will be paid to the Aggrieved Individuals and 75% (\$18,750) of which will be paid
21 to the LWDA.

22 AA. “PAGA Period” means the period from and including April 16, 2019 through January 22,
23 2025, inclusive.

24 BB. “PAGA Released Claims” means any and all claims for civil penalties under PAGA
25 based on the labor code violations alleged in the PAGA notice sent by Plaintiff to the
26 LWDA.

27 CC. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
28 Plaintiff or Defendant, individually.

DD. “Payment Ratio – Aggrieved Individual” means the respective number of Qualified Pay Periods for each Aggrieved Individual divided by the total number of Qualified Pay Periods for all Aggrieved Individuals.

EE. “Payment Ratio – Class Member” means the respective number of Qualified Inspections performed worked by each individual Settlement Class Member [\(1\) who did not sign a release that covers the entire Class Period and \(2\)](#) who does not opt-out of the class action portion of the Settlement divided by the total number of Qualified Inspections worked by all Settlement Class Members who do not opt-out of the class action portion of the Settlement.

FF. “Plaintiff” shall mean the named Plaintiff Carla Collins.

GG. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the Settlement.

HH. “Preliminary Approval Order” means an order granting preliminary approval of the Settlement.

II. “Qualified Inspections” means each inspection performed by Class Members for Defendant in California during the Class Period (as reflected in Defendant’s records of each Class Member’s dates of inspections and pay records). [If a Class Member signed a release that covers part of the Class Period, only those inspections performed during the period not covered by the release will count as Qualified Inspections.](#)

JJ. “Qualified Pay Periods” means the number of times (as reflected in Defendant’s records) that each Aggrieved Individual received a check for inspection work performed for Defendant in California during the PAGA Period.

KK. “Qualified Settlement Fund” or “QSF” means the qualified settlement fund that will be set up by the Settlement Administrator and into which the Maximum Settlement Amount shall be deposited and from which disbursements shall be made.

LL. “Released Claims” means and includes any and all causes of action, claims, rights, statutory damages, ~~penalties~~, liabilities, expenses, and losses against the Released Parties arising between April 22, 2016 and May 30, 2024, inclusive, under state, federal, or local

1 law, whether statutory or otherwise, arising out of the claims expressly pleaded in the
2 Complaint (i.e., Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7, 510,
3 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business &
4 Professions Code §§ 17200, *et seq.* based on alleged violations of these Labor Code
5 provisions) and all other potential claims reasonably related to or arising out of the same
6 set of facts pleaded in the Complaint, such as those under the California Labor Code,
7 Wage Orders, regulations, and/or other provisions of law. The time period of the
8 Released Claims shall be for the entirety of the Class Period. This provision is not
9 effective until the Defendant fully funds the Maximum Settlement Amount.

10 MM. “Released Parties” shall mean Defendant National Insurance Inspection Services, Inc.
11 and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated
12 companies, clients, and its or their shareholders, officers, directors, employees, agents,
13 principals, representatives, attorneys, accountants, partners, investors, administrators,
14 insurers, predecessors, successors and assigns, and any individual or entity that could be
15 liable for any of the Released Claims.

16 NN. “Response Deadline” means the date 45 calendar days after the Settlement Administrator
17 first mails the Notice of Class and PAGA Action Settlement to Class Members and is the
18 last date on which Class Members may submit Requests for Exclusion or a Notice of
19 Objection to the Settlement. Class Members may only submit Requests for Exclusion
20 with respect to the class action component of this settlement. Aggrieved Individuals shall
21 have no right to opt out of the PAGA portion of the Settlement. .

22 OO. “Settlement” means the disposition of the Action pursuant to this Agreement.

23 PP. “Settlement Administrator” means Phoenix Settlement Administrators.

24 QQ. “Settlement Class Members” means all Class Members who do not submit a valid
25 Request for Exclusion. All Settlement Class Members will automatically receive an
26 Individual Settlement Payment without the need to submit a claim form. Settlement
27 Class Members will release all of the Released Claims and be bound by all terms of the
28 Settlement and any final judgment entered in this Action.

II. RECITALS

- A. Class Certification. The Parties stipulate and agree to certification for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as provided herein, class certification shall immediately be set aside and the Settlement Class immediately decertified, subject to further proceedings on the motion of any party to certify or deny certification thereafter. The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.
- B. Settlement Negotiations. The Parties participated in a private mediation session with respected mediator Brandon McKelvey, Esq. and engaged in good faith, arms-length settlement negotiations. As part of the process, the Parties exchanged the information necessary to engage in productive settlement negotiations. The negotiations resulted in the Settlement described in this Stipulation to resolve this Action in its entirety.
- C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings that would be necessary to litigate their disputes through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks regarding the outcome of further litigation and the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages and civil penalties for the Class Members and Aggrieved Individuals. Based on these factors, Plaintiff and Class Counsel have determined that the terms set forth in this Agreement represent a fair, adequate, and

1 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
2 the Aggrieved Individuals.

3 D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
4 this litigation would be protracted and expensive for all Parties. Substantial amounts of
5 Defendant's time and resources have been and, unless this Settlement is made, will
6 continue to be devoted to the defense of the claims asserted by Plaintiff. In reaching its
7 decision to enter into this Settlement, Defendant also has taken into account the risks of
8 further litigation. Defendant denies each of the allegations and claims asserted against it
9 in the Action. Despite continuing to contend that it is not liable for any of the claims that
10 Plaintiff has asserted, Defendant nonetheless has agreed to settle in the manner and upon
11 the terms set forth in this Agreement to put to rest the claims asserted in the Action.

12 E. Class Members' Claims. The Class Representative contends that the allegations have
13 merit and give rise to liability on Defendant's part. This Agreement is a compromise of
14 disputed claims. The monies being paid as part of the Settlement are genuinely disputed
15 and the Parties agree that the provisions of California Labor Code § 206.5 are not
16 applicable to this Settlement. Because there is a good faith dispute as to whether any
17 wages are due, the release of claims does not violate California Labor Code § 206.5,
18 which provides in pertinent part as follows:

19 An employer shall not require the execution of any release of any claim
20 or right on account of wages due or to become due, or made as an
21 advance on wages to be earned, unless payment of such wages has been
22 made.

22 Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to
23 in this Agreement, and no action taken to carry out this Agreement may be construed or
24 used as an admission by or against the Class Members or Class Counsel regarding the
25 merits or lack of merit of the claims asserted.

26 F. Aggrieved Individuals' Claims. Plaintiff contends that the PAGA allegations have merit
27 and give rise to liability on the part of Defendant. This Agreement is a compromise of
28 disputed claims. The monies being paid as part of the settlement are genuinely disputed

1 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
2 settlement. Nothing contained in this Agreement, no documents referred to in this
3 Agreement and no action taken to carry out this Agreement may be construed or used as
4 an admission by or against the Aggrieved Individuals or Class Counsel as to the merits or
5 lack of merit of the claims asserted.

6 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
7 Released Claims have no merit and do not give rise to liability. This Agreement is a
8 compromise of disputed claims. The monies being paid as part of the Settlement are
9 genuinely disputed and the Parties agree that the provisions of California Labor Code §
10 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to
11 whether any wages are due, the release of claims does not violate California Labor Code §
12 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement,
13 and no action taken to carry out this Agreement may be construed or used as an admission
14 by or against Defendant as to the merits or lack of merit of the claims asserted.

15 III. TERMS OF AGREEMENT

16 A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary
17 sums specified in this Agreement, i.e., the Maximum Settlement Amount. In no event
18 shall Defendant be required to pay more than the Maximum Settlement Amount.
19 ~~(including the amount already paid in connection with the Pick Up Stix Payment).~~

20 B. Limited Release by All Settlement Class Members. As of the ~~Effective Date~~
21 Defendant provides the Settlement Administrator the Maximum Settlement Amount as
22 required by section III.M of this Agreement, and, in exchange for the consideration set
23 forth in this Agreement, Plaintiff and the Settlement Class Members will fully release and
24 discharge the Released Parties from the Released Claims for the Class Period. Plaintiff
25 and the Settlement Class Members may hereafter discover facts or legal arguments in
26 addition to or different from those they now know or currently believe to be true with
27 respect to the claims, causes of action and legal theories of recovery in this Action which
28 are the subject matter of the Released Claims. Nonetheless, the discovery of new facts or

1 legal arguments shall in no way limit the scope or definition of the Released Claims, and
2 by virtue of this Agreement, Plaintiff and Settlement Class Members shall be deemed to
3 have, and, by operation of the final judgment approved by the Court shall have, fully,
4 finally, and forever settled and released all of the Released Claims as defined in this
5 Agreement.

6 C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange
7 for the consideration set forth in this agreement, Plaintiff makes the additional following
8 general release of all claims, known or unknown: Plaintiff releases Defendant and the
9 Released Parties, from all claims, demands, rights, liabilities and causes of action of
10 every nature and description whatsoever, known or unknown, asserted or that might have
11 been asserted, whether in tort, contract, or for violation of any state or federal statute,
12 rule, regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's
13 contract with Defendant through the end of the Release Period as well as any and all acts
14 or omissions by or on the part of Defendant through the end of the Release Period. (The
15 release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's
16 General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates
17 and agrees that, upon the Effective—Datedate Defendant provides the Settlement
18 Administrator the Maximum Settlement Amount as required by section III.M of this
19 Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the
20 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
21 California Civil Code, or any other similar provision under federal or state law, which
22 provides:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
24 **THAT THE CREDITOR OR RELEASING PARTY DOES**
25 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
26 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
27 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
28 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
WITH THE DEBTOR OR RELEASED PARTY.

1 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this
2 Settlement are found hereafter to be other than or different from the facts now believed to
3 be true, the release of claims contained in the Plaintiff's General Release shall be
4 effective as to all unknown claims.

5 However, specifically excluded from this general release of claims by Plaintiff are any
6 claims for or relating to workers' compensation, unemployment insurance, or any other
7 claims that cannot be waived by law.

8 D. PAGA Release: As of the date Defendant provides the Settlement Administrator the
9 Maximum Settlement Amount as required by section III.M of this
10 AgreementEffective Date, Plaintiff, individually and as a representative acting as a proxy
11 or agent of the LWDA, a State of California Executive Branch Agency, in this Action,
12 agrees to release the Released Parties of and from any and all claims for civil penalties,
13 attorneys' fees, and litigation costs under the California Labor Code Private Attorneys
14 General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA notices
15 Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released Claims." To
16 avoid and prevent doubt, the Parties agree that the judgment to be entered by the Court
17 following approval of this settlement forever bars Plaintiff and the LWDA, directly or
18 through any other proxy or agent, from any future prosecution of any of the PAGA
19 Released Claims against any of the Released Parties.

20 E. Conditions Precedent: This Settlement will become final and effective only upon the
21 occurrence of all the following events:
22 1. The Court enters a Preliminary Approval Order granting preliminary approval to
23 the Settlement;
24 2. The Court enters a Final Approval Order and ~~a-j~~Judgment;
25 3. The final Effective Date occurs; and
26 4. Defendant does not invoke its right to revoke the Settlement as described in
27 Paragraph III.S herein.
28

1 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
2 final approval of this Agreement with prejudice, the Settlement fails to become effective,
3 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
4 prohibits Defendant from obtaining a complete resolution of the claims as described
5 herein:

- 6 1. This Agreement shall be void ab initio and of no force or effect, and shall not be
7 admissible in any judicial, administrative or arbitral proceeding for any purpose or
8 with respect to any issue, substantive or procedural;
- 9 2. The conditional class certification (obtained for any purpose) shall be void ab initio
10 and of no force or effect, and shall not be admissible in any judicial, administrative
11 or arbitral proceeding for any purpose or with respect to any issue, substantive or
12 procedural; and
- 13 3. None of the Parties to this Settlement will be deemed to have waived any claims,
14 objections, defenses or arguments in the Action.

15 G. Certification of the Settlement Class. The Parties reaffirm class certification of the
16 Settlement Class for the Class Period as follows:

- 17 1. Plaintiff Carla Collins shall be reaffirmed as the appointed Class Representative.
- 18 2. Eric A. Grover and Robert W. Spencer of Keller Grover LLP shall be reaffirmed as
19 the appointed Class Counsel.

20 H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
21 of the payments called for by this Stipulation, and Plaintiff, Settlement Class Members,
22 Aggrieved Individuals and Defendant are not relying on any statement or representation
23 by the Parties in this regard. Plaintiff and Settlement Class Members understand and
24 agree that they will be responsible for the payment of their respective portions of any
25 taxes and penalties assessed on the Class Representative Incentive Award/General
26 Release Payment, Individual Settlement Payments, and Individual PAGA Payments
27 described in this Stipulation and will be solely responsible for any penalties or other
28 obligations resulting from their personal tax reporting of all such payments.

1 I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class
2 Members, acknowledges and agrees that: (1) no provision of this Agreement, and no
3 written communication or disclosure between or among the Parties or their attorneys and
4 other advisers, is or was intended to be, nor shall any such communication or disclosure
5 constitute or be construed or be relied upon as, tax advice within the meaning of United
6 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
7 acknowledging party: (a) has relied exclusively upon his, her or its own, independent
8 legal and tax counsel for advice (including, as to tax counsel, tax advice) in connection
9 with this Agreement, (b) has not entered into this Agreement based upon the
10 recommendation of any other Party or any attorney or advisor to any other Party, and (c)
11 is not entitled to rely upon any communication or disclosure by any attorney or adviser to
12 any other party to avoid any tax penalty that may be imposed on the acknowledging
13 party; and (3) no attorney or adviser to any other Party has imposed any limitation that
14 protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
15 whether such limitation is legally binding) upon disclosure by the acknowledging party of
16 the tax treatment or tax structure of any transaction, including any transaction
17 contemplated by this Agreement.

18 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
19 Court a Motion for Preliminary Approval and supporting papers, which shall include this
20 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
21 least five calendar days before filing the documents.

22 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
23 Settlement Administrator is bound to all of the terms, conditions, and obligations
24 described in this Settlement Agreement. Among these obligations, the Settlement
25 Administrator shall have sole and exclusive responsibility for calculating Individual
26 Settlement Payments and Individual PAGA Payments; processing and transmitting
27 payments to the Class Representative, Class Counsel, the LWDA, Settlement Class
28 Members, and Aggrieved Individuals; printing the Notice of Class and PAGA Action

1 Settlement and mailing it to the Class Members and Aggrieved Individuals as directed by
2 the Court; receiving, processing, and reporting Requests for Exclusion and Notices of
3 Objection; sending a postcard reminder to Settlement Class Members and Aggrieved
4 Individuals 30 days before the check void date; distributing tax forms; providing
5 declaration(s) as necessary in support of preliminary and/or final approval of this
6 Agreement; [posting a copy of the Final Approval Order and Judgment and any amended](#)
7 [judgment on the Settlement Administrators website for a period of one year after such](#)
8 [judgment is entered](#); and such other tasks as the Parties mutually agree or the Court
9 orders the Settlement Administrator to perform. The Settlement Administrator shall keep
10 the Parties timely apprised of the performance of all of the Settlement Administrator's
11 responsibilities. Defendant and Defense Counsel shall have no responsibility for
12 validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff,
13 Class Counsel, Defendant, and Defense Counsel shall not bear any responsibility for
14 errors or omissions in the calculation or distribution of Individual Settlement Payments,
15 Individual PAGA Payments or any other distribution of monies contemplated by this
16 Agreement.

17 L. Notice Procedure.

- 18 1. Class Data and Aggrieved Individual Data. No later than 21 calendar days after the
19 Preliminary Approval Date and only after Defendant receives sufficient and
20 reasonable assurance that the Settlement Administrator will maintain the
21 confidentiality of the Class Data and the Aggrieved Individual Data, Defendant
22 shall provide the Settlement Administrator with the Class Data and Aggrieved
23 Individual Data for purposes of preparing and mailing the Notice of Class and
24 PAGA Action Settlement to Class Members and Aggrieved Individuals, as well as
25 undertaking its other obligations. The Settlement Administrator shall be obligated
26 to keep the Class Data and Aggrieved Individual Data confidential and shall take
27 reasonable and necessary precautions to maintain the confidentiality of the data.
28 The Settlement Administrator shall not distribute or use the Class Data, Aggrieved

Individual Data or any information contained therein for any purpose other than to administer this settlement.

2. Notice of Class and PAGA Action Settlement.

a) The Notice of Class and PAGA Action Settlement shall be in a form substantially similar to the form attached to this Stipulation as **Exhibit 1**. The Notice of Class and PAGA Action Settlement shall instruct Class Members and Aggrieved Individuals to keep the Settlement Administrator apprised of their current mailing addresses, to which the Settlement Payments will be mailed following the Effective Date. The Notice of Class and PAGA Action Settlement shall set forth the release to be given by Settlement Class Members in exchange for an Individual Settlement Payment.

b) The Notice of Class and PAGA Action Settlement shall be individualized by inclusion of each Class Member's number of Qualified Inspections and Qualified Pay Periods and the Settlement Administrator's calculation of each Class Member's estimated gross Individual Settlement Payment (if that Class Member does not request exclusion from the Settlement) and each Aggrieved Individual's estimated Individual PAGA Payment.

3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved Individual Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than 14 calendar days after receiving the Class and Aggrieved Individual Data from Defendant as provided in this Stipulation, the Settlement Administrator shall mail copies of the Notice of Class and PAGA Action Settlement to all Class Members and Aggrieved Individuals via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member and Aggrieved Individual. The address identified by the Settlement Administrator as

1 the current mailing address shall be presumed to be the best mailing address for
2 each Class Member and Aggrieved Individual.

3 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
4 returned to the Settlement Administrator as not having been delivered on or before
5 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
6 no forwarding address is provided, the Settlement Administrator promptly shall
7 attempt to determine a correct address by lawful use of skip-tracing and by other
8 searches using the name, address and Social Security number of the Class Member
9 or Aggrieved Individual involved and, if another mailing address is identified by the
10 Settlement Administrator, then shall perform a re-mailing to that Class Member or
11 Aggrieved Individual. In addition, if any Notices of Class and PAGA Action
12 Settlement that are addressed to Class Members or Aggrieved Individuals who are
13 contracted with Defendant at the time of mailing are returned to the Settlement
14 Administrator as non-delivered and no forwarding address is provided, the
15 Settlement Administrator shall so notify Defendant. Defendant then will request
16 that the currently-employed Class Member or Aggrieved Individual provide a
17 corrected address and will transmit to the Administrator any corrected address
18 provided by the Class Member or Aggrieved Individual.

19 5. Disputes Regarding Qualified Inspections. A Class Member who disagrees with the
20 number of Qualified Inspections stated on that Class Member's Notice of Class and
21 PAGA Action Settlement will have the opportunity to provide documentation
22 and/or an explanation to show a different number of inspections having been
23 performed during the Class Period. If there is a dispute, the Settlement
24 Administrator will consult with the Parties to determine whether an adjustment is
25 warranted. The Settlement Administrator shall determine the eligibility for, and the
26 amounts of, any Individual Settlement Payments under the terms of this Agreement.
27 The Settlement Administrator's determination of the eligibility for and the amount
28

1 of any Individual Settlement Payment shall be binding upon the Settlement Class
2 Member and the Parties.

3 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
4 Settlement Administrator concerning the administration of the Settlement will be
5 resolved by the Court under the laws of the State of California. Before any such
6 involvement of the Court, counsel for the Parties will confer in good faith to resolve
7 the disputes without the need to involve the Court.

8 7. Requests for Exclusion.

9 a) The Notice of Class and PAGA Action Settlement shall state that Class
10 Members who wish to exclude themselves from the class action Settlement
11 must submit a written Request for Exclusion by the Response Deadline to the
12 address provided in the Notice of Class and PAGA Action Settlement. The
13 written Request for Exclusion must state that the Class Member wishes to
14 exclude himself or herself from the class action Settlement and: (1) must
15 contain the name, address, and the last four digits of the Social Security
16 Number of the person requesting exclusion; (2) must be signed by the Class
17 Member; (3) must be postmarked by the Response Deadline and returned to
18 the Settlement Administrator at the specified address; and (4) must contain a
19 typewritten or handwritten notice stating, in substance, as follows: "I wish to
20 opt out of the Settlement of the class action lawsuit entitled *Collins v. NIIS*."

21 b) The Request for Exclusion will not be valid unless it both: (1) is timely
22 submitted; and (2) complies with the requirements set forth above in
23 Paragraph III.L.7(a). The date of the postmark on the return mailing envelope
24 for the Request for Exclusion shall be the exclusive means used to determine
25 whether the Request for Exclusion was timely submitted. If the Settlement is
26 approved by the Court, Class Members who have failed to submit a valid and
27 timely written Request for Exclusion on or before the Response Deadline shall
28

1 be Settlement Class Members who are bound by all terms of the Settlement
2 and any final judgment entered in this Action.

3 c) Any Class Member who requests to be excluded from the class action
4 Settlement will not be entitled to an Individual Settlement Payment and will
5 neither be bound by the terms of the class action Settlement nor have any right
6 to object to, appeal from or comment on the class action Settlement. Nothing
7 in this Settlement Agreement will constitute or be construed as a waiver of
8 any defense that Defendant or the Released Parties have or could assert
9 against anyone who timely serves a Request for Exclusion.

10 d) Aggrieved Individuals cannot request to be excluded from the settlement of
11 the PAGA Released Claims. Class Members who are also Aggrieved
12 Individuals cannot request to be excluded from the settlement of the PAGA
13 Released Claims.

14 e) No later than five calendar days after the Response Deadline, the Settlement
15 Administrator shall provide counsel for the Parties with a final list of the Class
16 Members who have timely submitted written Requests for Exclusion.

17 f) At no time shall any of the Parties or their counsel solicit or otherwise
18 encourage Class Members to submit Requests for Exclusion from the
19 Settlement.

20 8. Objections.

21 a) The Notice of Class and PAGA Action Settlement shall state that Class
22 Members who wish to object to the Settlement must mail to the Settlement
23 Administrator, at the address provided in the Notice of Class and PAGA
24 Action Settlement, a written statement of objection (“Notice of Objection”) by
25 the Response Deadline. The postmark date of mailing shall be deemed to be
26 the exclusive means for determining whether a Notice of Objection was
27 timely submitted.
28

- 1 b) Class Members who submit a timely Notice of Objection will have a right to
2 appear at the final approval hearing to have their objections heard by the
3 Court. The Notice of Objection must be signed by the Class Member and
4 state: (1) the case name and number; (2) the name of the Class Member; (3)
5 the address of the Class Member; (4) the last four digits of the Class
6 Member's Social Security Number; (5) the basis for the objection and any
7 supporting documents; and (6) whether or not the Class Member intends to
8 appear at the final approval hearing. Class Members who fail to make
9 objections in the manner specified above may be deemed to have waived any
10 objections and to be foreclosed from making any objections to the Settlement,
11 whether by appeal or otherwise. The failure to submit a written objection
12 does not waive a Settlement Class Member's right to appear and orally object
13 at the final approval hearing.
- 14 c) At no time shall any of the Parties or their counsel seek to solicit or otherwise
15 encourage Class Members to file or serve written objections to the Settlement
16 or to appeal from the Final Approval Order [and Judgment](#).
- 17 d) Class Members who submit a written Request for Exclusion are not entitled to
18 object to the Settlement. If a Class Member submits both a Request for
19 Exclusion and a Notice of Objection, the Request for Exclusion will be valid
20 and the Notice of Objection will be invalid.
- 21 e) The Settlement Administrator shall send all Notices of Objection it receives to
22 Class Counsel and Defense Counsel promptly. Class Counsel will be
23 responsible for filing any such objections with the Court before the final
24 approval hearing. Plaintiff and/or Defendant may file oppositions to any
25 Notices of Objection no later than 10 calendar days before the date of the final
26 approval hearing.
- 27 f) Aggrieved Individuals cannot object to the settlement of the PAGA Released
28 Claims. Class Members who are also Aggrieved Individuals cannot object to

1 the settlement of the PAGA Released Claims. Any such objections by
2 Aggrieved Individuals or by Class Members who are Aggrieved Individuals
3 shall be deemed invalid.

4 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
5 Plaintiff, Class Counsel or Class Members arising from or related to any
6 objection to the Settlement Agreement or related to any appeals thereof.

7 M. Funding and Allocation of the Maximum Settlement Amount. This is an all-in and non-
8 reversionary settlement in which Defendant is required to pay the entirety of the
9 Maximum Settlement Amount. No amount of the Maximum Settlement Fund will revert
10 to Defendant. Upon satisfaction of the preconditions described in this Settlement and
11 pursuant to the timeline and instructions below, Defendant will deposit the Maximum
12 Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the
13 Settlement Administrator.

14 1. Funding Due Date. No later than 21 calendar days after the Effective Date,
15 Defendant shall provide the Maximum Settlement Amount ~~(less the amount already~~
16 ~~paid as part of the Pick-Up Stix Payment)~~ to the Settlement Administrator to fund
17 the Settlement as set forth in this Agreement.

18 2. Payments to Settlement Class Members and Aggrieved Individuals.

19 a) Calculation of Individual Settlement Payments. Every Settlement Class
20 Member is entitled to an Individual Settlement Payment without the need to
21 submit a claim form. Individual Settlement Payments shall be paid from the
22 Net Settlement Amount and shall be paid under the formula set forth in this
23 Stipulation.

24 (1) Using the Class Data, the Settlement Administrator will calculate the
25 total number of Qualified Inspections for all Settlement Class Members.
26 The number of Qualified Inspections for each Settlement Class Member
27 then will be divided by the total number of Qualified Inspections for all
28 Settlement Class Members. The result of that division will be the

1 “Payment Ratio” for each Settlement Class Member. Each Settlement
2 Class Member’s Payment Ratio then will be multiplied by the Net
3 Settlement Amount to calculate that Settlement Class Member’s share of
4 the Net Settlement Amount, except no gross Individual Settlement
5 Payment will be less than \$25. A share of the Net Settlement Amount
6 will be provided only to those individuals who satisfy the definition of
7 Settlement Class Members, *i.e.*, Class Members who do not submit a
8 timely and valid Request for Exclusion.

9 (2) The Parties recognize and agree that the formula provided in this
10 Stipulation for allocating the Net Settlement Amount to be paid to the
11 Settlement Class Members is reasonable and designed to provide a fair
12 settlement to the Settlement Class Members.

13 b) Calculation of Individual PAGA Payments: Using the Aggrieved Individual
14 Data, the Settlement Administrator will calculate the total number of
15 Qualified Pay Periods for all Aggrieved Individuals. The number of Qualified
16 Pay Periods for each Aggrieved Employee then will be divided by the total
17 number of Qualified Pay Periods for all Aggrieved Individuals. The result of
18 that division will be the Payment Ratio for each Aggrieved Individual. Each
19 Aggrieved Individual’s Payment Ratio then will be multiplied by the \$6,250
20 portion of the PAGA Payment that is allocated for distribution to the
21 Aggrieved Individuals to calculate each Aggrieved Individual’s respective
22 PAGA Payment.

23 c) Tax Allocation. The Parties recognize that the settlement amounts to be paid
24 to Settlement Class Members are ~~for~~ not for the payment of wages but are
25 amounts paid for the reimbursement of expenses, interest, and penalties.
26 Therefore, no payroll taxes will be deducted from any settlement amounts
27 paid to Settlement Class Members. For tax purposes, Individual PAGA
28 Payments shall be allocated and treated as 100% penalties. The Settlement

1 Administrator will be responsible for issuing and mailing all required IRS
2 Form 1099s.

3 d) Mailing. The Individual Settlement Payments and Individual PAGA
4 Payments shall be mailed by regular First Class U.S. Mail to Settlement Class
5 Members' and Aggrieved Individuals' last known mailing addresses no later
6 than 42 calendar days after the Effective Date.

7 e) Uncashed Checks. All checks issued to Settlement Class Members shall
8 remain valid and negotiable for 180 calendar days from the date of their
9 issuance. In the event any Individual Settlement Payment or Individual
10 PAGA Payment settlement checks have not been cashed by the check cashing
11 deadline, upon Court approval, the Settlement Administrator shall tender to
12 the funds represented by any such uncashed checks to St. Jude's Children's
13 Research Hospital.

14 3. Class Representative Incentive Award/General Release Payment.

15 a) Plaintiff will apply for a Class Representative Incentive Award/General
16 Release Payment of up to \$10,000 for her time, effort, and risk in bringing and
17 prosecuting this Action. The Class Representative Incentive Award/General
18 Release Payment shall be in addition to Plaintiff's Individual Settlement
19 Payment and Individual PAGA Payment.

20 b) The Settlement Administrator shall pay the Class Representative Incentive
21 Awards/General Release Payment to Plaintiff from the Maximum Settlement
22 Amount no later than 42 calendar days after the Effective Date. Any portion
23 of the requested Class Representative Incentive Award/General Release
24 Payment that is not awarded to the Class Representative shall become part of
25 the Net Settlement Amount.

26 c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to
27 Plaintiff for her Class Representative Incentive Award/General Release
28 Payment. Plaintiff shall be solely and legally responsible to pay all applicable

1 taxes on the Class Representative Incentive Awards/General Release Payment
2 and Plaintiff shall hold Defendant and the Released Parties harmless from any
3 claim or liability for taxes, penalties, or interest arising because of Plaintiff's
4 Class Representative Incentive Award/General Release Payment.

- 5 d) If the Court reduces or does not approve the requested Class Representative
6 Incentive Award/General Release Payment, Plaintiff shall not have the right to
7 revoke this Settlement Agreement, and it will remain binding, nor will
8 Plaintiff seek, request, or demand an increase in the Maximum Settlement
9 Amount on that basis.

10 4. Class Counsel Award.

- 11 a) In consideration for settling the Action and in exchange for the release of the
12 Released Parties for all Released Claims and for the resolution of the PAGA
13 Released Claims, Class Counsel intends to apply for an award of attorneys'
14 fees not to exceed one-third (33.33%) of the Maximum Settlement Amount
15 (i.e., \$~~311,833,316,667~~ of the \$~~935,500,950,000~~ Maximum Settlement
16 Amount), plus actual costs and litigation expenses estimated not to exceed
17 \$75,000.

- 18 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
19 Individuals will not apply to the Court for any payment of attorneys' fees and
20 costs that are in addition to the foregoing. The Parties agree that, over and
21 above the Court-approved Class Counsel Award, each of the Parties, including
22 each Settlement Class Member and Aggrieved Individual, shall bear his, her
23 or its own fees and costs, including, but not limited to, those related to the
24 investigation, filing, prosecution, or settlement of the Action; the negotiation,
25 execution, or implementation of this Agreement; and/or the process of
26 obtaining, administering, or challenging a Preliminary Approval Order and/or
27 Final Approval Order and Judgment.

- 1 c) Any portion of the requested Class Counsel Award that is not awarded to
2 Class Counsel shall be part of the Net Settlement Amount and shall be
3 distributed to Settlement Class Members as provided in this Agreement.
- 4 d) The Settlement Administrator shall pay the Class Counsel Award to Class
5 Counsel from the Maximum Settlement Amount no later than 42 calendar
6 days after the Effective Date.
- 7 e) Class Counsel shall be solely and legally responsible to pay all applicable
8 taxes on the payment made pursuant to this Paragraph III.M.4. The
9 Settlement Administrator shall issue an IRS Form 1099-MISC to Class
10 Counsel for the payments made pursuant to this Paragraph.
- 11 f) In the event that the Court reduces or does not approve the requested Class
12 Counsel Award, Plaintiff and Class Counsel shall not have the right to modify
13 or revoke the Settlement, or to appeal such order, and the Settlement will
14 remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or
15 demand an increase in the Maximum Settlement Amount on that basis.

16 5. PAGA Payment. \$25,000 shall be allocated from the Maximum Settlement
17 Amount for settlement and release of claims for civil penalties under PAGA, i.e.,
18 the “PAGA Payment.” The Settlement Administrator shall pay 75% of that
19 \$25,000 payment, i.e., \$18,750, to the LWDA (the “LWDA Payment”) and the
20 remaining 25% of that \$25,000 payment, i.e., \$6,250, to the Aggrieved Individuals
21 according to the formula described in Paragraph III.M.2.(b). The payment shall be
22 made no later than 42 calendar days after the Effective Date. Class Counsel will
23 take all action required by California Labor Code § 2699(l).

24 6. Settlement Administration Costs. The Settlement Administrator shall be paid from
25 the Maximum Settlement Amount for the costs of administration of the Settlement.
26 The Settlement Administrator has agreed to a fee not to exceed \$10,000. The
27 Settlement Administrator shall be paid for the settlement administration costs no
28

1 later than 42 calendar days after Defendant provides funds to the Settlement
2 Administrator for disbursement under this Agreement.

3 N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
4 accomplish the terms of this Settlement Agreement, including but not limited to
5 executing the necessary documents and taking such other action as reasonably may be
6 necessary to implement the terms of this Settlement Agreement. As soon as practicable
7 after executing this Settlement Agreement, Class Counsel shall, with the assistance and
8 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the
9 Court's Preliminary and Final Approval of this Settlement Agreement. The Parties also
10 agree to cooperate in the settlement administration process. The Parties each represent
11 they do not have any financial interest in the Settlement Administrator or otherwise have
12 a relationship with the Settlement Administrator that could create a conflict of interest.
13 Class Counsel also will notify Defense Counsel if subpoenaed or upon receipt of any
14 other request for documents or information regarding any other action filed or potential
15 action against the Released Parties that covers or includes any Settlement Class Members
16 and the Released Claims or any Aggrieved Individuals and the PAGA Released Claims.

17 O. Preliminary Approval Motion. Plaintiff will file a motion to request preliminary approval
18 of the settlement, entry of a Preliminary Approval Order for preliminary approval of the
19 proposed Agreement, and the setting of a date for a final-approval hearing. The
20 Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
21 Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction
22 with the preliminary approval motion, Plaintiff shall submit this Agreement, which sets
23 forth the terms of this settlement, and will include the proposed Notice of Class and
24 PAGA Action Settlement.

25 P. Final Approval Motion. No later than 16 court days before the final approval hearing,
26 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class
27 Representative Incentive Award/General Release Payment, Class Counsel Award, and
28

1 Settlement Administration Costs. Plaintiff shall provide a courtesy draft of those motion
2 papers to Defense Counsel at least five calendar days before filing the documents.

3 1. Declaration by Settlement Administrator. The Settlement Administrator shall
4 submit a declaration in support of Plaintiff's Motion for Final Approval of this
5 Settlement. That declaration shall detail the number of Notices of Class and PAGA
6 Action Settlement mailed and re-mailed to Class Members, the number of
7 undeliverable Notices of Class and PAGA Action Settlement, the number of timely
8 Requests for Exclusion, the number of Notices of Objection received, the amount of
9 the average Individual Settlement Payment, the average Individual PAGA Payment,
10 the settlement administration costs, and any other information that the Parties
11 mutually agree to include or that the Court orders the Settlement Administrator to
12 provide.

13 2. Final Approval Order and Judgment. The Parties shall present a proposed Final
14 Approval Order and Judgment to the Court, consistent with the terms and
15 conditions of this Agreement, for the Court's approval and judgment thereon.

16 Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this
17 Agreement if, after the Response Deadline, the number of Class Members who have
18 submitted timely and valid written Requests for Exclusion equals at least 10% of all Class
19 Members. If Defendant exercises the option to terminate this Agreement, (a) Defendant
20 shall provide written notice to Class Counsel within 15 calendar days after the Response
21 Deadline, at which time this Agreement shall be void ab initio, (b) Defendant shall pay
22 all settlement administration costs incurred up through that date and/or as a result of the
23 termination, and (c) the Parties shall proceed in all respects as if this Agreement had not
24 been executed.

25 R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the
26 Court, the Parties agree to stay all proceedings in the Action, except such proceedings as
27 are necessary or desirable to implement and complete the Settlement.
28

1 S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary
2 approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court
3 does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does
4 not become final for any other reason, this Agreement shall be null and void and any
5 order or judgment entered by the Court in furtherance of this Settlement shall be treated
6 as void from the beginning. In such a case, the Parties shall be returned to their
7 respective statuses as of the date and time immediately before the execution of this
8 Agreement, and the Parties shall proceed in all respects as if this Agreement had not been
9 executed, except that any costs already incurred by the Settlement Administrator shall be
10 paid by equal apportionment among the Parties, except as otherwise specified in
11 Paragraph III.S. If an appeal is filed from the Court's final judgment, or any other
12 appellate review is sought, administration of the Settlement shall be stayed pending final
13 resolution of the appeal or other appellate review. In that event, within 30 calendar days
14 of that notification, the Parties shall pay any costs by equal apportionment that were
15 incurred by the Settlement Administrator before it was notified of the filing of an appeal
16 from the Court's final judgment or of any other appellate review.

17 T. Headings. The descriptive headings of any paragraphs or sections of this Agreement are
18 inserted for convenience of reference only and do not constitute a part of this Agreement.

19 U. Amendment or Modification. This Agreement may be amended or modified only by a
20 written instrument that: (1) is signed by counsel for all Parties or their successors-in-
21 interest; (2) is signed by the Parties or their successors-in-interest; and (3) if the Court's
22 approval is required, is as approved by the Court.

23 V. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
24 Agreement among these Parties.

25 W. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
26 represent that they are expressly authorized by the Parties whom they represent to
27 negotiate this Agreement, to take all appropriate actions required or permitted to be taken
28 by those Parties under this Agreement to effectuate its terms, and to execute any other

documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned or transferred to any third-party or encumbered any claim, or part of a claim, demand, cause of action or any rights herein released and discharged or covered by this Agreement.

X. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties to this Agreement, including the Settlement Class Members and the LWDA.

Y. California Law Governs. All terms of this Agreement and its Exhibits and any disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Z. Counterparts. This Agreement may be executed in one or more counterparts and may be electronically signed. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

AA. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to be a fair, adequate, and reasonable settlement of this Action and have arrived at this Agreement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

BB. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith. The Parties to this Agreement and their counsel submit to the jurisdiction of the Court for purposes of

1 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
2 all orders and judgments entered in connection with this Agreement.

3 CC. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
4 invalid, the Court first shall attempt to construe that provision as valid to the fullest
5 extent possible consistent with applicable precedents so as to hold all provisions of this
6 Agreement valid and enforceable.

7 DD. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms
8 of this Agreement, the Parties: (1) agree to waive all appeals from any orders of the Court
9 before final approval of the Settlement; and (2) further agree to waive all appeals from
10 the Court's final approval of the Settlement.

11 EE. Confidentiality of Documents. After the expiration of any appeals period, Plaintiff, the
12 Settlement Administrator, and Class Counsel shall maintain the confidentiality of all
13 settlement-related documents and other information obtained from the other Party in the
14 Action, unless necessary for appeal or such documents are ordered to be disclosed by the
15 Court or by a subpoena.

16 FF. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the
17 Released Claims and the PAGA Released Claims have merit and give rise to liability on
18 Defendant's part. Defendant has asserted and continues to assert that the Released
19 Claims and the PAGA Released Claims have no merit and do not give rise to liability.
20 This Agreement is a compromise of disputed claims. Nothing contained in this
21 Agreement, no documents referred to in this Agreement and no action taken to carry out
22 this Agreement may be construed or used as an admission by or against the Defendant or
23 Plaintiff or Class Counsel as to the merits or lack of merit of the claims asserted.
24 Moreover, nothing contained in this Agreement is a waiver as to any positions, remedies,
25 or other rights of enforcement related to any claims or events not expressly resolved
26 herein.

27
28 By signing below, the Parties indicate their approval of the form of this Settlement

1 Agreement and its exhibits.

2
3 IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement
4 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
5 and year set forth below.

6 **IT IS SO AGREED:**

7
8 DATED: _____, 2025

**NATIONAL INSURANCE INSPECTION
SERVICES, INC.**

11 By: _____

12
13 DATED: _____, 2025

CARLA COLLINS

16 By: _____

17 **APPROVED AS TO FORM:**

18
19
20 DATED: _____, 2025

KELLER GROVER LLP

22 By: _____

23 ERIC A. GROVER
24 ROBERT W. SPENCER

25 Attorneys for Plaintiff
26 CARLA COLLINS
27
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DATED: _____, 2025

**DAVENPORT GERSTNER & MCCLURE,
APC**

By: _____
JEFFREY G. MCCLURE
ANNE KELSON HUMMEL

Attorneys for Defendant
National Insurance Inspection Services, Inc.

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
Collins v. National Insurance Inspection Services, Inc.
Case No. 20STCV15619

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

This class and PAGA action settlement will affect your rights if you worked as a real property inspector in California who contracted with National Insurance Inspection Services, Inc. at any time during the period from and including April 22, 2016 through January 22, 2025.

- Former real property inspector Carla Collins ("Class Representative" or "Plaintiff") sued National Insurance Inspection Services, Inc. ("NIIS" or "Defendant") on behalf of herself and current and former real property inspectors in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for aggrieved individuals under the California Private Attorneys General Act of 2004 ("PAGA").
- Plaintiff and Defendant have entered a settlement agreement ("Settlement") that settles the Class and PAGA claims brought by the Class Representative on behalf of the current and former real property inspectors who performed inspections in California for NIIS during the period from and including April 22, 2016 through January 22, 2025. The Court has preliminarily approved the Settlement.
- If you performed real property inspections in California for NIIS at any time during the period from and including April 22, 2016 through May 30, 2024 and did not previously sign an individual release of claims [that covers that entire period](#), you are a class member ("Class Member"). If you qualify as a Class Member, you could receive money from the Settlement.
- If you performed real property inspections in California for NIIS at any time during the period from and including April 16, 2019 through January 22, 2025, you are considered an "Aggrieved Individual" under PAGA portion of the Settlement. If you qualify as an Aggrieved Individual, you will receive money from the Settlement of the PAGA claim.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you qualify as a Class Member and do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against NIIS, as explained below. NOTE: Aggrieved Individual may not opt out of the PAGA portion of the Settlement.
OBJECT	If you qualify as a Class Member, write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your

	objection. If the Court approves the settlement, you will receive a Settlement payment.
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HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on NIIS' records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Inspections performed during the Class Period: _____. NOTE: If you only worked for NIIS in California on or after ~~April 1~~ <u>June 1</u> , 2024, you are not a Class Member entitled to an Individual Settlement Payment related to the settlement of the class claims.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on NIIS' records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____. NOTE: If you only worked for NIIS in California prior to April 16, 2019, you are not an Aggrieved Individual entitled to a PAGA Payment related to the settlement of the PAGA claims.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Individuals.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you performed real property inspections in California for NIIS during the period from and including April 22, 2016 through January 22, 2025. You received this Notice because you have a right to know about a proposed settlement of a class and PAGA action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed a putative class action lawsuit on April 22, 2020 in Los Angeles County Superior Court (the "lawsuit") asserting causes of action against Defendant on a class-wide and PAGA representative basis for Defendant's alleged misclassification of real property inspectors as independent contractors and claims for: (1) failure to pay meal period premiums; (2) failure to pay rest period premiums; (3) failure to pay minimum wages; (4) failure to pay all wages owed upon separation of employment; (5) failure to timely pay wages during employment; (6) failure to reimburse business expenses; (7) unfair business practices; and (8) civil penalties under the PAGA.

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

WHAT IS THE CASE STATUS?

In January 2024, the Court decided that Plaintiff's claims could proceed on a class-wide basis. Following that decision, the parties agreed to a settlement after mediation using a neutral third-party mediator. The certified class claims and the PAGA claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement are fair and reasonable in light of the strengths and weaknesses of the claims and other factors.

The Court has not ruled on the merits of Plaintiff's claims. NIIS denies all of Plaintiff's allegations, or that it violated any law, and contends that at all times it complied with federal, state, and local laws. The Settlement is not an admission by NIIS of any wrongdoing or an indication that any law was violated.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who performed real property inspections in California for NIIS at any time during the period from and including April 22, 2016 through May 30, 2024 [and did not sign a release agreement that covers that entire period.](#)

A Class Member may also be a member of the group of Aggrieved Individuals, who are defined to include all current and former real property inspectors who performed inspections in California for NIIS at any time during the period from and including April 16, 2019 through January 22, 2025.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it, Defendant will pay a Maximum Settlement Amount of ~~\$935,500.950,000, which includes \$935,500 in new money in addition to the sum of \$14,500 it previously paid to certain real property inspectors that have released their claims.~~ This amount is inclusive of all payments contemplated by the Settlement, including all payments to Class Members, an incentive award to Plaintiff, Class Counsel's attorneys' fees and costs, inspector-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Individuals, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the incentive award to Plaintiff, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Aggrieved Individuals and Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated as follows:

- Individual Settlement Payments: Class Members who do not opt out ("Settlement Class Members") are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately ~~\$503,667,498,833~~. If you qualify as a Class Member, your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the second page of this Notice.
- Class Representative Incentive Award: Plaintiff will request from the Court an award of \$10,000 in recognition of her efforts and the risks in assisting with the prosecution of the lawsuit and in return for executing a General Release of claims against Defendant. This amount will be paid from

the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request that the Court approve up to 33-1/3% of the Maximum Settlement Amount (~~\$311,833,316,667~~ of the ~~\$935,500,950,000~~ settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$75,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Settlement Administration:** The cost of settlement administration shall not exceed \$10,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Settlement Class Members shall remain valid and negotiable for 120 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to St. Jude's Children's Research Hospital.
- The \$25,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Individuals. Therefore, \$18,750 will be distributed to the LWDA and \$6,250 will be distributed to Aggrieved Individuals. If you qualify as an Aggrieved Individual, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you qualify as a Class Member and do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund if the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Inspections from NIIS' records used to calculate it, are listed on the second page of this Notice.

HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Inspections, which is the total number of inspections that you performed in California on behalf of NIIS (based on Defendant's records) during the Class Period (April 22, 2016 through May 30, 2024, inclusive). If you signed a release that covers part of the Class Period, only those inspections you performed during the period not covered by the release will count as Qualified Inspections. Your Qualified Inspections will be divided by the total number of Qualified Inspections for all Settlement Class Members, resulting in your Payment Ratio-Class Member. The Payment Ratio-Class Member then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Inspections stated on page two of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of

Questions? Call <<SETTLEMENT ADMIN PH NO>>

any supporting documents, such as inspection reports. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than [insert same date as objection and opt-out deadline]:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

Facsimile: (*) ***-******

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Real property inspectors who qualify as Aggrieved Individuals also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$6,250) based on your number of Qualified Pay Periods during the PAGA Period, which is April 16, 2019 through January 22, 2025, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Individuals, resulting in your Payment Ratio-Aggrieved Individual. The Payment Ratio-Aggrieved Individual will then be multiplied by \$6,250 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you qualify as a Class Member and/or an Aggrieved Individual and do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and/or your Individual PAGA Payment in one check without any further action needed from you.

To ensure receipt of your settlement payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> in Department 9 of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, to decide whether to approve the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the class. Class Members are therefore advised to check the Court's website or contact the Settlement Administrator to confirm that the date and location has not changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

If you qualify as a Class Member, unless you exclude yourself, you will be considered a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

Released Claims

The “Released Claims” means and includes any and all causes of action, claims, rights, statutory damages, ~~penalties~~, liabilities, expenses, and losses against the Released Parties arising between April 22, 2016 and May 30, 2024, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business & Professions Code §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

“Released Parties” shall mean Defendant National Insurance Inspection Services, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all any and all claims for civil penalties under PAGA based on the labor code violations alleged in each and every PAGA notice sent by Plaintiff to the LWDA as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you qualify as a Class Member and do not wish to participate in the Class Settlement, you may exclude yourself (generally called “opting out”) by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must: (a) be in writing; (b) state your name, address, and the last four digits of your social security number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Collins v. NIIS*.”

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (***) ***-****

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against NIIS. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Individuals in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, inspectors may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Individual, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you qualify as a Class Member and wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Incentive Award, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of your Social Security number; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than **<<Date>>** [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for **<<date>>** in Department 9 of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number. You may also access the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Room 255, Los Angeles, California 90012. You may also pay to review documents online by accessing the Los Angeles County Superior Court online case access portal at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and enter the case number "20STCV15619."

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover

eagrover@kellergrover.com

Robert W. Spencer

rspencer@kellergrover.com

KELLER GROVER LLP

1965 Market Street

San Francisco, California 94103

Telephone: (415) 543-1305

Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) ____.

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

Questions? Call <<SETTLEMENT ADMIN PH NO>>

EXHIBIT G

07/10/2025

David W. Stoyke, Executive Officer/Clerk of Court

By: R. Arraiga Deputy

**MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT CHECKLIST ORDER**

LOS ANGELES SUPERIOR COURT, COMPLEX CIVIL DEPARTMENT

Department: SSC-9

Hon. Elaine Lu

RE: Collins v. National Insurance Inspection Services, Inc. (Case No. 20STCV15619)

In reviewing your Motion for Preliminary Approval of Class Action Settlement, the Court orders further briefing on the items checked below.

The additional briefing shall be due by **August 11, 2025**. Note: if the briefing is **not** filed by said date the hearing will be placed off calendar. Your hearing date set for July , 2025, is **CONTINUED** to the first available date of **September 4, 2025, at 10:00 a.m.** in Department 9.

This checklist provides direction on what information and argument the court requires to grant a motion for preliminary approval of a class action settlement. All parties are urged to carefully review the checklist and fully comply with each item that applies to the case in order that the motion may be promptly ruled upon. The content of the motion should follow the same order as this checklist, as that is how the judge and research attorney review the motion.

You should also consider using the form wage and hour settlement agreements now available on the court's website at <https://www.lacourt.org/forms/all> – "Civil Forms" section. With input and unanimous consensus from an Ad Hoc Wage and Hour Committee (chaired by Judge Hogue and Judge Cunningham and comprised of 8 plaintiff's attorneys and 8 defense attorneys), the court has posted: (1) [a form class action settlement agreement](#), (2) [a form class action/PAGA settlement agreement](#), (3) and [a form PAGA settlement agreement](#). Using these forms should cut down on attorney negotiation time and reduce the lag time between a successful mediation and execution of a long form agreement. Filing a motion that is based on a form agreement and includes a redlined copy identifying modifications will also expedite the court's review process and help reduce the current backlog on hearings. These forms are encouraged but entirely optional.

I. MOVING PAPERS (Motion and Declarations)

All facts submitted for the court to consider must be provided in the form of a declaration or other admissible evidence. The court will not consider facts stated only in the motion.

A. Introductory Information

☐ Summary of the litigation, including identity of the parties, brief procedural history, claims asserted, and general factual basis for the claims.

B. Dunk/Kullar Analysis

☐ Summary of the case, including the legal and factual basis for each claim. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133 (*Kullar*); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)

☐ Summary of the investigation and discovery conducted, including the specific documents reviewed prior to agreeing to settle the case. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, as modified Sept. 30, 1996 (*Dunk*).) If counsel's analysis was informed by a data sample, show that the sample is statistically reliable.

☐ Summary of settlement negotiations, including when the settlement was reached, and whether the parties were assisted by a mediator. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

☐ A summary of the risks, expenses, complexity, and duration of further litigation if the settlement is not approved.

☐ A summary of the risks of achieving and maintaining class action status.

☐ Specific information sufficient for the court to make an independent determination that the consideration being received for the release of class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar, supra*, 168 Cal.App.4th at 129.) This discussion should specify the maximum realistic recovery of each claim asserted in the operative complaint, defenses asserted by Defendant, and any other relevant factors justifying the amount offered in settlement. If the settlement is predicated on a payment plan or is predicated on defendant's financial situation, admissible evidence of Defendant's financial situation should be provided, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like.

☐ If approval of the settlement of class claims is requested together with approval of non-class claims (such as claims under the Labor Code's Private Attorney General Act (PAGA)) discuss why the amount allocated to the non-class claims is fair to those affected. See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 (*Moniz*).

C. Class Certification

☐ Numerosity: Total number of members in the settlement class and number of members in each sub-class (if applicable).

☐ Ascertainability: The manner by which members of the class will be identified and when. (*Noel v. Thrifty Payless* (2019) 7 Cal.5th 955.)

☐ Community of Interest: Discuss specific facts showing that the proposed class representatives have claims or defenses typical of the class and can adequately represent the class. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

☐ Adequacy:

Class Counsel: A summary of Class Counsels' experience and a listing of all prior cases in which each named Class Counsel has been approved by a court to act as lead or co-counsel. (See *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

Class Representative(s): Provide evidence that each proposed class representative has agreed to act as same and understands his or her responsibilities. (See *Soderstedt v. CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155-156; *Jones v. Farmers Ins. Exchange* (2013) 221 Cal.App.4th 986, 998-999).

D. Claim Requirement (if applicable)

☐ If class members are required to submit a claim to receive compensation, explain why a claim form is necessary and either 1) provide an estimate of the anticipated claims rate or 2) provide an explanation why a claims rate cannot be provided.

☐ Provide a detailed explanation why a "claims made" settlement is appropriate in this case.

☐ Indicate what actions class counsel will take to encourage claim submission.

☐ Explain why the claims process is not so burdensome that relief would be inaccessible to class members (if applicable).

E. Miscellaneous

☒ **The maximum settlement amount of \$950,000 is a common fund of \$935,500 plus a credit of \$14,500, which Defendant already paid to 29 class members at \$500 each [\$14,500/29]. According to the settlement, these 29 class members who received \$500 each will also be eligible to receive individual settlement payments under this agreement without any offset. Class member payments will average \$887.67 each [\$505.083/569]. The Settlement Agreement provides that attorney's fees are calculated as one-third of this total fund of \$950,000, including the credited payment of \$14,500.**

However, the common fund available to class members covered by the Settlement Agreement is essentially only \$935,500, which appears to mean that class members in this settlement who didn't already receive a prior release payment will be receiving a smaller payment amount than the 29 class members who will be collecting an average \$887.67, plus the \$500 they already received. Further, the \$500

these 29 class members received had no portion removed for class counsel attorney fees, whereas the class as a whole is expected to bear the burden of the share of attorneys' fees from Defendant's payments to these 29 class members.

Counsel should brief further as to why this is fair to the class as a whole, particularly those who did not receive a prior release payment. Why doesn't this create a conflict of interest between class members?

The Court recommends that the 29 class members who received prior release payments have their prior payments offset against their individual settlement calculation. (For example, if they would be received \$880 under this settlement, but already received \$500 from Defendant, their total payment under this settlement would equal \$380 [\$880 - \$500 offset]. Counsel may provide briefing as to alternative recommendations to fairly compensating the class as a whole.

Further, what entitles Counsel to a one-third share of common fund in addition to the share of these credited payments? The Court will decide the issue of attorney fees at the time of final approval.

☐ If appropriate, explain why the settlement includes terms that are outside the scope of the operative complaint. (*Trotsky v. Los Angeles Fed. Savings & Loan Assn.* (1975) 48 Cal.App.3d 134, 148.) If approval of settlement of a PAGA claim is requested provide a copy of Plaintiff's notice letter to the LWDA.

☐ If notice will be given in English only, explain why this is sufficient.

☐ A statement of any affirmative obligations to be undertaken by the class member or class counsel and the reason for such obligations.

☐ Provide information regarding any fee splitting agreement and whether the client has given written approval. (*Mark v. Spencer* (2008) 166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769.)

☐ Any agreement that has injunctive relief against a class representative generally is not appropriate in a class action case. Provide the authority and factual reasons why this case is an exception. See *Moniz, supra*, 72 Cal.App.5th at 84. ("[T]he preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it." (*Fireside Bank Cases* (2010) 187 Cal.App.4th 1120, 1131 [115 Cal. Rptr. 3d 80].))

☐ Explanation as to why any class representative enhancement is reasonable, including what the class representative did beyond the expected services of any class representative. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Radcliffe v. Experian Information Solutions Inc.* (9th Cir. 2013) 715 F.3d 1157, 1165.) In PAGA settlements explanation should be provided as to why an incentive award is appropriate.

☒ The proposed \$10,000 Enhancement Payment for the Plaintiff is quite high. Please be aware that the Court commonly awards an enhancement award of no more than \$7,500 at final approval, absent substantial justification. Please provide justification, such as extraordinary hours of work that Plaintiff dedicated to prosecuting this action and identify the work performed. The Court will decide the issue of the enhancement awards at the time of final approval.

SETTLEMENT AGREEMENT

The settlement agreement should address the following:

A. The Basics

- ☐ Class definition. If a PAGA representative action is settled with a proposed Class Settlement consider whether there should be separate definitions for Class Members and Aggrieved Employees.
- ☐ Class and Release Period: If the class and release periods extend beyond the preliminary approval explain why this is appropriate.

B. Release of Claims

- ☐ Scope: The scope of any release given by class members must be defined with precision and clarity. Any released claims not presented directly in the operative complaint should be based on the facts alleged in the operative complaint. (See *Amaro v. Anaheim Arena Mgmt.* (2021) 69 Cal. App. 5th 521, 537 and FN. 5; *Uribe v. Crown Building Maintenance Co.* 70 Cal. App. 5th 986, 1005.)

☒ The release in section I.LL is overbroad as it includes “penalties” which is broad enough to include claims for PAGA or PAGA penalties. The reference to “penalties” should be removed. Ensure that the notice is modified to match any alterations to the Settlement Agreement.

- ☐ Class cases which include a PAGA claim should have a separate release for the PAGA claim tied to the facts alleged in the notice given to the LWDA. *Id.*
- ☐ If PAGA and Class Settlement: The Release and Notice should provide an explanation that released claims include all PAGA claims that could have been premised on the facts alleged in the Plaintiff’s LWDA Letter and aggrieved employees will release PAGA claims even if class members request exclusion from the class. See *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476.
- ☐ A Civil Code section 1542 waiver is generally not appropriate in a class action case as to the putative class members (if applicable). Provide the authority and factual reasons

why this case is an exception. (*Israel-Curley v. California Fair Plan* (2005) 126 Cal.App.4th 123, 129; *Salehi v. Surfside III Condominium Owners' Assn.* (2011) 200 Cal.App.4th 1146, 1159–1161.)

☒ Release Effective Date: Add language to ensure that the releases only occur when Defendant fully funds the settlement.

☐ Class Data: If there are confidentiality provisions, explain why they are in the best interest of the Class and whether they will impede Class Counsel's ability to discharge fiduciary duties.

C. Monetary Terms of Settlement

☐ Settlement Amount: Indicate the amount of the gross settlement, how and when the settlement will be paid, and information regarding payment plan, if any. If a class claim is being settled with a PAGA claim the amounts allocated should be separated and paid only to the aggrieved employees.

☐ Deductions from the settlement fund: Indicate the amounts to be deducted from the gross settlement for attorneys' fees and costs, plaintiff incentive awards, administrative costs, PAGA payment and allocation of award to LWDA and the parties, and any other existing deductions.

☐ If there are subclasses, explain why the monetary distribution is fair to each subclass. Ensure there is a class representative who fits the definition of each subclass.

☐ Information about how attorney fees will be calculated. The percentage method, with or without a lodestar cross-check, may be used in common fund cases. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503.) In other cases, counsel should fully brief how the fees are calculated.

☒ If wages are involved, explain how Defendant's share of taxes will be paid. It appears Defendants will not pay any share of taxes separate from the MSA as settlement payments will be allocated as either reimbursement of expenses, interest, and penalties. (§III.M.2.c) Confirm whether this is correct, and whether class members' payments will be subject to any payroll taxes, and if so, which party/parties' share(s) of payroll taxes.

☐ Whether, and under what circumstances, amounts may revert to Defendant, and a justification for such reversion (if applicable). (*Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 728–729.)

☐ Payment Formula: Amount and manner of distribution of the compensation to each class member, including the estimated amount each class member will receive and the timeline on which payments will be issued.

- ☐ Tax allocation of settlement payments.
- ☐ Nature of injunctive relief (if any), and valuation of such relief.

D. Notice Administration

The following issues regarding notice administration should be addressed in the settlement agreement. A copy of the proposed notice must be attached to the settlement agreement as an exhibit.

- ☐ Indicate the administrator for the settlement and why the bid for administration is fair.
- ☐ Provide the qualifications and experience of the Administrator, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.
- ☐ Indicate how/when the administrator will receive the class list.
- ☐ Indicate whether the list will be updated by the administrator prior to the initial mailing by use of National Change of Address Registry.
- ☐ Provide the deadline for the initial issuance of notice to class members.
- ☐ Ensure the content of the notice complies with California Rules of Court, rule 3.766(d). In wage and hour cases the notice should indicate the specific amount the class member will receive and how that amount was calculated. A separate breakdown for PAGA payments should be provided. The terms of the release(s) should be reflected in the Notice.
- ☐ Ensure the notice accurately reflects the Court's current social distancing procedures for attendance at hearings and review of court files. (Counsel should check the Court website for most current information.)
- ☐ Indicate how and when payments will be processed.
- ☐ Indicate how notices returned to the administrator as undeliverable will be handled.
- ☐ Explain how re-mailed notices, if any, will be handled. Will class members who receive re-mailed notices be given an extended deadline to respond (i.e., opt-out, object, and dispute workweeks)?
- ☐ Explain how notice of any change of the date or location of the will hearing be given.
- ☐ Indicate whether there will be a settlement website. If so, provide the URL.

☐ If publication notice will be given indicate the timing, locations, and manner by which publication notice will be disseminated.

☒ **Explain in the Settlement how notice of final judgment will be given to the class. (Cal. Rules of Court, rule 3.771(b)) (e.g. Posted on administrator's website.)**

E. Responses to Notice

☐ Description of the procedures for submitting written objections, requests for exclusion, claim forms (if applicable) and disputes to estimated payments.

☐ Indicate the deadline to submit objections, requests for exclusion, claim forms (if applicable), and/or disputes to workweeks. Confirm the deadline is reasonable and that class members who receive re-mailed notices will be given an extension.

☐ The objection procedure should be the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator and not filed with the court.

☐ Do not include language indicating that class members may only be heard at final approval if they have complied with all objection procedures or that they must use specific language to request exclusion, or, if a specific procedure is sought, explain why it is necessary. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection.

F. Cy Pres Distribution

☐ Indicate the length of time from issuance for which settlement checks will remain valid.

☐ Identify the fund to which uncashed checks will be directed and detail the steps that will be taken to ensure compliance with Code of Civil Procedure section 384. The Court's Omnibus Trailer Bill of 2018 replaced the language of the prior statutory distribution scheme under Code of Civil Procedure, section 384 with a requirement that the Court re-open judgments following the final distribution of funds to include the cy pres in the judgment and to include the unclaimed amount, plus an unspecified amount of interest. Such information should be actively contemplated/provided for within the current terms of the settlement.

☐ Explain why the cy pres distribution fills the purposes of the lawsuit or is otherwise appropriate. (*State of California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 722; *Nachshin v. AOL, Inc.* (9th Cir. 2011) 663 F.3d 1034, 1038–1041; *Dennis v. Kellogg Co.* (9th Cir. 2012) 697 F.3d 858, 865; Code Civ. Proc., § 384.)

☒ **Provide declarations disclosing the interest or involvement (or lack thereof) by any counsel or party in the governance or work of the cy pres recipient.**

G. MISCELLANEOUS

☐ Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement has been signed by all parties and counsel. Carefully proofread both.

☒ **Why does the notice state, “If you only worked for NIIS in California on or after April 1, 2024, you are not a Class Member entitled to an Individual Settlement Payment related to the settlement of the class claims,” when the class period ends on May 30, 2024? There is an inconsistency in these dates.**

☐ The Settlement Agreement and paperwork derivative thereof should not suggest that the end result of court approval will be dismissal of the Action with prejudice or entry of a Final Judgment and Order dismissing with prejudice all claims. See California Rules of Court, rule 3.769(h).

III. EXHIBITS TO THE MOTION

☒ **Provide proof of submission of the proposed settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (l)(2).)**

- **This also applies to any further revised versions of the settlement agreement.**

☐ Include a proposed Judgment, which should not include a dismissal or any findings not contained in the Final Approval Order. (Cal. Rules of Court, rule 3.769(h).)

☐ All exhibits should be bookmarked, as set forth in the Presiding Judge’s First Amended General Order of May 3, 2019 re: Electronic Filing, available on the Court website.

If the Settlement Agreement is modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a final version signed by all parties. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms.

Please modify the Class Notice to match any alterations to the Settlement Agreement.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT’S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

Date: July 10, 2025




ELAINE LU
Judge, Los Angeles Superior Court
Elaine Lu / Judge

EXHIBIT H

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Attorneys for Plaintiff CARLA COLLINS
and the certified Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CARLA COLLINS on behalf of herself, and all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION
SERVICES, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No: 20STCV15619

CLASS AND REPRESENTATIVE ACTION

Assigned to
Honorable Elaine Lu, Dept. 9

**[REVISED PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: July 10, 2025
Time: 10:00 a.m.
Dept. 9

Complaint Filed: April 22, 2020
FAC Filed: June 24, 2020
Trial: Not Set

1 Plaintiff Carla Collins (“Class Representative” or “Plaintiff”) and National Insurance
2 Inspection Services, Inc. (“Defendant”) entered an [“Amended Joint Stipulation of Class and](#)
3 [PAGA Action Settlement and Release of Claims”](#) (the [“Amended Stipulation”](#)) which, if
4 approved, would resolve this certified class action. Upon review and consideration of the motion
5 papers submitted by the parties, including the ~~Stipulation~~[Amended Stipulation](#) and all exhibits
6 thereto, the Court determines and orders as follows:

7 1. The Court has jurisdiction over this matter and venue is proper.

8 2. The Court grants provisional certification of the settlement class for
9 settlement purposes only, pursuant to California Code of Civil Procedure Section 382 and
10 California Rule of Court rule 3.763. The settlement Class is defined as follows: “All
11 individuals classified as independent contractors by Defendant who performed inspections in
12 California as real property inspectors at any time between April 22, 2016 and May 30, 2024,
13 inclusive who have not signed release agreements [that cover the entire Class Period](#) or opt-ed out
14 of the Action.” The “Class Period” refers to the period from and including April 22, 2016
15 through May 30, 2024. The settlement Class definition and Class Period are coextensive with
16 the Class certified in the January 12, 2024 Rulings/Orders re: Motion for Class Certification (the
17 “Class Certification Order”).

18 3. The Court finds that the term “Aggrieved Individuals” means all current and
19 former real property inspectors who contracted with Defendant in California at any time or times
20 during the PAGA Period. The PAGA Period is from and including April 16, 2019 through
21 January 22, 2025.

22 4. The Court preliminarily approves the proposed settlement as set forth in the
23 ~~Stipulation~~[Amended Stipulation](#) as within the range of possible final approval.

24 5. The Court reconfirms its appointment of Eric A. Grover and Robert W. Spencer
25 of Keller Grover LLP as Class Counsel.

26 6. The Court reconfirms its appointment of Plaintiff and Class Representative Carla
27 Collins as the Class Representative.

28 7. The Court preliminarily finds, for purposes of this settlement, that the Class

1 Representative and Class Counsel fairly and adequately represent and protect the interests of the
2 absent Class Members.

3 8. The Court approves and appoints Phoenix Settlement Administrators to serve as
4 the Settlement Administrator and directs Phoenix Settlement Administrators to carry out all
5 duties and responsibilities of the Settlement Administrator specified in the ~~Stipulation~~Amended
6 Stipulation.

7 9. Pursuant to California Rules of Court rule 3.769, the Court approves the manner
8 of class notice set forth in the ~~Stipulation~~Amended Stipulation. The Court approves the form and
9 content of the notice form proposed by counsel, specifically the Notice of Class and PAGA
10 Action Settlement (“Notice”), which is attached to the ~~Stipulation~~Amended Stipulation as
11 **Exhibit 1**. The Court finds that the Notice constitutes the best notice practicable under the
12 circumstances and is valid, due and sufficient notice to the Class of the pendency of the action,
13 preliminary certification of the Class, the terms of the settlement, procedures to become a
14 Settlement Class Member (as defined in the ~~Stipulation~~Amended Stipulation), procedures for
15 objecting to the settlement, procedures to opt out of the settlement, and the time and place of the
16 Final Approval Hearing. The proposed manner of class notice satisfies the requirements of due
17 process, and complies with applicable law, including California Code of Civil Procedure Section
18 382 and California Rules of Court rule 3.769.

19 10. No later than 21 calendar days after this Order is entered by the Court, according
20 to the terms set forth in the ~~Stipulation~~Amended Stipulation, Defendant shall provide the
21 Settlement Administrator with all of the following information about each Class member in
22 Excel format (the “Class Data”): (i) each Class Member’s full name; (ii) each Class Member’s
23 last-known address; (iii) each Class Member’s Social Security Number; and (iv) the total number
24 of inspections performed by each Class Member during the Class Period.

25 11. No later than 21 calendar days after this Order is entered by the Court, according
26 to the terms set forth in the ~~Stipulation~~Amended Stipulation, Defendant shall provide the
27 Settlement Administrator with all of the following information about each Aggrieved Individual
28 in Excel format (the “Aggrieved Individual Data”): (i) each Aggrieved Individual’s full name;

(ii) each Aggrieved Individual's last-known address; (iii) each Aggrieved Individual's Social Security Number; and (iv) the total number of payments made to each Aggrieved Individual during the PAGA Period.

12. No later than 14 calendar days after receiving the Class Data and Aggrieved Individual Data from Defendant, the Settlement Administrator shall send Class Members and Aggrieved Individuals the Court-approved Notice by first-class mail to their last known addresses. The Settlement Administrator will perform address updates and verifications as necessary prior to the first mailing.

13. If any Notice is returned as undeliverable, the Settlement Administrator shall perform skip-traces on returned mail and will re-mail the Notices to updated addresses (if any) as soon as possible upon return of the undeliverable Notices.

14. Class Members who wish to receive a settlement payment are not required to submit a claim form.

15. Class Members will have the opportunity, should they disagree with the number of Qualified Inspections stated on their Notice, to provide documentation and/or an explanation to show a different number of inspections performed during the Class Period. 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 the [StipulationAmended](#) [Stipulation](#). The Settlement Administrator's determination of the eligibility for and the amount of any Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

16. Any Class Member who seeks exclusion from the Class must send a signed, written request to be excluded from the settlement ("Request for Exclusion") via mail that must be postmarked no later than 45 calendar days after the date that the Settlement Administrator first mailed the Notice (the "Response Deadline"), as described in the [StipulationAmended](#) [Stipulation](#) section III.L.7. The postmark date on the Request for Exclusion envelope shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted.

1 The Request for Exclusion (1) must contain the name, address, and the last four digits of the
2 Social Security Number of the person requesting exclusion; (2) must be signed by the Class
3 Member; (3) must be postmarked by the Response Deadline and returned to the Settlement
4 Administrator at the specified address; and (4) must contain a typewritten or handwritten notice
5 stating, in substance, as follows: “I wish to opt out of the Settlement of the class action lawsuit
6 entitled *Collins v. NIIS*.”

7 17. Any Class Member who seeks to object to the settlement must send a written
8 statement of objection (“Notice of Objection”), which must be postmarked no later than 45
9 calendar days after the date the Settlement Administrator first mails the Notice to Class Members
10 (the Response Deadline), as described in the ~~Stipulation~~Amended Stipulation section III.L.8. In
11 order for an objection to be complete, the Notice of Objection must be signed by the Class
12 Member and state (1) the case name and number; (2) the name of the Class Member; (3) the
13 address of the Class Member; (4) the last four digits of the Class Member’s Social Security
14 Number; (5) the basis for the objection and any supporting documents; and (6) whether or not the
15 Class Member intends to appear at the final approval hearing. The failure to submit a written
16 objection does not waive a Settlement Class Member’s right to appear and orally object at the
17 final approval hearing.

18 18. Plaintiff shall file the motion for final approval of the proposed class and PAGA
19 action settlement and motion applying for awards of attorneys’ fees and costs, the Class
20 Representative Incentive Award/General Release Payment and settlement administration costs
21 and copies of any objections received by no later than 16 court days prior to the date of the Final
22 Approval Hearing.

23 19. The Final Approval Hearing shall be held on _____, 20265 at _____.m. in
24 Department 9 of the above-entitled Court, located at Spring Street Courthouse, 312 North Spring
25 Street, Los Angeles, California 90012, at which the Court will determine whether the settlement
26 should be finally approved as a fair, reasonable, and adequate to the Class Members; whether the
27 Final Approval Order and Judgment should be entered; whether the PAGA settlement should be
28 approved; whether Class Counsel’s application for attorneys’ fees and expenses should be

1 approved; whether any request for the Class Representative's service award and general release
2 payment should be approved; and whether the request for the payment of administration costs
3 should be approved.

4 20. The Court reserves the right to modify the date of the Final Approval Hearing and
5 related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or
6 continued by Order of the Court without further notice to the Class.

7 21. Pending the final determination of whether the settlement should be approved, all
8 proceedings in the action, except as necessary to implement the settlement or comply with the
9 terms of the ~~Stipulation~~Amended Stipulation or this Order, are hereby stayed.

10 22. In the event the settlement is not finally approved or is terminated, canceled or
11 fails to become effective for any reason, the Parties will be returned to their former positions.

12
13 **IT IS SO ORDERED.**

14
15 Dated: _____, 2025

16 _____
17 HON. ELAINE LU
18 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On August 6, 2025~~July 23, 2025~~, in the case of *Collins v. National Insurance Inspection Services, Inc.* Los Angeles Superior Court Case Number 20STCV15619, I served the foregoing document(s):

[REVISED PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

on the interested party(ies) below, using the following means:

Jeffrey McClure, Esq.
Anne Kelson Hummel, Esq.
DAVENPORT GERSTNER & MCCLURE, APC
2540 Camino Diablo, Suite 200
Walnut Creek California 94597
jeff@laborcounsel.com
akh@laborcounsel.com

Attorneys for Defendant
**NATIONAL INSURANCE
INSPECTION SERVICES, INC.**

☒	(BY ELECTRONIC SERVICE- Case Anywhere) by submitting an electronic version of the documents through the user interface at www.caseanywhere.com and by emailing a word version of the document to the above referenced email addresses.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

JOEY GONZALEZ

EXHIBIT I

JEFFREY G. McCLURE #152974
ANNE KELSON HUMMEL #257851
DAVENPORT GERSTNER & McCLURE
A Professional Corporation
2540 Camino Diablo, Suite 200
Walnut Creek, California 94597
Telephone: (925) 279-3430 Fax: (925) 932-1961

Attorneys for Defendant NATIONAL INSURANCE INSPECTION SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CARLA COLLINS, et. al., Plaintiff, v. NATIONAL INSURANCE INSPECTION SERVICES, INC., et. al. Defendant	Case No: 20STCV15619 DECLARATION OF CURTIS GOLDSBOROUGH REGARDING CY PRES RECIPIENT
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I, Curtis Goldsborough, declare under penalty of perjury as follows,

1. I have personal knowledge of the facts set forth below and if called as a witness I could and would testify competently thereto under oath.

2. I am employed by Defendant National Insurance Inspection Services, Inc. as its President.

3. As set forth in the Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims, Defendant has designated St. Jude's Children's Research Hospital as the cy pres recipient of any uncashed settlement checks.

///

///

1 4. National Insurance Inspection Services, Inc. has no interest or involvement in the
2 governance or work of St. Jude's Children's Research Hospital.

3
4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 DATED: August 5th, 2025

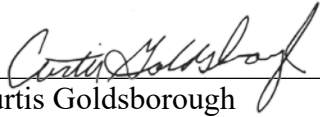
7 
Curtis Goldsborough

EXHIBIT J

JEFFREY G. McCLURE #152974
ANNE KELSON HUMMEL #257851
DAVENPORT GERSTNER & McCLURE
A Professional Corporation
2540 Camino Diablo, Suite 200
Walnut Creek, California 94597
Telephone: (925) 279-3430 Fax: (925) 932-1961

Attorneys for Defendant NATIONAL INSURANCE INSPECTION SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CARLA COLLINS, et. al., Plaintiff, v. NATIONAL INSURANCE INSPECTION SERVICES, INC., et. al. Defendant	Case No: 20STCV15619 DECLARATION OF JEFFREY G. McCLURE REGARDING CY PRES RECIPIENT
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I, Jeffrey G. McClure, declare under penalty of perjury as follows:

1. I am an attorney duly admitted and licensed to practice law in the Courts of the State of California. I am managing partner of the law firm of Davenport Gerstner & McClure, the attorney of record for Defendant National Insurance Inspection Services, Inc. ("Defendant") in the above-captioned matter.

2. As set forth in the Amended Joint Stipulation of Class and PAGA Action, Defendant has designated St. Jude's Children's Research Hospital as the cy pres recipient of any uncashed settlement checks.

///

///

1 3. Davenport Gerstner & McClure has no interest or involvement in the governance or
2 work of St. Jude's Children's Research Hospital.

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

5
6 DATED: August 6, 2025

/s/ *Jeffrey G. McClure*
JEFFREY G. McCLURE

PROOF OF SERVICE

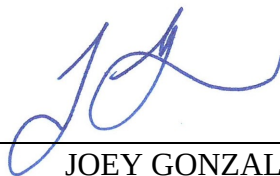
I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **August 7, 2025** in the case of *Collins v. National Insurance Inspection Services, Inc.* Los Angeles Superior Court Case Number 20STCV15619, I served the foregoing document(s):

SUPPLEMENTAL DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

on the interested party(ies) below, using the following means:
interested party(ies) below, using the following means:

Jeffrey McClure, Esq. Anne Kelson Hummel, Esq. DAVENPORT GERSTNER & MCCLURE, APC 2540 Camino Diablo, Suite 200 Walnut Creek California 94597 jeff@laborcounsel.com akh@laborcounsel.com	<i>Attorneys for Defendant</i> NATIONAL INSURANCE INSPECTION SERVICES, INC.
---	---

☒	(BY ELECTRONIC SERVICE- Case Anywhere) by submitting an electronic version of the documents through the user interface at www.caseanywhere.com and by emailing a word version of the document to the above referenced email addresses.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ