

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

LILLIA HUPP, ERIC BROWN, PHILIP
URIBE, PATRICIA NWAJEI, 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,

Plaintiff,

vs.

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

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: August 26, 2021
Hearing Time: 2:00 p.m.

Judge: Hon. Peter Wilson
Dept.: CX102

Complaint Filed: June 29, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on August 26, 2021, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: August 27, 2021

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug
11 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed at Blumenthal Nordrehaug Bhowmik De Blouw LLP, a
4 law firm located in the County of San Diego, State of California. I am over the age of 18 and not a
party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

5 On August 27, 2021, I served the document(s) described as:

6 **1. NOTICE OF ENTRY OF JUDGMENT**

7 X (BY ELECTRONIC SERVICE): I caused said document(s) to be transmitted through
8 electronic mail and through OneLegal to counsel for Defendant:

9 Joan B. Tucker Fife, Esq.
WINSTON & STRAWN LLP
10 101 California Street, 35th Floor
San Francisco, CA 94111
Email: jfife@winston.com

11 Caitlyn W. Tran, Esq.
12 WINSTON & STRAWN LLP
13 333 S. Grand Avenue, 38th Floor
Lost Angeles, CA 90071
Email: cwtran@winston.com

14 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
15 Labor Workforce Development Agency via online process at the PAGA Filing website in
16 accordance with the procedure imposed by the LWDA.

17 X (State): I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

18 Executed on August 27, 2021 at San Diego, California.

19 /s/ Kyle Nordrehaug

20 Kyle Nordrehaug
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WHITEHEAD EMPLOYMENT LAW

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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 NWAJEI, ANEESAH WADOOD,
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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

**ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Hearing Date: August 26, 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(I), 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”) and
12 Stipulation to Amend the Settlement Agreement. The California Labor Workforce Development
13 Agency was provided with notice of the Settlement and the motion for approval of the PAGA
14 settlement via its online process and no objection has been received to the settlement or the motion
15 from the Labor Workforce Development Agency.

16 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA
17 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
18 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
19 \$700,000, which includes the PAGA Payment, the Settlement Administration Costs in the total
20 amount of \$7,500, Plaintiffs’ Counsel’s Attorneys’ Fees in the amount of \$233,334 (one-third of the
21 Gross PAGA Settlement Amount), and Plaintiffs’ Counsel’s Attorneys’ Expenses in the amount of
22 \$16,968.09. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement
23 Amount after deduction of the above Settlement Administration Costs, Attorneys’ Fees and
24 Attorneys’ Expenses, shall be allocated to Labor Code Section 2699 penalties, including other civil
25 penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA and
26 25% will be paid to the Aggrieved Employees.

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
28

1 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiffs' motion and approves the
2 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
3 allocated and paid out as set forth in the Settlement Agreement.

4 The "Aggrieved Employees" are defined as all current and former allegedly aggrieved
5 individuals who were employed by Defendants Gallagher Bassett Services, Inc., Arthur J. Gallagher
6 Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers
7 of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. as Claims Adjusters
8 and/or Senior Claims Adjusters (collectively "Claims Adjusters") in California and were classified
9 as exempt while in the Claims Adjuster position at any time from February 7, 2019 to December 31,
10 2020 ("PAGA Period"). The Aggrieved Employees are estimated to consist of 371 individuals.

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

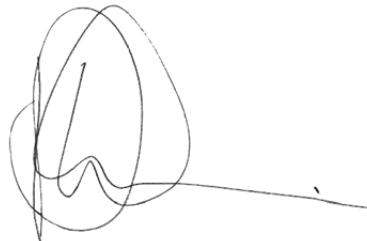
20 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
21 claims of the Plaintiffs are dismissed with prejudice. After entry of this Order and Judgment, the
22 Court shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 to
23 construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any
24 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
25 arising from or in connection with the distribution of settlement benefits.

26 This Court will hold a final accounting hearing on Friday, May 20, 2022, at 9:00 a.m.,
27 approximately one month after the deadline to cash checks has expired. At least five (5) court days
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1 prior to the final accounting hearing, on or before May 13, 2022, Plaintiff will submit to the Court a
2 final report that includes the actual amounts paid to aggrieved employees and the other amounts
3 distributed under the settlement, including uncashed checks.
4

5 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
6 **ENTERED ACCORDINGLY.**

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9 DATED: August 26, 2021

A handwritten signature in black ink, appearing to be 'P. Wilson', written over a horizontal line.

10 **THE HONORABLE PETER WILSON**
11 **JUDGE OF THE SUPERIOR COURT**
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