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Attorneys for Plaintiffs

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

ABRAHAM MARIN, individually, and on
behalf of other members of the general public
similarly situated; SHEREE WILLIS,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

WORD & BROWN COMPANIES, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2019-01055348-CU-OE-CXC

Honorable Peter J. Wilson
Department CX102

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 14, 2021
Time: 2:00 p.m.
Department: CX102

Complaint Filed: March 6, 2019
FAC Filed: January 13, 2021
Trial Date: None Set

1 This matter has come before the Honorable Peter J. Wilson in Department CX102 of the
2 Superior Court of the State of California, for the County of Orange, on October 14, 2021 at 2:00
3 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Abraham Marin, individually and on behalf of all others
5 similarly situated, and Plaintiff Sheree Willis, individually and on behalf of all others similarly
6 situated and other aggrieved employees (together, "Plaintiffs"), and Hirschfeld Kraemer LLP
7 appears as counsel for Defendant Word & Brown Companies ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation for Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
14 the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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28 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Incentive Awards, LWDA Payment, Settlement Administration Costs,
3 and payments to the Participating Class Members provided thereby, appear to be within the range
4 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Settlement Class
7 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
8 litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Settlement
10 Class meets the requirements for certification under section 382 of the California Code of Civil
11 Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all
12 members of the Settlement Class is impracticable; (b) common questions of law and fact
13 predominate, and there is a well-defined community of interest amongst the members of the
14 Settlement Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical
15 of the claims of the members of the Settlement Class; (d) Plaintiffs will fairly and adequately protect
16 the interests of the members of the Settlement Class; (e) a class action is superior to other available
17 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
18 counsel for Plaintiffs in their individual capacities and as the representatives of the Settlement Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
20 defined as follows:

21 All persons who worked for Word & Brown Insurance Administrators, Inc. in
22 California as a non-exempt employee at any time during the period of time from
March 6, 2015 through the date of this Order.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the
24 Settlement Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiffs Abraham Marin and Sheree Willis as the
26 representatives of the Settlement Class ("Class Representatives").

27 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
2 to the Settlement Administrator a listing of all Settlement Class Members, including the following
3 information/data for each Settlement Class Member: (1) full name; (2) last known mailing address;
4 (3) last known telephone number; (4) Social Security number; (5) dates of employment in a non-
5 exempt position; and (6) the applicable number of Workweeks of each Settlement Class Member
6 during the Settlement Class Period in order to calculate each Settlement Class Member's respective
7 Individual Settlement Share (collectively referred to as the "Class List") in conformity with the
8 Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement ("Notice"), Request for Exclusion Form ("Opt-Out Form"), and Notice of Objection
11 Form ("Objection Form), attached hereto as "**EXHIBIT 1**," "**EXHIBIT 2**," and "**EXHIBIT 3**,"
12 respectfully. The Notice, Opt-Out Form, and Objection Form (together, "Notice Packet") shall be
13 provided to Settlement Class Members in the manner set forth in the Settlement Agreement. The
14 Court finds that the Notice Packet appears to fully and accurately inform the Settlement Class
15 Members of all material elements of the Settlement, of Settlement Class Members' right to be
16 excluded from the Settlement by submitting a Request for Exclusion, of Settlement Class Members'
17 right to dispute the Workweeks credited to each of them, and of each Participating Class Member's
18 right and opportunity to object to the Settlement by submitting an Objection to the Settlement
19 Administrator. The Court further finds that distribution of the Notice Packet substantially in the
20 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
21 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
22 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
23 Settlement Administrator to mail the Notice Packet, in English and Spanish, by First-Class U.S. mail
24 to all Settlement Class Members within fifteen (15) calendar days of receipt of the Class List,
25 pursuant to the terms set forth in the Settlement Agreement.

26 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Settlement. Any Settlement Class Member
28 may choose to be excluded from the Settlement by submitting an Opt-Out Form or written request

for exclusion (together, “Request for Exclusion”) in conformity with the requirements set forth in the Notice, to the Settlement Administrator, postmarked by the date sixty (60) calendar days after the initial mailing of the Notice Packets to Settlement Class Members (“Response Deadline”), or, in the case of a re-mailed Notice Packet, the Response Deadline will be extended fifteen (15) calendar days from the date of the re-mailing (i.e., seventy-five (75) calendar days from the first mailing). Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Settlement Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department CX102 of the Orange County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Settlement Class Members; and determine whether to finally approve the requests for the Attorneys’ Fees and Costs, Incentive Awards, LWDA Payment, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Costs, Incentive Awards, LWDA Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Settlement Class Member must submit to the Settlement Administrator a timely and valid Objection Form or written brief or statement of

1 objection (together, “Objection”) postmarked by the Response Deadline. The objection must be
2 signed and must contain the information that is required, as set forth in the Notice, including and not
3 limited to the grounds for the objection.

4 16. The Settlement is not a concession or admission, and shall not be used against
5 Defendant as an admission or indication with respect to any claim of any fault or omission by
6 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
7 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
8 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
9 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
10 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
11 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
12 implementation, interpretation, or enforcement of the Settlement.

13 17. In the event the Settlement does not become effective in accordance with the terms
14 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
15 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
16 vacated, and the Parties shall revert back to their respective positions as of before entering into the
17 Settlement Agreement.

18 18. The Court reserves the right to adjourn or continue the date of the Final Approval
19 Hearing and any dates provided for in the Settlement Agreement without further notice to the
20 Settlement Class Members, and retains jurisdiction to consider all further applications arising out of
21 or connected with the Settlement.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

By: _____

The Honorable Peter J. Wilson
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.

Superior Court of California for the County of Orange County, Case No. 30-2019-01055348-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Abraham Marin and Sheree Willis (together, "Plaintiffs") and Defendant Word & Brown Insurance Administrators, Inc. (erroneously sued as Word & Brown Companies) ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.*, Orange County Superior Court, Case No. 30-2019-01055348-CU-OE-CXC ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Settlement Class" means all persons who worked for Word & Brown Insurance Administrators, Inc. in California as a non-exempt employee at any time during the Settlement Class Period.

"Settlement Class Member" means any member of the Settlement Class.

"Settlement Class Period" means the period of time from March 6, 2015 through the date of preliminary approval of the Settlement.

II. BACKGROUND OF THE LAWSUIT

On March 6, 2019, Abraham Marin commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Orange County Superior Court, Case No. 30-2019-01055348-CU-OE-CXC. On January 13, 2021, Plaintiff Abraham Marin filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, et. seq. ("Operative Complaint") which added Sheree Willis as a named plaintiff, among other things. Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation for Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Abraham Marin and Sheree Willis as representatives of the Settlement Class ("Class Representatives"), and the following Plaintiffs'

attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Settlement Class Member, you do not need to take any action to receive an Individual Settlement Share, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Share), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Settlement Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Settlement Class Members. The Court has made no ruling on the merits of the Settlement Class Members’ claims and has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is two million two hundred thousand dollars and no cents (\$2,200,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Settlement Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$770,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed fifty thousand dollars and no cents (\$50,000.00) to Class Counsel; (2) incentive awards in an amount not to exceed five thousand dollars and no cents (\$5,000.00) each to Plaintiffs for their services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of one hundred fifty thousand dollars and no cents (\$150,000.00) for its 75% portion of the PAGA Amount (“LWDA Payment”); and (4) Settlement Administration Costs in an amount not to exceed twenty thousand dollars and no cents (\$20,000.00) to the Settlement Administrator. Note: a total of two hundred thousand dollars and no cents (\$200,000.00) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% and the remaining 25% (i.e., fifty thousand dollars and no cents (\$50,000.00) will be a part of the Net Settlement Amount for distribution to Participating Class Members.

Settlement Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Settlement Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee during the Settlement Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the Settlement Class Period, divided by seven (7).

The Settlement Administrator has multiplied the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s total number of credited Workweeks and the denominator of which is the total of all Workweeks credited to the Settlement Class Members during the Settlement Class Period (which is listed in Section III.C below). Settlement Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and

two-thirds (2/3) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employer's and employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Participating Class Member ("Individual Settlement Share").

If the Court grants final approval of the Settlement, Individual Settlement Shares will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From March 6, 2015 to date of preliminary approval of the Settlement, you worked for Defendant as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Lawsuit (*Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.*, Case No. 30-2019-01055348-CU-OE-CXC); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employer's and employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower.

D. Release of Claims

Upon the Settlement Effective Date, Plaintiffs and all Settlement Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

"Released Claims" means all of the terms of the Settlement, including a release of any and all claims rights, penalties, demands, damages, debts, accounts, duties, Costs (other than those Costs required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities arising from any of the facts alleged in Plaintiffs' Operative Complaint, including Defendant's alleged violation of the California Labor Code for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, as well as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendant's alleged unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.* stemming from these alleged California Labor Code violations and all claims arising under the Private Attorneys General Act of 2004 ("PAGA") stemming from these alleged California Labor Code violations .

“Released Parties” means Defendant Word & Brown Insurance Administrators, Inc., and any of its respective past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and all persons purporting to act on their behalf or purporting to assert a claim under or through him, including, but not limited to, their dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$770,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed fifty thousand dollars and no cents (\$50,000.00) (collectively, “Attorneys' Fees and Costs”), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Awards to Plaintiffs

Plaintiffs will seek the amount of five thousand dollars and no cents (\$5,000.00) each (“Incentive Awards”), in recognition of their services in connection with the Action. The Incentive Awards will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Shares that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed fourteen thousand dollars and no cents (\$14,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Settlement Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Share unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Settlement Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator. Alternatively, you may complete the Request for Exclusion Form enclosed in this packet and submit it to the Settlement Administrator postmarked **no later than [Response Deadline]**.

A written Request for Exclusion must: (a) contain the case name and number of the Action (*Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.*, Case No. 30-2019-01055348-CU-OE-CXC); (b) be signed by you; (c) contain

your full name, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing. Alternatively, you may complete the enclosed Objection Form and it submit to the Settlement Administrator postmarked **no later than [Response Deadline]**.

A Notice of Objection must: (a) contain the case name and number of the Action (*Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.*, Case No. 30-2019-01055348-CU-OE-CXC); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX102 of the Orange County Superior Court, located at Civil Complex Center, 751 West Santa Ana Blvd, Santa Ana, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Incentive Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk’s office, located at Civil Complex Center, 751 West Santa Ana Blvd, Santa Ana, during business hours, or by online by visiting the following website: <https://ocapps.occourts.org/civilwebShoppingNS/Search.do>.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ABRAHAM MARIN, individually, and on behalf of other members of the general public similarly situated; SHEREE WILLIS, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

v.

WORD & BROWN COMPANIES, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 30-2019-01055348-CU-OE-CXC

REQUEST FOR EXCLUSION FORM

Judge: Hon. Peter J. Wilson
Department: CX102
Complaint Filed: March 6, 2019
FAC Filed: January 13, 2021
Trial Date: None Set

TO: [NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[LAST FOUR DIGITS OF SSN]

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

If you wish to exclude yourself from the settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before [RESPONSE DEADLINE], at the following mailing address:

TBD

[INSERT MAILING ADDRESS]

I request to be excluded from the class action proceedings in the matter of *Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.* By excluding myself from the settlement, I understand that I will not receive any payment from the settlement, and I will not be bound by the settlement and release, except that I will nevertheless remain bound by the settlement and release of Released Claims arising under the Private Attorneys General Act, California Labor Code section 2698 ("PAGA").

Date: _____

Signature: _____

If you do not wish to exclude yourself from the settlement, you do not need to take any action. If the proposed settlement receives final approval from the Court, you will receive a check by U.S. Mail.

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ABRAHAM MARIN, individually, and on behalf of other members of the general public similarly situated; SHEREE WILLIS, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

v.

WORD & BROWN COMPANIES, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 30-2019-01055348-CU-OE-CXC

NOTICE OF OBJECTION FORM

Judge: Hon. Peter J. Wilson
Department: CX102
Complaint Filed: March 6, 2019
FAC Filed: January 13, 2021
Trial Date: None Set

TO: [NAME]
[ADDRESS]
[TELEPHONE NUMBER]

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT.

If you wish to object to the settlement, you must state all grounds for your objection, accompanied by any legal support for such objection and copies of any papers, briefs, or other documents upon which your objection is based, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before [RESPONSE DEADLINE].

TBD
[INSERT MAILING ADDRESS]

I wish to object to the settlement on the following grounds:
