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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

JOHN COLBURN, LARRY CLARK, and  
DIANE HARRIS, as aggrieved employees  
pursuant to the Private Attorneys General Act  
("PAGA"), on behalf of the State of California  
and other aggrieved employees,

Plaintiffs,

vs.

ASURION INSURANCE SERVICES, INC., a  
Tennessee corporation; ASURION, LLC, a  
Delaware limited liability company; and DOES  
1 through 10, inclusive,

Defendants.

Case No. RG20071743

**PAGA SETTLEMENT AGREEMENT**

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**PAGA SETTLEMENT AGREEMENT**

Subject to Court approval by the Superior Court of the State of California for the County of Alameda ("Court"), Plaintiffs John Colburn, Larry Clark, and Diane Harris ("Plaintiffs") and Defendants Asurion Insurance Services, Inc. and Asurion, LLC ("Defendants") (collectively with Plaintiffs, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the action entitled *Colburn v. Asurion Insurance Services, Inc., et al.*, No. RG20071743 (Alameda County Superior Court).

**DEFINITIONS**

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means *Colburn, et al. v. Asurion Insurance Services, Inc., et al.*, No. RG20071743 (Alameda County Superior Court).
2. "Aggrieved Employees" means all persons who were employed by Defendants as non-exempt, hourly-paid In-Home Experts (including those that worked in the field as well as those that worked at home), in the State of California at any time from June 12, 2019 through May 3, 2022.
3. "Court" means the Superior Court for the State of California, County of Alameda.
4. "Gross Settlement Amount" means the settlement amount of Six Hundred Twenty-Five Thousand Dollars (\$625,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action.
5. "LWDA" means the California Labor and Workforce Development Agency.
6. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Awards, and Settlement Administrator Costs.
7. "Plaintiffs' Counsel" means Capstone Law APC and Keller Grover LLP.
8. "Service Awards" means the amounts to be paid to Plaintiffs as payment for their service on behalf of the LWDA and Aggrieved Employees.
9. "Settled Claims" means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts

alleged in the Action during the Settlement Period, including, but not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 221, 223, 224, 225.5, 226(a), 226.3, 226.7, 256, 510, 512, 516, 558, 1174(d), 1174.5, 2699(a), (f), and (g), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

10. "Settlement Period" means June 12, 2019 through May 3, 2022.

#### TERMS

11. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay Six Hundred Twenty-Five Thousand Dollars (\$625,000) to settle the Action. The Gross Settlement Amount includes attorneys' fees, litigation costs and expenses, consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

12. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

12(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

12(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

12(c) This Settlement is entered based on Defendants' representation that there are 7,300 Pay Periods at issue as of May 3, 2022. If the number of Pay Periods worked during the Settlement Period is greater than 7,848, then Defendants will proportionally increase the Gross Settlement Amount according to the following formula: Total Number of Pay Periods ÷ 7,848 Pay Periods × \$625,000.

13. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Two Hundred Eight Thousand Three Hundred Thirty-Three Dollars (\$208,333.33), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

14. Service Awards. For their service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiffs for service awards of up to Five Thousand Dollars (\$5,000) ("Service Awards"), each.

15. General Release Payments. For general releases of all claims Plaintiffs may have against Defendants arising out of their employment, Defendants will pay Plaintiffs Five Thousand Dollars (\$5,000) ("General Release Payments"), each. The General Release Payments will be paid separately from the Gross Settlement Amount. Upon receipt of the General Release Payments, Plaintiffs will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of, or relating to, Plaintiffs' employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or

1 not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all  
2 rights and benefits afforded by California Civil Code Section 1542, which provides:

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

8 16. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-  
9 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be  
10 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate  
11 tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement  
12 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there  
13 are approximately Seven Hundred (700) Aggrieved Employees, Settlement Administration Costs are  
14 estimated at Five Thousand Dollars (\$5,000).

15 17. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties  
16 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the  
17 Court issue an order and judgment approving and incorporating by reference the terms and conditions of  
18 the Settlement Agreement (the "Order and Judgment").

19 18. List of Aggrieved Employees. Within ten (10) calendar days after entry of the Order and  
20 Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved  
21 Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft  
22 Office Excel and will include each Aggrieved Employees full name; most recent mailing address and  
23 telephone number; Social Security number; the respective number of pay periods during which each  
24 Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to  
25 calculate settlement payments. The Aggrieved Employee List shall remain confidential and shall not be  
26 disclosed to anyone other than the Settlement Administrator or as permitted by this Agreement or by the  
27 Court. The Aggrieved Employee List shall not be used for any purpose other than for administration of  
28 the Settlement.

1           19.     Funding of the Settlement. Within sixty-five (65) calendar days after entry of the Order  
2 and Judgment, or within seven (7) days after issuance of the remittitur following resolution of any appeal  
3 filed in this action, Defendant will deposit the Gross Settlement Amount into the QSF to be established  
4 by the Settlement Administrator ("Funding Date"). Within fourteen (14) calendar days after the Funding  
5 Date, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and  
6 Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement  
7 Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under  
8 this Settlement.

9           20.     Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue  
10 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an  
11 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a  
12 search based on the National Change of Address Database for information to update and correct for any  
13 known or identifiable address changes. Any checks returned as non-deliverable on or before the check  
14 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address  
15 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt  
16 to determine the correct address using a skip-trace, or other search using the name, address or Social  
17 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.  
18 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain  
19 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be  
20 tendered to the LWDA. All settlement payments to Aggrieved Employees will be treated as  
21 miscellaneous income for which a 1099 will be issued.

22           21.     Settled Claims. Upon the Funding Date, Plaintiffs and all Aggrieved Employees will be  
23 forever barred from pursuing against Defendants any and all Settled Claims during the Settlement  
24 Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual  
25 wage and hour claims by virtue of this Settlement.

26           22.     No Right to Exclusion or Objections by Representative Action Members. Because this  
27 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as  
28 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no

1 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved  
2 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,  
3 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties  
4 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

5 23. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced  
6 herein will not be utilized to calculate any additional benefits under any benefit plans to which any  
7 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,  
8 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit  
9 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,  
10 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

11 24. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
12 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
14 action or right herein released and discharged.

15 25. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve  
16 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then  
17 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,  
18 and the Parties will be returned to their original respective positions.

19 26. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court  
20 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
21 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters  
22 as may be appropriate under court rules or as set forth in this Settlement.

23 27. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
24 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding  
25 on the Parties.

26 28. Amendment or Modification. This Settlement Agreement may be amended or modified  
27 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all  
28 Parties.

1           29.    Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
5 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
6 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to  
7 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
8 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
9 may seek the assistance of the Court to resolve such disagreement.

10           30.   Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
11 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12           31.   California Law Governs. All terms of this Settlement Agreement will be governed by  
13 and interpreted according to the laws of the State of California.

14           32.   Execution and Counterparts. This Settlement Agreement is subject only to the execution  
15 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
16 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and  
17 scanned copies of the signature pages, will be deemed to be one and the same instrument.

18           33.   Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
19 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
20 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that  
21 they are each represented by competent counsel and that they have had an opportunity to consult with  
22 their counsel regarding the fairness and reasonableness of this Settlement.

23           34.   Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that  
24 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request  
25 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

26           35.   Invalidity of Any Provision. Before declaring any provision of this Settlement  
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
28 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement

1 valid and enforceable.

2 36. Captions. The captions and section numbers in this Settlement Agreement are inserted  
3 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
4 provisions of this Settlement Agreement.

5 37. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
6 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
7 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

8 38. Enforcement Action. In the event that one or more of the Parties institutes any legal  
9 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
10 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
11 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
12 expert witness fees incurred in connection with any enforcement actions.

13 39. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
14 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
15 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for  
16 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,  
17 all Parties have contributed to the preparation of this Settlement Agreement.

18 40. Representation By Counsel. The Parties acknowledge that they have been represented  
19 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
20 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed  
21 in full.

22 41. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
23 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
24 Settlement Agreement.

25 42. Binding Agreement. The Parties warrant that they understand and have full authority to  
26 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and  
27 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
28 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply

1 under federal or state law.

2 43. Denial of Liability. The Parties expressly recognize that the making of this agreement  
3 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.  
4 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,  
5 discussions or communications, nor any materials prepared, exchanged, issued or used during the  
6 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be  
7 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,  
8 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,  
9 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.  
10 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its  
11 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments  
12 of the Court entered into in connection therewith.

13 **READ CAREFULLY BEFORE SIGNING**

14 **PLAINTIFF**

15 Dated: 8/18/2022

DocuSigned by:  
John Colburn  
E27B95AC54R14E5  
John Colburn

18 **PLAINTIFF**

20 Dated: \_\_\_\_\_

Larry Clark

22 **PLAINTIFF**

24 Dated: \_\_\_\_\_

Diane Harris

1 under federal or state law.

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 6 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be  
 7 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,  
 8 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,  
 9 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.  
 10 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its  
 11 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments  
 12 of the Court entered into in connection therewith.

13 **READ CAREFULLY BEFORE SIGNING**

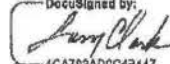
14 **PLAINTIFF**

15  
 16 Dated: \_\_\_\_\_

John Colburn

18 **PLAINTIFF**

19  
 20 Dated: 8/16/2022

DocuSigned by:  
  
 ACA782ADCC43447..

Larry Clark

22 **PLAINTIFF**

23  
 24 Dated: \_\_\_\_\_

Diane Harris

1 under federal or state law.

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 6 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be  
 7 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,  
 8 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,  
 9 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.  
 10 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its  
 11 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments  
 12 of the Court entered into in connection therewith.

13 **READ CAREFULLY BEFORE SIGNING**

14 **PLAINTIFF**

15  
 16 Dated: \_\_\_\_\_

\_\_\_\_\_  
 John Colburn

17  
 18 **PLAINTIFF**

19  
 20 Dated: \_\_\_\_\_

\_\_\_\_\_  
 Larry Clark

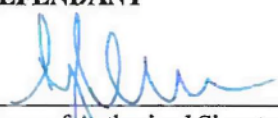
21  
 22 **PLAINTIFF**

23  
 24 Dated: 8/23/2022 \_\_\_\_\_

DocuSigned by:  
  
 CS0C030680634D  
 Diane Harris

**DEFENDANT**

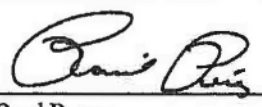
Dated: \_\_\_\_\_

  
Name of Authorized Signatory  
Asurion Insurance Services, Inc. and Asurion, LLC

**APPROVED AS TO FORM**

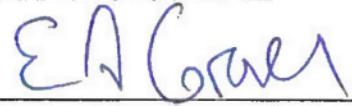
**CAPSTONE LAW APC**

Dated: 8/23/2022

  
Raul Perez  
Attorneys for Plaintiffs Larry Clark and Diane Harris

**KELLER GROVER LLP**

Dated: 8-24-2022

  
Eric A. Grover  
Attorneys for Plaintiff John Colburn

**CONSTANGY, BROOKS, SMITH &  
PROFFER LLP**

Dated: September 6, 2022

  
Steven B. Katz  
Attorneys for Defendants Asurion Insurance Services,  
Inc. and Asurion, LLC

# Exhibit A

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

<<DATE>>

<<FIRST\_NAME>> <<LAST\_NAME>>  
<<ADDRESS 1>>  
<<ADDRESS 2>>

**Re: Payment From *Colburn v. v. Asurion Insurance Services, Inc.*, No. RG20071743  
(Alameda County Superior Court)**

Dear <<FIRST\_NAME>> <<LAST\_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Colburn v. v. Asurion Insurance Services, Inc.*, No. RG20071743 (Alameda County Superior Court) (the “Action”).

The Action was filed against Defendants Asurion Insurance Services, Inc. and Asurion, LLC (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by former employees of Defendants on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]