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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

LILLIA HUPP, ERIC BROWN, PHILIP URIBE,
PATRICIA NWAJEL, ANEESAH WADOOD,
BRIAN MATSUMOTO, LORI JELENICKI,
MICHELLE MIDDLETON, PAULA GARCIA,
KRISTA GODINEZ, COURTLAND
GEOFFREY MILLER, KELLY RIORDAN,
GABRIEL BATCHELDER, ANGELA
HANKINS, ANNA ACOSTA, and TAWANA
ROSE MERAZ-PILANA-MANAGE, on behalf
of the State of California, as private attorney
generals,

Plaintiffs,

v.

ARTHUR J. GALLAGHER SERVICE
COMPANY, a Delaware corporation;
GALLAGHER BASSETT SERVICES, INC., a
Delaware corporation;
ARTHUR J. GALLAGHER & CO. (ILLINOIS),
an Illinois corporation; ARTHUR J
GALLAGHER & CO. INSURANCE BROKERS
OF CALIFORNIA, INC., a California
corporation; ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC., an Illinois
corporation; and DOES 1 through 25, inclusive,
Defendants.

Case No. 30-2020-01145295-CU-OE-CXC

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Hearing Date: July 15, 2021
Hearing Time: 2:00 p.m.

Judge: Hon. Peter Wilson
Dept.: CX 102

Complaint Filed: June 29, 2020

Trial Date: Not Set

1 Plaintiffs Lillia Hupp, Eric Brown, Philip Uribe, Patricia Nwajei, Aneesah Wadood, Brian
2 Matsumoto, Lori Jelenicki, Michelle Middleton, Paula Garcia, Krista Godinez, Courtland Geoffrey
3 Miller, Kelly Riordan, Gabriel Batchelder, Angela Hawkins, Anna Acosta, and Tawana Rose Meraz-
4 Pilana-Manage (“Plaintiffs”) move for approval of the settlement of Plaintiffs’ claims under the
5 California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code
6 § 2699(1), against Defendants Arthur J. Gallagher Service Company, Gallagher Bassett Services,
7 Inc., Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California,
8 Inc., Arthur J. Gallagher Risk Management Services, Inc. (“Defendants”).

9 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
10 in this action and are authorized to act as private attorney generals with respect to the PAGA claims
11 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
12 California Labor Workforce Development Agency was provided with notice of the Settlement and
13 the motion for approval of the PAGA settlement via its online process and no objection has been
14 received to the settlement or the motion from the Labor Workforce Development Agency.

15 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA
16 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
17 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
18 \$700,000, which includes the PAGA Payment, the Settlement Administration Costs (not to exceed
19 \$7,500), Plaintiffs’ Counsel’s Attorneys’ Fees in the amount of \$233,334 (one-third of the Gross
20 PAGA Settlement Amount), and Plaintiffs’ Counsel’s Attorneys’ Expenses in the amount of
21 \$17,891.17. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement
22 Amount after deduction of Settlement Administration Costs, Attorneys’ Fees and Attorneys’
23 Expenses, shall be allocated to Labor Code Section 2699 penalties, including other civil penalties
24 specified in the Labor Code, of which 75% of the payment will be paid to the LWDA and 25% will
25 be paid to the Aggrieved Employees.

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,
27 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiffs’ motion and approves the
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1 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
2 allocated and paid out as set forth in the Settlement Agreement.

3 The “Aggrieved Employees” are defined as all current and former allegedly aggrieved
4 individuals who were employed by Defendants Gallagher Bassett Services, Inc., Arthur J. Gallagher
5 Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers
6 of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. as Claims Adjusters
7 and/or Senior Claims Adjusters (collectively “Claims Adjusters”) in California and were classified
8 as exempt while in the Claims Adjuster position at any time from February 7, 2019 to December 31,
9 2020 (“PAGA Period”). The Aggrieved Employees are estimated to consist of 371 individuals.

10 Upon the Effective Date of this Order and Judgment, Defendants and the Released Parties
11 shall be entitled to a release of PAGA Released Claims. This release of PAGA Released Claims
12 shall bind only the Plaintiffs and the State of California and shall not include claims outside of the
13 PAGA Period. The release shall also exclude claims for vested benefits, wrongful termination,
14 unemployment insurance, disability, social security, workers’ compensation, and class claims. In no
15 event shall the PAGA Released Claims in the Settlement Agreement release any claim that is not a
16 PAGA claim. (“PAGA Released Claims”). In no event shall the PAGA Released Claims in the
17 Settlement Agreement release any claim of any individual other than Plaintiffs, including any class
18 claim, which does not arise under PAGA.

19 This claim asserted under PAGA in this action is dismissed with prejudice. Any class claims
20 alleged in the action are dismissed without prejudice. The individual claims of the Plaintiffs are
21 dismissed with prejudice. After entry of this Order and Judgment, the Court shall retain jurisdiction
22 pursuant to California Code of Civil Procedure section 664.6 to construe, interpret, implement, and
23 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
24 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
25 the distribution of settlement benefits.

26 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
27 **ENTERED ACCORDINGLY.**

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DATED: _____

THE HONORABLE PETER WILSON
JUDGE OF THE SUPERIOR COURT