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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*

**ORDER GRANTING MOTIONS FOR
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
AWARD OF REASONABLE
ATTORNEYS' FEES AND COSTS, CLASS
REPRESENTATIVE INCENTIVE
AWARD/GENERAL RELEASE
PAYMENT, AND SETTLEMENT
ADMINISTRATION FEES; JUDGMENT**

Date: January 22, 2026
Time: 10:00 a.m.
Dept. 9

Motion Due: December 22, 2025
Opposition Due: January 2, 2026
Reply Due: January 8, 2026

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

These matters having come before the Court on January 22, 2026 for final approval of the parties' Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Amended Stipulation"), entered into by Plaintiff Carla Collins ("Plaintiff" or "Class Representative") and National Insurance Inspection Services, Inc. ("NIIS" or "Defendant"), due and adequate notice having been given to the Class Members as required by the September 4, 2025 Ruling re: Motion for Preliminary Approval of Class Action Settlement and Minute Order re Hearing on Motion for Preliminary Approval of Class Action Settlement) (collectively, the "Preliminary Approval Order") and the Court, having considered all the papers filed and proceedings herein, having received no objections to the settlement, having determined that the settlement is fair, adequate and reasonable, and otherwise being fully informed, **IT IS**

HEREBY ORDERED:

1. All capitalized terms used herein shall have the same meanings as given them in the Amended Stipulation, which is attached as **Exhibit 1** to the Declaration of Eric A. Grover filed on December 22, 2025, and incorporated herein by reference.

2. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding, including all Settlement Class Members.

3. The Court hereby unconditionally certifies the following class for settlement purposes only: "All individuals classified as independent contractors by Defendant who performed inspections in California as real property inspectors at any time between April 22, 2016 through May 30, 2024, inclusive who have not signed release agreements that cover the entire Class Period or opt-ed out of the Action." The "Class Period" is confirmed as the period from and including between April 22, 2016 through May 30, 2024. For the PAGA claims, the "Aggrieved Individuals" are "all current and former real property inspectors who contracted with Defendant in California at any time or times during the PAGA Period." The PAGA Period is the period from and including April 16, 2019 through January 22, 2025. All Aggrieved Individuals are also Class Members because none have opted out of participation in the class action portion of the Settlement.

1 4. Distribution of notice of the settlement directed to the Class Members as set
2 forth in the Amended Stipulation was completed in conformity with the Preliminary Approval
3 Order. The class notice program set forth in the Amended Stipulation and completed in
4 conformity with the Preliminary Approval Order provided due and adequate notice of the nature
5 of the case, the proposed settlement, and the other matters set forth in the Preliminary Approval
6 Order. The notice program provided adequate and appropriate notice to persons entitled to
7 notice of the settlement and therefore fully satisfied the requirements of due process. There
8 have been no requests for exclusion. Accordingly, all Class Members are Settlement Class
9 Members covered by and included within the settlement and within this Order granting final
10 approval and judgment (the “Final Approval Order and Judgment”).

11 5. No Class Member objected to the settlement or the proposed award of attorneys’
12 fees, costs, or the Class Representative Incentive Award/General Release Payment, and based
13 on the record as a whole, the Court hereby affirms the findings in the Preliminary Approval
14 Order and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs
15 the parties to effectuate the settlement according to the terms set forth in the Amended
16 Stipulation and this Final Approval Order and Judgment. The Court finds that the settlement
17 has been reached as a result of intensive, serious, and non-collusive arm’s-length negotiations.
18 In granting final approval of the Amended Stipulation, the Court considered the nature of the
19 claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
20 proceeds among the Settlement Class Members, and the fact that a settlement represents a
21 compromise of the Parties’ respective positions rather than the result of a finding of liability at
22 trial. Additionally, the Court finds that the terms of the Amended Stipulation have no obvious
23 deficiencies and do not improperly grant preferential treatment to any individual Class Member.

24 6. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.*
25 claims alleged in the Action. In accordance with California Labor Code section 2699(i), 75%
26 of the \$25,000 PAGA Payment (*i.e.*, \$18,750) shall be paid to the California Labor &
27 Workforce Development Agency (“LWDA”) in accordance with the terms of the Amended
28

1 Stipulation. The remaining 25% of the PAGA Payment (*i.e.*, \$6,250) shall be distributed to the
2 Aggrieved Individuals in accordance with the terms of the Amended Stipulation.

3 7. Pursuant to the Amended Stipulation, Plaintiff and all Settlement Class Members
4 release all Released Claims against the Released Parties. As set forth in the Amended
5 Stipulation at § III.B, Plaintiff and all Settlement Class Members are subject to the following
6 Limited Release:

7 As of the date Defendant provides the Settlement Administrator the Maximum
8 Settlement Amount as required by section III.M of this Agreement, and in
9 exchange for the consideration set forth in this Agreement, Plaintiff and the
10 Settlement Class Members will fully release and discharge the Released Parties
11 from the Released Claims for the Class Period. Plaintiff and the Settlement Class
12 Members may hereafter discover facts or legal arguments in addition to or
13 different from those they now know or currently believe to be true with respect to
14 the claims, causes of action and legal theories of recovery in this Action which are
15 the subject matter of the Released Claims. Nonetheless, the discovery of new
16 facts or legal arguments shall in no way limit the scope or definition of the
17 Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class
18 Members shall be deemed to have, and, by operation of the final judgment
19 approved by the Court shall have, fully, finally, and forever settled and released
20 all of the Released Claims as defined in this Agreement.

21 Pursuant to the Amended Stipulation at § I.LL, “Released Claims” means and includes “any
22 and all causes of action, claims, rights, statutory damages, liabilities, expenses, and losses
23 against the Released Parties arising between April 22, 2016 and May 30, 2024, inclusive, under
24 state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly
25 pleaded in the Complaint (*i.e.*, Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7,
26 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business &
27 Professions Code §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions)
28 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. This provision is not effective until the Defendant fully funds
the Maximum Settlement Amount. Pursuant to the Amended Stipulation at § I.MM, “Released
Parties” means “Defendant National Insurance Inspection Services, Inc. and all of its parent

1 companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or
2 their shareholders, officers, directors, employees, agents, principals, representatives, attorneys,
3 accountants, partners, investors, administrators, insurers, predecessors, successors and assigns,
4 and any individual or entity that could be liable for any of the Released Claims.”

5 8. Plaintiff, as a representative acting as a proxy or agent of the LWDA, also agrees
6 to release all PAGA Released Claims against the Released Parties. Pursuant to the Amended
7 Stipulation at § III.D, the PAGA Release provides that:

8 As of the date Defendant provides the Settlement Administrator the Maximum
9 Settlement Amount as required by section III.M of this Agreement, Plaintiff,
10 individually and as a representative acting as a proxy or agent of the LWDA, a
11 State of California Executive Branch Agency, in this Action, agrees to release the
12 Released Parties of and from any and all claims for civil penalties, attorneys’ fees,
13 and litigation costs under the California Labor Code Private Attorneys General
14 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
16 Claims.” To avoid and prevent doubt, the Parties agree that the judgment to be
17 entered by the Court following approval of this settlement forever bars Plaintiff
18 and the LWDA, directly or through any other proxy or agent, from any future
19 prosecution of any of the PAGA Released Claims against any of the Released
20 Parties.

21 Pursuant to the Amended Stipulation at § I.BB, “PAGA Released Claims” means “any and all
22 claims for civil penalties under PAGA based on the labor code violations alleged in the PAGA
23 notice sent by Plaintiff to the LWDA.”

24 9. In addition, pursuant to the Amended Stipulation at § III.D, Plaintiff Collins
25 alone agrees to the following General Release by Plaintiff Only:

26 In addition to the release in Section III.B, in exchange for the consideration set
27 forth in this agreement, Plaintiff makes the additional following general release of
28 all claims, known or unknown: Plaintiff releases Defendant and the Released
Parties, from all claims, demands, rights, liabilities and causes of action of every
nature and description whatsoever, known or unknown, asserted or that might
have been asserted, whether in tort, contract, or for violation of any state or
federal statute, rule, regulation, or ordinance arising out of, relating to, or in
connection with Plaintiff’s contract with Defendant through the end of the
Release Period as well as any and all acts or omissions by or on the part of
Defendant through the end of the Release Period. (The release set forth in this
Paragraph shall be referred to hereinafter as the “Plaintiff’s General Release.”)
With respect to the Plaintiff’s General Release, the Plaintiff stipulates and agrees
that, upon the date Defendant provides the Settlement Administrator the

Maximum Settlement Amount as required by section III.M of this Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

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

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

10. As noted, the Court finds the terms of the settlement to be fair, reasonable, and adequate. Within 21 calendar days of the Effective Date, Defendant shall deposit with the Court-approved Settlement Administrator, Phoenix Settlement Administrators, the Maximum Settlement Amount of \$935,500. Phoenix shall disburse the settlement funds in accordance with this Final Approval Order and Judgment and the terms of the Amended Stipulation.

11. The Court hereby confirms Eric A. Grover and Robert W. Spencer of Keller Grover LLP as Class Counsel.

12. Pursuant to the terms of the Amended Stipulation, Labor Code § 2699(g)(1) and the authorities, evidence, and argument set forth in Class Counsel's application, an award of attorneys' fees of \$311,833.33 as final payment for and complete satisfaction of all attorneys' fees owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award. The payment of fees to Class Counsel shall be made in accordance with the terms of the Stipulation.

13. Pursuant to the terms of the Amended Stipulation and the authorities, evidence, and argument set forth in Class Counsel's application, an award of costs of \$70,421.76 as

1 payment for litigation costs incurred by Class Counsel is hereby granted. The payment of costs
2 to Class Counsel shall be made in accordance with the terms of the Amended Stipulation.

3 14. The Court hereby confirms its prior approval of Plaintiff Carla Collins as the
4 Class Representative and orders payment in the amount of \$10,000 to the Class Representative
5 for her service representing the Class and for her general release of her individual claims. The
6 payment of the Class Representative Incentive Award/General Release Payment shall be made
7 in accordance with the terms of the Amended Stipulation.

8 15. The Court approves the payment of \$10,000 to Phoenix Settlement
9 Administrators for its settlement administration services in this matter in accordance with the
10 terms of the Amended Stipulation.

11 16. The Court approves the payment of the entire Net Settlement Amount to
12 Settlement Class Members in accordance with the terms of the Amended Stipulation.

13 17. The Court sets a compliance hearing to confirm full administration of the
14 settlement in accordance with the Amended Stipulation and the terms of this Final Approval
15 Order and Judgment. The compliance hearing is set for _____, 2026 at _____.m. in
16 Department 9. The Court shall approve the distribution of any residual funds at the time of the
17 compliance hearing. Class Counsel shall submit a compliance report five court days prior to the
18 compliance hearing.

19 18. If this settlement does not become final and effective in accordance with the
20 terms of the Stipulation, this Final Approval Order and Judgment and all orders entered in
21 connection herewith, shall be vacated and shall have no further force or effect.

22 19. Neither the Final Approval Order nor the Judgment in paragraph 18 below nor
23 the Stipulation is, may be construed as, or may be used as, an admission or concession by or
24 against the Defendant, or any of the other Released Parties (as defined in the Amended
25 Stipulation) of the validity of any claim or any actual or potential fault, wrongdoing or liability.

26 20. Pursuant to Rule 3.769(h), California Rules of Court, the Court hereby enters
27 Judgment in this action; provided, however, that without affecting the finality of the settlement
28 or the Judgment entered herein, this Court shall retain exclusive and continuing jurisdiction

over the Action and the parties, including all Settlement Class Members, for purposes of enforcing and interpreting the Final Approval Order, the Amended Stipulation, and the settlement funding and claims distribution process established therein.

IT IS SO ORDERED.

Dated: _____, 2026

HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

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 **December 22, 2025** in the case *Collins v. National Insurance Inspection Services, Inc.* Los Angeles Superior Court Case Number 20STCV15619, I served the foregoing document(s):

ORDER GRANTING MOTIONS FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION FEES; JUDGMENT

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

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☒	(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