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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

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval
of Class Action Settlement; Declarations of
Proposed Class Representatives (Abraham
Marin and Sheree Willis); and [Proposed]
Order filed concurrently herewith]

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

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiffs Abraham Marin and Sheree Willis. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class and representative action against a national retailer of household items, on behalf
27 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
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1 the class and representative action settlement. The San Francisco County Superior Court Case
2 Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm represented the plaintiffs in a wage-and-hour class action and
10 representative action against a manufacturer of plastic containers on behalf of non-exempt
11 employees. On October 31, 2017, the court granted final approval of the class and representative
12 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

13 w) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
14 and-hour class action and representative action against a property management company on behalf
15 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order
16 granting final approval of the class and representative action settlement. The Los Angeles County
17 Superior Court Case Number is JCCP 4819.

18 x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class action and representative action against a global provider of flexible office space
20 solutions. On February 15, 2018, the court entered an order granting final approval of the class
21 and representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC498401.

23 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-
24 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
25 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
26 County Superior Court Case Number is VCU264528.

27 z) Our firm represented the plaintiffs in a wage-and-hour class and
28 representative action against a behavioral health service provider on behalf of non-exempt

employees. On November 13, 2018, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

aa) Our firm, in association with co-counsel, represented the plaintiff in a representative action under the Private Attorneys General Act, against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

bb) Our firm represented the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is JCCP 4886.

cc) Our firm, in association with other counsel, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

dd) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is JCCP 4921.

ee) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class

1 certification in part and certified a class. The Sacramento County Superior Court Case Number is
2 34-2015-00175330-CU-OE-GDS.

3 ff) Our firm represented the plaintiff in a wage-and-hour class and
4 representative action against a medical equipment supplier on behalf of non-exempt employees.
5 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
6 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

7 gg) Our firm, in association with other counsel, represented the plaintiff in a
8 wage-and-hour class and PAGA representative action against a large national drug testing
9 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
10 plaintiff's motion for class certification and certified a class. The San Diego County Superior
11 Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 hh) Our firm represented the plaintiffs in a wage-and-hour class and
13 representative action against a national retailer of sportswear, footwear, and camping equipment
14 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
15 motion for class certification and certified a class. The Riverside County Superior Court Case
16 Number is RICJCCP4930.

17 ii) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a plastic packaging company on behalf of non-exempt employees.
19 On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified
20 a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

21 jj) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action against manufacturer and supplier of power products and services on behalf
23 of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for
24 class certification and certified a class. The San Diego County Superior Court Case Number is
25 37-2015-00025968-CU-OE-CTL.

26 **PRELIMINARY APPROVAL**

27 8. Marked and attached hereto as "**EXHIBIT A**" is the Joint Stipulation for Class
28 Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered

1 into by and between Plaintiff Abraham Marin, individually and on behalf of all others similarly
2 situated, and Plaintiff Sheree Willis, individually and on behalf of all others similarly situated and
3 other aggrieved employees (together, “Plaintiffs”), on the one hand, and Defendant Word &
4 Brown Companies (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and
5 their counsel have approved the proposed Notice of Class Action Settlement (“Notice”), Request
6 for Exclusion Form (“Opt-Out Form”), and Notice of Objection Form (“Objection Form”), attached
7 as “Exhibit 1,” “Exhibit 2,” and “Exhibit 3,” respectfully, to the [Proposed] Order Granting
8 Preliminary Approval of Class Action Settlement, and respectfully request that the Court approve
9 it as well.

10 9. Based on information provided by Defendant, as of February 11, 2021, the
11 Settlement Class is estimated to consist of approximately nine hundred thirty-two (932)
12 individuals.

13 10. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
14 matter has translated into tangible monetary benefits for the Settlement Class Members in the
15 following respects: (1) Settlement Class Members recover over a reasonably short period of time
16 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
17 result that compares favorably with other similar class action settlements of this type given the
18 strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or
19 costs that would have only increased significantly had the case progressed through certification,
20 trial, and/or appeals.

21 11. Class Counsel has litigated the case for over two years, and was actively preparing
22 the matter for class certification and trial. The Parties have engaged in extensive settlement
23 negotiations and participated in a formal, full-day mediation conducted by Hon. Louis Meisinger
24 (Ret.), a well-respected mediator experienced in mediating complex labor and employment
25 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class
26 information and engaged in an extensive discussion regarding their evaluations of the case and
27 various aspects of the case, including but not limited to, the risks and delays of further litigation,
28 the risks to the Parties of proceeding with class certification and/or representative adjudication,

1 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
2 wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility
3 of appeals, among other things. During all settlement discussions, the Parties conducted their
4 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
5 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
6 the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able
7 to obtain class certification and prevail at trial. After conducting investigations, formal and
8 informal discovery, and exchange of information, extensive settlement negotiations, and with the
9 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
10 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
11 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
12 adequate resolution of the Released Claims of Plaintiffs and Participating Class Members, against
13 the Released Parties.

14 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
15 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
16 Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
17 informal discovery regarding the facts of the case, including and not limited to, the exchange,
18 review, and analysis of thousands of pages of documents and data obtained from Defendant and
19 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
20 Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees.
21 The volume of data and documents that Class Counsel reviewed and analyzed included and was
22 not limited to: Plaintiffs and other Settlement Class Members' employment records, a detailed
23 sampling of Settlement Class Members' time and pay data, multiple iterations of Defendant's
24 Employee Handbook, company policy acknowledgements (including, but not limited to,
25 Acknowledgement of Employee Handbook), internal memoranda, job descriptions, new hire
26 orientation checklists, Defendant's operations and employment practices, procedures, and policies
27 (including, but not limited to, Defendant's Meal and Rest Periods policy, Timekeeping
28 Requirements, and Expense Reimbursement policy), among other information and documents.

1 Class Counsel interviewed Plaintiffs and other Settlement Class Members to gather facts and to
2 identify potential witnesses. Counsel for the Parties also met and conferred on numerous
3 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
4 documents and data prior to the mediation. Class Counsel also drafted pleadings and a mediation
5 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
6 among other tasks.

7 13. Counsel for the Parties have also invested time researching and investigating the
8 applicable law, which is constantly evolving as it relates to certification, representative PAGA
9 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims
10 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
11 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

12 14. The Settlement provides for a Total Settlement Amount of two million two hundred
13 thousand dollars and no cents (\$2,200,000.00). The Net Settlement Amount is the Total
14 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
15 and Costs to Class Counsel, Incentive Awards to Plaintiffs, Settlement Administration Costs to
16 Settlement Administrator, and \$150,000.00 to the Labor and Workforce Development Agency
17 ("LWDA"). Assuming that the amounts allocated under the Settlement toward these payments
18 are awarded by the Court, the Net Settlement Amount is currently estimated to be one million two
19 hundred six thousand dollars and no cents (\$1,206,000.00). The Total Settlement Amount will be
20 fully distributed in accordance with the terms of the Settlement and there is no reversion to
21 Defendant.

22 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
23 Administrator") to handle the notice and settlement administration. The Parties respectfully
24 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
25 Administrator. Defendant will provide Simpluris a listing of all Settlement Class Members,
26 including the following information/data for each Settlement Class Member: (1) full name; (2) last
27 known mailing address; (3) last known telephone number; (4) Social Security number; (5) dates
28 of employment in a non-exempt position; and (6) the applicable number of workweeks he or she

1 worked while actively employed by Defendant as a Settlement Class Member during the period
2 of time from March 6, 2015 through the date of this Order (“Workweeks”) (collectively referred
3 to as the “Class List”), and Simpluris will calculate each Participating Class Member’s estimated
4 share of the Net Settlement Amount (“Individual Settlement Share”). Simpluris will also receive
5 Requests for Exclusion, Objections, and Workweeks disputes; provide necessary reports and
6 declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and
7 submit informational and other tax filings and documents; issue and transmit all payments
8 provided for by the Settlement, including and not limited to, mailing Individual Settlement Share
9 checks to the Participating Class Members; and perform any other usual and customary duties for
10 administering a class action settlement. Settlement Administration Costs are currently estimated
11 not to exceed fourteen thousand dollars and no cents (\$14,000.00) and will be paid out of the Total
12 Settlement Amount, subject to approval of the Court.

13 16. Based on investigation and information discovered, Class Counsel believes that
14 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
15 that Defendant, with respect to Plaintiffs and the Settlement Class Members, *inter alia*, failed to
16 properly pay overtime and minimum wages and associated premium pay, failed to provide
17 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
18 during employment and upon termination of employment, failed to provide compliant wage
19 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
20 expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties
21 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
22 2698, et seq.). Plaintiffs also asserted that Settlement Class Members were expected to perform
23 similar job duties and were subject to the same or similar operations and employment policies,
24 practices, and procedures. Additionally, Plaintiffs asserted that Defendant’s recordkeeping
25 practices with respect to Plaintiffs and the Settlement Class Members were substantially the same
26 during the time period at issue. As a result, Plaintiffs claim that the Settlement Class Members,
27 were uniformly not paid all of the compensation that was owed to them by Defendant since March
28 6, 2015. Thus, in Class Counsel’s view, it is clear that the outcome of this litigation would be

1 determined by Defendant's uniform operations and employment practices, policies, and
2 procedures that Plaintiffs allege applied across its non-exempt employees who worked for Word
3 & Brown Insurance Administrators, Inc. in California during the Settlement Class Period.

4 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
5 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have also
6 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
7 and delays inherent in such litigation, including those involved in class certification and/or
8 representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish
9 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
10 establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties'
11 settlement discussions, as well as the evaluation of the mediator, who is experienced and well-
12 regarded in complex labor and employment matters.

13 18. Defendant, on the other hand, denied and continues to deny any liability and
14 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
15 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
16 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
17 have also had the opportunity to interview witnesses and review documents and information
18 relating to Plaintiffs and Settlement Class Members' employment with Defendant, and
19 Defendant's operations and employment policies, practices, and procedures. The Parties also
20 reviewed and analyzed thousands of pages of documents and data, including but not limited to a
21 detailed sampling of Settlement Class Members' time and pay information, to determine the
22 potential value and strength of the claims. The available information enabled Class Counsel to
23 estimate the potential claims of the Settlement Class and prepare damages/valuation models.
24 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
25 informed of the nature and extent of the Settlement Class Members' claims, and to enable both
26 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties
27 have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs'
28 principal claims, as well as the costs and risks to both sides that would attend further litigation.

1 The Settlement takes into account the strengths and weaknesses of each side's position and the
2 uncertainty of how the case might have concluded at certification, trial, and/or appeals.

3 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
4 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
5 (i.e., \$770,000.00) and expenses and costs in an amount not to exceed fifty thousand dollars and
6 no cents (\$50,000.00), which will be paid out of the Total Settlement Amount, subject to approval
7 by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
8 and will not receive any compensation until recovery is obtained.

9 20. The Settlement Agreement provides for payment of up to five thousand dollars and
10 no cents (\$5,000.00) each to Plaintiffs as Incentive Awards (for a combined total of \$10,000.00),
11 to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiffs spent
12 considerable time and effort to produce relevant documents and past employment records and to
13 provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were
14 available whenever Class Counsel needed them and actively tried to obtain information that would
15 benefit the Settlement Class. Accordingly, it is appropriate and just for Plaintiffs to each receive
16 an Incentive Award, in addition to their Individual Settlement Share, for their services on behalf
17 of the Settlement Class.

18 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
19 in the best interest of the Settlement Class. Class Counsel further submits that the Settlement is
20 within an acceptable range of recovery for this type of litigation given the strengths and
21 weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks
22 associated with class certification, representative adjudication, trial, and/or appeals.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed on this 8th day of September 2021, at Glendale, California.

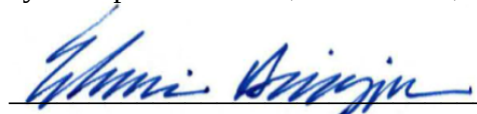
26 
27 Edwin Aiwazian
28

EXHIBIT A

JOINT STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT

1. PREAMBLE

- 1.1 This Joint Stipulation for Class Action and PAGA Settlement is made and entered by the Plaintiffs Abraham Marin and Sheree Willis in the matter of *Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.* (erroneously sued as Word & Brown Companies) in Orange County Superior Court Case No. 30-2019-01055348-CU-OE-CXC, and on behalf of the Settlement Class, as defined below, and on behalf of Defendant Word & Brown Insurance Administrators, Inc.

2. DEFINITIONS

- 2.1 **“Agreement”** means this Settlement Agreement.
- 2.2 **“Attorneys’ Fees and Costs”** means the amount of attorneys’ fees and reimbursement of litigation costs and expenses to be requested by Class Counsel subject to Court approval in accordance with Subsection 5.1.3 of this Agreement.
- 2.3 **“Class Counsel”** means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for Justice, PC who, subject to Court approval, shall act as counsel for the Settlement Class.
- 2.4 **“Court”** means Orange County Superior Court and any appellate court which may review any orders entered into by the trial court related to this Settlement.
- 2.5 **“Final Approval Order and Judgment”** refers to the Final Approval Order and Judgment entered by the Court.
- 2.6 **“Litigation”** means the matter of *Abraham Marin, et al. v. Word & Brown Insurance Administrators, Inc.* (erroneously sued as Word & Brown Companies) in Orange County Superior Court Case No. 30-2019-01055348-CU-OE-CXC.
- 2.7 **“LWDA Payment”** means the 75% portion of the PAGA Amount to the Labor and Workforce Development Agency (“LWDA”).
- 2.8 **“Plaintiffs”** means Abraham Marin and Sheree Willis. The Plaintiffs will seek to be designated as Class Representatives for the Settlement Class.
- 2.9 **“Net Settlement Amount”** means the Total Settlement Amount (defined below) minus the combined total of any Court-approved Attorneys’ Fees and Costs, the Court-approved Settlement Administration Costs, the Court-approved incentive awards to the Class Representatives, and the LWDA Payment.
- 2.10 **“Notice”** means a document substantially in the form of the Notice of Class Action Settlement attached hereto as **Exhibit 1** which has been agreed to by the Parties and subject to Court approval and which the Settlement Administrator will mail to each Settlement Class Member.

- 2.11 **“Settlement Administration Costs”** means the reasonable costs and expenses of administration of the Settlement to be paid from the Total Settlement Amount.
- 2.12 **“Objection Form”** means the Objection Form attached hereto as **Exhibit 3** and refers to an objection to the Settlement by a Participating Class Member.
- 2.13 **“Opt-Out Form”** means the Opt-Out Form attached hereto as **Exhibit 2** and refers to a request by a Settlement Class Member to opt-out or exclude himself or herself from the Settlement. Any Settlement Class Member who submits an Opt-Out Form will be excluded from the Settlement and will not be bound by the release of Released Claims against the Released Parties contained in this Agreement.
- 2.14 **“Participating Class Member”** means any Settlement Class Member who does not opt out of the Settlement.
- 2.15 **“Parties”** means Plaintiffs and Defendant.
- 2.16 **“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.
- 2.17 **“Response Deadline”** means the date sixty (60) calendar days after the Settlement Administrator initially mails the Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may submit an Opt-Out Form, dispute, and/or Objection Form. Settlement Class Members who receive re-mailed Notice Packets will have fifteen (15) additional days to submit an Opt-Out Form, Objection Form, and/or Workweeks dispute (i.e., 75 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable as long as the return mailing is received within the initial sixty (60) day Response Period.
- 2.18 **“Settlement”** means the compromise and settlement of the Litigation pursuant to the terms set forth in this Agreement.
- 2.19 **“Settlement Administrator”** means Simpluris, Inc., the entity agreed to by the Parties, subject to Court approval, which will perform the duties of, among other things: (i) mailing the Notice Packet to Class Members; (ii) tracking returned Opt-Out Forms and Objection Forms; (iii) notifying the Parties of determinations regarding contested Objection Forms and Opt-Out Forms consistent with this Agreement; (iv) issuing payments; and, (v) completing any required tax paperwork. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

- 2.20 **“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.
- 2.21 **“Settlement Class Member”** means any member of the Settlement Class.
- 2.22 **“Settlement Class Period”** means the period of time from March 6, 2015 through the date of preliminary approval of the Settlement. The Settlement Class Period is the period of time applicable to the claims being released pursuant to section 8 hereafter.
- 2.23 **“Class Representatives”** means Abraham Marin and Sheree Willis, who shall request be appointed by the Court as representatives of the Settlement Class.
- 2.24 **“Settlement Effective Date”** as used herein means the first day following the last of the following occurrences:
- 2.24.1. If there is no objection to the Settlement by a Settlement Class Member, the date of entry of Final Order and Judgment approving the Settlement;
- 2.24.2. If a Settlement Class Member files an objection to the Settlement or Class Counsel appeals the amounts awarded by the Court for attorney’s fees and/or costs and/or the incentive awards to the Class Representatives, the date the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Final Approval Order and Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought; or
- 2.24.3. If an appeal or other judicial review has been taken or sought: (i) the date the Final Approval Order and Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order and Judgment is entered by the Court after remand and the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Final Approval Order and Judgment has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Subsection shall apply.
- 2.25 **“Total Settlement Amount”** means the total amount that Defendant shall pay in connection with this Settlement, which shall be inclusive of Attorneys’ Fees and Costs approved by the Court, any incentive awards to Class Representatives approved by the Court, the Court-approved Settlement Administration Costs, the LWDA Payment, amounts paid to Participating Class Members, taxes, and payroll contributions. Subject to approval by the Court and the terms of this Agreement, the Total Settlement Amount that Defendant shall be required to pay is Two Million Two Hundred Thousand Dollars (\$2,200,000.00). The Parties reserve the right to withdraw from this Agreement if the Court in any way modifies the Total Settlement Amount.

3. RECITALS

- 3.1 Plaintiff Abraham Marin commenced a putative class action lawsuit against Defendant Word & Brown Insurance Administrators, Inc. on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since March 6, 2015. On January 13, 2021, Plaintiff Marin filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (“Operative Complaint”), which among other things, adds Sheree Willis as a named plaintiff and a cause of action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”). The Operative Complaint alleges that Defendant violated the California Labor Code and California Business and Professions Code sections 17200, *et seq.* 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.
- 3.2 The Parties exchanged documents and information before mediating this action. After reviewing documents regarding Defendant’s wage-and-hour policies and practices, and analyzing Defendant’s time and pay records, Class Counsel was able to evaluate the risks of continued litigation and prepared damages models/analysis prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.
- 3.3 On July 22, 2020, the Parties, participated in a private mediation with Hon. Louis Meisinger (Ret.), an experienced mediator. With the aid of the mediator’s evaluations, Parties ultimately agreed to a settlement, the material terms of which are encompassed within this Settlement Agreement.
- 3.4 Plaintiffs and their counsel believe this Litigation is meritorious based on applicable law or an extension thereof. Based on investigation and evaluation, Class Counsel believes the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.
- 3.5 Defendant has also actively investigated the facts surrounding the claims brought by Plaintiffs on behalf of the putative class, and actively and aggressively defended themselves from said claims. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged. Defendant further asserts that it has complied with all applicable provisions of California statutory and common law and have a good faith belief based on existing law that its practices were, and are, in compliance.
- 3.6 The entry of Final Approval Order and Judgment in this Litigation shall, as more specifically discussed herein, resolve all claims which were or reasonably could have been alleged in the Operative Complaint filed in the Litigation, with the exception of any claims which might be retained by the respective Settlement Class Members who exclude

themselves from the Settlement. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

- 3.7 Each of the forgoing Recitals is incorporated into this Agreement as if fully set forth in the body of the Agreement.

4. CERTIFICATION OF SETTLEMENT CLASS

- 4.1 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class is a conditional certification for settlement purposes only. If for any reason the Court does not grant final approval of the Settlement as negotiated by the Parties, or if final approval of the Settlement as negotiated by the Parties is not given following the appeal of any order by the Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void without further action by the Court or by any of the Parties. In such circumstances, each Party shall retain all of their respective rights and shall be returned to their relative legal positions prior to execution of the Agreement. Neither this Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in this Litigation or any other legal proceeding, except for the enforcement of same. This is a global settlement contingent on resolution of all claims asserted by the Settlement Class.
- 4.2 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class for settlement purposes is in no way an admission by Defendant that class certification is proper in any other litigation, including other wage-and-hour cases, pending against Defendant or that may in the future be filed against Defendant.

5. TERMS OF SETTLEMENT

- 5.1 Subject to the other terms and conditions of this Agreement, and in consideration of the contemplated pleadings and releases set forth in this Agreement, and subject to Court approval, Defendant agrees that the Total Settlement Amount shall be Two Million Two Hundred Thousand Dollars (\$2,200,000.00). This is a non-reversionary settlement.
- 5.1.1. All Settlement Class Members who do not opt out of the Settlement (i.e., Participating Class Members) shall be eligible to receive a share of the Net Settlement Amount ("Individual Settlement Share"). Each Individual Settlement Share shall be allocated as wages, interest, and penalties as set forth in section 5.1.8 and distributed as set forth below:
- 5.1.1.1. Each Participating Class Member shall be awarded credit for each workweek he or she worked while actively employed by Defendant as a Settlement Class Member during the Settlement Class Period ("Workweek"). Workweeks will be calculated by the Settlement Administrator by determining the number of days between each Participating Class Member's start and end dates of employment during the Settlement Class Period and dividing by 7. Each Settlement Class

Member shall be credited with at least one (1) Workweek.

- 5.1.1.2. Each Participating Class Member's Individual Settlement Share shall be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total number of credited Workweeks, and the denominator of which is the total of all Workweeks credited to all Participating Class Members during the Settlement Class Period.
- 5.1.2. Plaintiffs may request that, subject to approval by the Court, the Class Representatives be paid an incentive award not to exceed Five Thousand Dollars (\$5,000.00) to each of them, in addition to any Individual Settlement Share to which they may be entitled from the Net Settlement Amount. Defendant agrees not to oppose this request by Plaintiffs.
- 5.1.3. Class Counsel may apply to the Court for an award of Attorneys' Fees and Costs, which shall be paid from the Total Settlement Amount. Defendant will not oppose Class Counsel's application for an award of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount, plus a request for reimbursement of reasonable litigation costs and expenses not to exceed Fifty Thousand Dollars (\$50,000.00). With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's counsel shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.
- 5.1.4. The Parties agree that the Court's approval or denial of any request for Attorneys' Fees and Costs or of the Class Representatives' incentive awards are not conditions to this Agreement, and are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the Settlement. Any order or proceeding relating to the application by Class Counsel for an award of Attorneys' Fees and Costs or for the Class Representatives' incentive awards shall not operate to terminate or cancel this Agreement.
- 5.1.5. The Parties agree that, subject to approval by the Court, the amount of Two Hundred Thousand Dollars (\$200,000.00) from the Total Settlement Amount shall be allocated as civil penalties pursuant to PAGA ("PAGA Amount") and represents a fair and equitable sum for resolution of said claims. The PAGA Amount shall be paid from the Total Settlement Amount, 75% of which (\$150,000.00) will be paid to the LWDA (i.e., LWDA Payment) and 25% of which (\$50,000.00) will be part of the Net Settlement Amount for distribution to Participating Class Members. The Parties also agree to submit a copy of this Agreement to the LWDA at the same time it is provided to the Court pursuant to California Labor Code section 2699(1)(2).

- 5.1.6. The Parties agree that, subject to approval by the Court, payment of the sum of Fourteen Thousand Dollars (\$14,000.00) shall serve as the maximum reasonable Settlement Administration Costs to the Settlement Administrator, an amount that shall be paid from the Total Settlement Amount. In the event the Settlement Effective Date does not occur, any portion of the Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by Plaintiffs and Defendant equally. However, if Defendant elects to terminate the Settlement pursuant to section 14.3 below, then Defendant shall be responsible for all reasonable Settlement Administration Costs incurred by the Settlement Administrator as of that date. Any dispute relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court if it cannot be resolved by the Parties. The Settlement Administrator shall regularly and accurately report to the Parties, in written form when requested, on the substance of the work performed.
- 5.1.7. If the Court reduces or awards less than: (i) the amount allotted for Attorneys' Fees and Costs; (ii) the amount allotted for incentive awards to the Class Representatives; (iii) the proposed maximum Settlement Administration Costs; (iv) the proposed amount allocated to the LWDA pursuant to PAGA, or if any Settlement Class Member opts-out of the Settlement, such reduction(s) shall be part of the Net Settlement Amount.
- 5.1.8. The Parties agree that Individual Settlement Shares to Participating Class Members shall be allocated 33 1/3% as wages ("Wages Portion"), 33 1/3% as penalties, and 33 1/3% as interest such that 66 2/3% of any monies distributed to Participating Class Members shall be characterized as 1099 income. The Wages Portion shall be subject reduction for the employee's and employer's share of any and all necessary deductions, withholdings, or taxes ("Employment Taxes"), and paid by the Settlement Administrator from the Total Settlement Amount.
- 5.1.9. The payments made to Participating Class Members pursuant to this Agreement are not being made for any other purpose and shall not be construed as creating an employment relationship in the case where the prior relationship has ended, nor shall payments be considered compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefit, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this settlement.
- 5.1.10. Checks issued to Participating Class Members pursuant to this Agreement shall remain valid and negotiable for a period of one hundred eighty (180) calendar days from the date of mailing. The Settlement Administrator shall perform a skip-trace search on any checks that are returned as undeliverable and perform a single re-mailing to any addresses located. After the 180-day period, the Settlement Administrator shall void any check that is not cashed, deposited, and/or negotiated.
- 5.1.11. All uncashed checks will be treated pursuant to Code of Civil Procedure Section 384 as a *cy pres* distribution to the State Bar of California's Justice Gap Fund, 180

Howard Street, San Francisco, CA 94105. The Parties each represent that they do not have any financial interest in the State Bar of California's Justice Gap Fund or otherwise have a relationship with the State Bar of California's Justice Gap Fund that could create a conflict of interest. The Settlement Administrator shall reverse any tax documents issued to Participating Class Members who did not cash their check. After the 180-day check cashing deadline, the Settlement Administrator shall file a declaration with the Court that states the amount of uncashed Individual Settlement Share checks and the amount of interest that has accrued thereon ("Final Report"), and the attorneys for the Parties shall submit a stand-alone stipulation to amend Judgment and proposed stipulated amended Judgment memorializing the Parties' agreement to amend the judgment to adopt the administrator's determination of the amount of unpaid residue, plus any interest that has accrued thereon from the date of entry of the initial judgment, to be paid to the *cy pres*.

- 5.2 Prior to mediation, Defendant initially provided data which Class Counsel analyzed and based on which Class Counsel calculated that the total Workweeks for the Settlement Class as of July 15, 2020 was 89,306. Thereafter, Defendant provided updated data for the Settlement Class as of July 15, 2020, which Class Counsel analyzed and based on which Class Counsel calculated that the Total Workweeks were 91,787 Workweeks. The Parties agree that if the number of Workweeks for the Settlement Class as of July 15, 2020 exceeds 91,787 by more than 10%, the Total Settlement Amount will be subject to a *pro rata* increase to the extent there are additional Workweeks above the 10% Workweek threshold.

6. NOTICE OF THE SETTLEMENT

- 6.1 Within thirty (30) calendar days after the Court grants preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a listing of all Settlement Class Members, including the following information/data for each Settlement Class Member: (1) full name; (2) last known mailing address; (3) last known telephone number; (4) Social Security Number; (5) dates of employment in a non-exempt position; and (6) the applicable number of Workweeks of each Settlement Class Member during the Settlement Class Period in order to calculate each Settlement Class Member's respective Individual Settlement Share (hereinafter the "**Class List**"). The Class List shall be based on the data kept in the ordinary course of business in Defendant's records and to the extent such information is available in Defendant's current records. The Parties agree that the contents of the Class List are confidential and shall not be shared with third parties other than the Settlement Administrator, who shall also agree to maintain the confidentiality of the Class List. The Class List minus Social Security Numbers shall also be provided to Class Counsel at the time it is provided to the Settlement Administrator so that Class Counsel may carry out its duties and obligations to the Settlement Class. Moreover, Class Counsel shall be provided the current name and contact information of any Settlement Class Member who submits an objection or who contests the Workweeks credited to him or her in the Notice.
- 6.2 Subject to approval by the Court, a "Notice" substantially in the form attached as **Exhibit 1** shall be sent by the Settlement Administrator to all Settlement Class Members, along with the Opt-Out Form in the form attached as **Exhibit 2** and the Objection Form in the

form attached as **Exhibit 3**, in English and Spanish only by first class mail. The Notice shall describe the terms of Settlement and the claims released, contain information regarding the Settlement Class Members' individual number of workweeks and estimated individual settlement payment, describe the opt-out and dispute process, and shall advise Settlement Class Members of their right and the process by which to object to the Settlement, and the date set by the Court for a hearing on final approval of the Settlement.

- 6.3 Within fifteen (15) calendar days of receiving the Class List, the Settlement Administrator will complete the mailing of the Notice, Opt-Out Form, and Objection Form (collectively, "**Notice Packet**"), to all Settlement Class Members.
- 6.4 Prior to mailing the Notice Packet, the Settlement Administrator shall process the Class List against the National Change of Address ("NCOA") Database maintained by the United States Postal Service ("USPS"). It shall be conclusively presumed that if the Notice Packet is not returned as "undeliverable," the Settlement Class Member received the Notice Packet.
- 6.5 With respect to Notice Packets that are returned as undeliverable, if a forwarding address is provided by the USPS, the Settlement Administrator shall re-mail the Notice Packet within three (3) business days. If a Notice Packet is "undeliverable" and no forwarding address is provided, the Settlement Administrator shall employ standard skip-tracing to obtain updated address information and shall re-mail the Notice Packet to those Settlement Class Members. All re-mailings to skip-traced Settlement Class Members shall be promptly performed during the notice and opt-out period and must be completed no later than ten (10) days prior to the Response Deadline.
- 6.6 To the extent that Class Counsel becomes aware of new contact information for any Settlement Class Member, Class Counsel shall promptly communicate that information to the Settlement Administrator. Within two (2) business days of receiving such information, the Settlement Administrator shall cause a Notice Packet to be mailed to the Settlement Class Member's updated address.
- 6.7 Along with the motion for final approval, the Settlement Administrator shall provide an estimated high, average, and low for Individual Settlement Shares, along with Plaintiffs' estimated Individual Settlement Shares.

7. WORKWEEK DISPUTES, OPT-OUT, OBJECTION, AND DISTRIBUTION PROCESS

- 7.1 The amount that each Settlement Class Member is eligible to receive under this Settlement shall be determined in accordance with the formula set forth in Subsections 5.1.1.1 and 5.1.1.2.
- 7.2 Each Settlement Class Member will have the opportunity, should he or she disagree with Defendant's records regarding the number of Workweeks credited to him or her during the applicable Settlement Class Period as stated on the Notice, to provide documentation and/or an explanation postmarked or to be received by the Settlement Administrator by the Response Deadline in support of his or her claim of a different number of Workweeks. If

there is a dispute related to the number of Workweeks, the Settlement Administrator will consult with Class Counsel and Defendant's counsel to determine whether an adjustment is warranted. The Settlement Administrator's final determination regarding the number of Workweeks that each Settlement Class Member is eligible to receive under this Settlement shall be binding upon the Participating Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation, or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

- 7.3 Within fifteen (15) business days of the Response Deadline, the Settlement Administrator shall provide a spreadsheet to Class Counsel and to Defendant's Counsel that contains information sufficient to determine: the amount proposed to be paid to each Participating Class Member and the names, addresses, and last four digits of the Social Security Numbers of any Settlement Class Members who opted-out of the Settlement. The Settlement Administrator will keep originals, including postmarked envelopes of all documents associated with disputes over the credited Workweeks and make copies of them available to Defendant and/or Class Counsel upon reasonable request.
- 7.4 Defendant will provide the Settlement Administrator with the Total Settlement Amount by bank wire within twenty-one (21) calendar days of the Settlement Effective Date. The Settlement Administrator will maintain the funds in an account that enables the funds to accrue interest. Within ten (10) calendar days from receipt of the funds, the Settlement Administrator shall then disburse the funds under the Settlement, as approved by the Court.
- 7.5 Class Counsel shall deliver to the Settlement Administrator written instructions that describe the manner and mode of payment of such Attorneys' Fees and Costs, and a fully-executed Form W-9 with respect to the entity(ies) to whom the Attorneys' Fees and Costs shall be paid. The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for such amounts paid for attorneys' fees under this Settlement. Notwithstanding the foregoing, Class Counsel shall not apply for, and shall not be awarded, attorneys' fees and/or costs in any amounts that are in excess of the amounts set forth in this Agreement.
- 7.6 Payments to Participating Class Members, Class Counsel, the Class Representatives, and the California Labor and Workforce Development Agency shall be made by the Settlement Administrator within ten (10) calendar days from the Settlement Administrator's receipt of the Total Settlement Amount from Defendant.
- 7.7 Opt-Out Forms.
 - 7.7.1.A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the release of claims contained in this Agreement, must submit an Opt-Out Form or written request for exclusion (together, "Request for Exclusion") directly to the Settlement Administrator, postmarked by the Response Deadline. The Settlement Administrator shall promptly send a copy of any Request for Exclusion to both Class Counsel and Defendant's Counsel. For a Request for Exclusion to be accepted, it must be timely and valid. To be timely, it must be postmarked by the Response Deadline. To be valid, the Request for Exclusion shall contain a statement that clearly conveys the Settlement Class Member's request to be excluded from the

Settlement, his/her full name and the last four digits of the Settlement Class Member's Social Security Number on record with Defendant, and it must be signed and dated by the Settlement Class Member. Plaintiffs agree that they will not submit a Request for Exclusion.

- 7.7.2.A Settlement Class Member who submits a timely and valid Request for Exclusion is not eligible to recover a *pro rata* share of the Net Settlement Amount (i.e., Individual Settlement Share). A Settlement Class Member who submits a timely and valid Request for Exclusion will recover no monies from the Net Settlement Amount.
- 7.7.3.The Settlement Administrator shall maintain a list of persons who have excluded themselves from the Settlement and shall provide such list to Defendant and upon request to Class Counsel should it be required to comply with the Court's request or order. The Settlement Administrator shall retain the originals of all Requests for Exclusion (including the envelopes with the postmarks) received from Settlement Class Members, and shall make copies available to Defendant or Class Counsel upon request.
- 7.7.4. Defendant acknowledges that California law prohibits them from retaliating against any Settlement Class Member for participating in the Settlement. Defendant will not induce any current or former employee to opt out of or object to the Settlement.
- 7.8 A Settlement Class Member who does not opt out of the Settlement and wishes to object to the Settlement must submit to the Settlement Administrator a timely and valid Objection Form or written brief or statement of objection (together, "Objection"). The Objection must: (1) state the full name of the Participating Class Member; (2) be signed by the Participating Class Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the address specified on the Notice. With the motion for final approval, Plaintiffs will present a full report to the Court on all exclusions and objections received.
- 7.9 In the event that Final Approval of this Settlement is not granted by the Court, neither the Settlement, nor any documents related to this Settlement or negotiations leading to the Settlement may be used as evidence for any purpose, and Defendant shall retain the right to challenge all claims and allegations in the Litigation and assert all applicable defenses.
- 7.10 Should the Court decline to approve this Agreement in any material respect, except for approval of the award of Class Counsel's Attorneys' Fees and Costs or the Class Representatives' incentive awards, Defendant shall have no obligation to make any payment under this Agreement, and in the event that Defendant has made any such payment, such monies shall be returned promptly to Defendant (minus any Settlement Administration Costs already reasonably incurred by the Settlement Administrator).
- 7.11 Payment of Taxes
- 7.11.1. The Settlement Administrator shall be responsible for calculating and timely paying any and all payroll tax deductions to be withheld from the Wages Portion to the appropriate tax authorities, as required under this Agreement and applicable

law. This includes any and all applicable taxes, whether traditionally the responsibility of employer or employee. The Settlement Administrator's responsibilities include the following: (a) filing all Federal, state and local employment tax returns, tax withholding returns, and any other tax returns associated with the taxes, (b) timely and proper filing of all required Federal, state and local information returns (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and (c) completion of any other steps necessary for compliance with any tax obligations of the settlement fund under Federal, state and/or local law. To verify the Settlement Administrator's compliance with the foregoing withholding and reporting requirements, as soon as administratively practicable, the Settlement Administrator shall furnish Class Counsel and Defendant's Counsel with copies of all filed tax returns and information returns (including all 1099 and W-2 information returns) upon request, and a final accounting adequate to demonstrate full compliance with all tax withholding, payment, deposit and reporting obligations.

- 7.11.2. Each party to this Agreement (for purposes of this section, the "Acknowledging Party"; and each party to this Agreement other than the Acknowledging Party, and "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

8. COMPREHENSIVE RELEASE

- 8.1 If the Court grants final approval of the Settlement, upon the Settlement Effective Date and payment of the Total Settlement Amount, each Participating Class Member will be bound by 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 Claims").

- 8.2 General Release of Claims by Plaintiffs Abraham Marin and Sheree Willis: Upon the Settlement Effective Date and in consideration of the payment to the Class Representatives of the incentive awards of \$5,000, Plaintiffs 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, and each of them, hereby release, acquit, and forever discharge Released Parties, and each and all of them, of and from any and all obligations, debts, claims, liabilities, demands, and causes of action of every kind, nature and description whatsoever, whether or not now known, suspected or claimed, which they ever had, now have, or may hereafter acquire by reason, accruing from the beginning of time until the date that the final approval of the Settlement is granted, including all claims, known or unknown. The foregoing release shall be effective as a bar to any and all claims of any character, nature or kind, known or unknown, suspected or unsuspected specified herein. Class Representatives expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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.

9. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

- 9.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of an order granting preliminary approval of the Settlement, substantially in the following form:
- 9.1.1. Certifying the Settlement Class for settlement purposes in accordance with Section 4 of this Agreement;
 - 9.1.2. Scheduling a final approval hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the proposed Settlement Class;

- 9.1.3. Approving as to form and content the proposed Notice, Opt-Out Form, and Objection Form;
- 9.1.4. Directing the mailing of the Notice Packet by first class mail to the Settlement Class Members;
- 9.1.5. Preliminarily approving the Settlement;
- 9.1.6. Approving Lawyers *for* Justice, PC as Class Counsel;
- 9.1.7. Approving Abraham Marin and Sheree Willis as Class Representatives; and
- 9.1.8. Approving Simpluris, Inc. as the Settlement Administrator.
- 9.2 Defendant shall cooperate with Class Counsel as necessary to obtain preliminary approval, except that it need take no affirmative position as the award of Attorneys' Fees and Costs.
- 9.3 The Parties agree that neither Plaintiffs nor Plaintiffs' counsel will communicate the terms of this settlement or otherwise publicize the terms of or fact of this settlement prior to the filing of the Motion for Preliminary Approval, except that Plaintiffs' counsel shall be permitted to file the necessary documents with the court to obtain approval of the settlement and advise Settlement Class Members.
- 10. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL
- 10.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a proposed Final Approval Order and Judgment. The proposed Final Approval Order and Judgment shall:
 - 10.1.1. Approve the Settlement, including the PAGA Amount, adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions;
 - 10.1.2. Approve an award of Attorneys' Fees and Costs to Class Counsel; and
 - 10.1.3. Approve incentive awards to the Class Representatives;
- 10.2 Defendant shall cooperate with Class Counsel as necessary to obtain final approval and the Court's final judgment.

11. MUTUAL FULL COOPERATION

- 11.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of all necessary documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this

Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure entry of the Final Approval Order and Judgment.

- 11.2 If a Party cannot reasonably comply with an obligation under this Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

12. STATEMENT OF NO ADMISSION

- 12.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant, and Defendant denies liability therefore. Nor shall this Agreement constitute an admission by Defendant as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Litigation. Likewise, nothing in this Agreement shall be construed or deemed an admission with regards to the validity of any of Defendant's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation, uncertainty, delays, all with the attendant inconvenience and expenses.
- 12.2 This Agreement, and all related documents, and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, including any wage and hour or other litigation against Defendant, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.
- 12.3 The Objection Form, Opt-Out Forms, Workweeks dispute, and any other evidence produced or created by any Settlement Class Member in connection with the settlement procedures pursuant to this Agreement, and any actions taken by Defendant in response to such documents, or the calculations by the Settlement Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.
- 12.4 In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation, including to conditional class certification.

13. BREACHES OF THE AGREEMENT

- 13.1 In the event of breach of this agreement or an action for enforcement of this agreement, the prevailing party is entitled to reasonable attorney's fees and costs.

14. VOIDING THE AGREEMENT

- 14.1 In the event that this Settlement is not approved by the Court, or if for any reason the Settlement Effective Date does not occur, the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any wage-and-hour, or other litigation against Defendant.
- 14.2 In the event that the Court does not approve the Attorneys' Fees and Costs in the amount requested by Class Counsel, or in the event that the Attorneys' Fees and Costs requested by Class Counsel is reduced, that finding shall not be a basis for rendering the entire Agreement null, void, or unenforceable. Class Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees and Costs.
- 14.3 If five percent (5%) or more of the Settlement Class Members submit timely and valid Requests for Exclusion, Defendant at its sole option may withdraw from this Settlement by giving written notice to Class Counsel and the Settlement Administrator within ten (10) business days of the Response Deadline.

15. PARTIES' AUTHORITY

- 15.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

16. NO PRIOR ASSIGNMENTS

- 16.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

16. NOTICES

- 16.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (iii) the third business day after mailing by United States registered or certified mail, return receipt requested, (iv) the date given if delivered by email. All notices given under this Agreement shall be addressed as follows:

16.1.1. To the Class:

Edwin Aiwanian, Esq.
LAWYERS FOR JUSTICE, PC
410 West Arden Ave, Suite 203
Glendale, CA 91203
Telephone.: (818) 265-1020
Facsimile: (818) 265-1021

Email: edwin@calljustice.com

16.1.2. To Defendant Word & Brown Insurance Administrators, Inc.:

Gregory S. Glazer, Esq.
Benjamin J. Treger, Esq.
HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard Suite 600
Santa Monica, California 90401
Tel: (310) 255-0705
Fax: (310) 255-0986
Email: gglazer@hkemploymentlaw.com
btregger@hkemploymentlaw.com

17. CONFIDENTIALITY

- 17.1 The negotiations, terms and existence of this Settlement will remain strictly confidential and shall not be discussed with anyone other than the Parties of record, their accountants and financial or tax advisors, counsel of record, or their retained consultants.
- 17.2 Any confidentiality associated with the terms of this Settlement shall expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court, except that the negotiations and discussions preceding submission of the Settlement to the Court for preliminary approval, and any further negotiations and discussions between the time of preliminary approval and final approval shall remain strictly confidential, unless otherwise agreed to by the Parties or unless otherwise ordered by the Court.

18. MISCELLANEOUS PROVISIONS

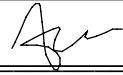
- 18.1 Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or her or its counsel participated in the drafting of this Agreement.
- 18.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.
- 18.3 Modification. This Settlement may not be changed, altered, or modified, except in a writing signed by counsel for the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties in writing without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.
- 18.4 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the

resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

- 18.5 Attorneys' Fees. If a Party to this Settlement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the non-prevailing Party, reasonable attorneys' fees and costs.
- 18.6 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 18.7 Class Counsel and Class Representative Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice will provide all Settlement Class Members with a summary of the Settlement, and will advise all Settlement Class Members of the binding nature of the release. Excepting only those Settlement Class Members who timely submit a Request for Exclusion, the Notice shall have the same force and effect as if this Settlement were executed by each Settlement Class Member.
- 18.8 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile signature, electronic signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.
- 18.9 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions. The parties agree that the Orange County Superior Court, Civil Complex Center, shall maintain jurisdiction to enforce the terms of this Agreement, and that all litigation arising out of this Agreement or any breach thereof shall be filed and constructed before the Orange County Superior Court, unless the Parties agree in writing to an alternative venue of litigation.

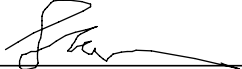
On Behalf of Plaintiff Abraham Marin:

Dated: 04/09/2021, 2021

Electronically Signed 2021-04-10 03:12:22 UTC - 107.77.229.167

AssureSign® 8f96a6da-b746-4794-a47b-ad04018161b1
Abraham Marin, Plaintiff

On Behalf of Plaintiff Sheree Willis:

Dated: 04/11/2021, 2021

Electronically Signed 2021-04-11 16:21:56 UTC - 76.217.200.110
AssureSign®  60c990715b4146a8-a659-ad04018161b1

Sheree Willis, Plaintiff

On Behalf of Defendant Word & Brown Insurance Administrators, Inc.:

Dated: _____, 2021

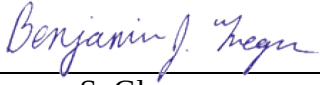
Name:

Title:

Approved as to form:

Dated: May 4, 2021, 2021

HIRSCHFELD KRAEMER LLP

By: 

Gregory S. Glazer
Benjamin J. Treger
Attorneys for Defendant WORD &
BROWN INSURANCE
ADMINISTRATORS, INC.

Dated: April 12, 2021

LAWYERS FOR JUSTICE, PC

By: 

Edwin Aiwarzian
Attorneys for Plaintiffs Abraham Marin
and Sheree Willis and Proposed Class
Counsel

On Behalf of Plaintiff Sheree Willis:

Dated: 04/11/2021, 2021

Electronically Signed: [Signature] 2021-04-11 16:21:56 UTC - 76.217.200.119
Authenticated: [Signature] 16:49:57Z (Sat Apr 10 2021) 76.217.200.119
Sheree Willis, Plaintiff

On Behalf of Defendant Word & Brown Insurance Administrators, Inc.:

Dated: 5/4/21, 2021

[Signature]
Name: IVONNE ROCA
Title: EVP OF HR

Approved as to form:

Dated: _____, 2021

HIRSCHFELD KRAEMER LLP

By: [Signature]
Gregory S. Glazer
Benjamin J. Treger
*Attorneys for Defendant WORD &
BROWN INSURANCE
ADMINISTRATORS, INC.*

Dated: April 12, 2021

LAWYERS FOR JUSTICE, PC

By: [Signature]
Edwin Aiwarzian
*Attorneys for Plaintiffs Abraham Marin
and Sheree Willis and Proposed Class
Counsel*

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:
