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Attorneys for Plaintiff Jorge Santos

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JORGE SANTOS, individually and on behalf of
other aggrieved employees,

Plaintiff,

v.

SSB INSURANCE SERVICES, INC., a
corporation; and DOES 1-20, inclusive,

Defendants.

Case No. 21STCV12501

ASSIGNED FOR ALL PURPOSES TO:
HON. MONICA BACHNER DEPT. 71

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: April 1, 2021
Trial Date: Not Yet Scheduled

This Stipulation and Agreement for Settlement of PAGA Representative Action is made and entered into by and between plaintiff Jorge Santos ("Santos") and defendant SSB Insurance Services, Inc. ("Defendant") (collectively, the "Parties") and is made in compromise of disputed claims. The Parties agree that the above-entitled representative action shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of the Court pursuant to Section 2699(1)(2) of the California Labor Code Private Attorneys General Act of 2004, Labor Code

1 section 2698, *et. seq.* (“PAGA”).

2 **DEFINITIONS**

3 1. “**Action**” means and refers to *Santos v. SSB Insurance Services, Inc.*, Case No.
4 21STCV12501, which is currently pending in Los Angeles County Superior Court.

5
6 2. “**Aggrieved Employees**” means all employees who were employed by Defendant,
7 or as part of Defendant’s business unit of Freeway Insurance Services America, LLC, as non-
8 exempt employees in California during the PAGA Period.

9 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
10 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
11 acknowledge sets forth all material terms and conditions of the Settlement between them, and
12 which is subject to Court approval pursuant to Section 2699(1)(2) of the California Labor Code
13 Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.*

14 4. “**Court**” means the California Superior Court, County of Los Angeles.

15 5. “**Defendant**” means SSB Insurance Services, Inc.

16 6. “**Effective Date**” of this Agreement shall be the later of (i) if no person or entity
17 objects to the Settlement, the date after service of notice of entry of the Final Order and Judgment;
18 (ii) if any person or entity objects to the Settlement and the Court nonetheless approves the
19 Settlement, the 61st day after service of notice of entry of the Final Order and Judgment, if no
20 appeal, review, writ, or other challenge has been filed; or (iii) if an appeal, review, writ, or other
21 challenge is sought from the Final Order and Judgment, the day after the Final Order and
22 Judgment is affirmed or the appeal, review, writ, or other challenge is dismissed or denied, and the
23 Final Order and Judgment are no longer subject to further judicial review. The Effective Date is
24 conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties,
25 PAGA Counsel, and Defendant’s counsel, and (b) the Court has entered the Final Order and
26 Judgment.

27 7. “**Final Order and Judgment**” means the proposed order granting approval of the
28 Settlement and entering Judgment, in the form substantially similar to that attached to this

1 Agreement as Exhibit 1.

2 8. **“Gross Settlement Amount”** means a maximum total of \$230,000, which includes
3 all payments owing as a result of this Agreement and includes: the PAGA Payment Fund;
4 Settlement Administration Costs; and PAGA Counsel Attorneys’ Fees and Costs as awarded by
5 the Court.

6 9. **“LWDA Payment”** means a payment to the California Labor Workforce and
7 Development Agency in an amount equal to 75% of the PAGA Payment Fund.

8 10. **“PAGA Payment Fund”** is the Gross Settlement Amount less all of the following:
9 PAGA Counsel’s Attorneys’ Fees and Costs, and Settlement Administration Costs. The PAGA
10 Payment Fund is paid from the Gross Settlement Amount and is comprised of the LWDA Payment
11 and PAGA Aggrieved Employee Payment.

12 11. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the PAGA
13 Payment Fund, to be distributed to the Aggrieved Employees.

14 12. **“PAGA Claim”** means the claim for civil penalties under the California Labor
15 Code Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”)
16 alleged in the Action.

17 13. **“PAGA Counsel”** means KJT Law Group, LLP.

18 14. **“PAGA Period”** means January 27, 2020 through the earlier of the date the Court
19 grants approval of the Settlement or November 30, 2021.

20 15. **“Santos”** means Plaintiff Jorge Santos.

21 16. **“Released Claims”** means all PAGA claims that were or could have been asserted
22 against Defendant in the Action on behalf of the Aggrieved Employees during the PAGA Period
23 based on or arising from the facts or claims alleged in the Action, including those in the Plaintiff’s
24 LWDA Notice. Without limiting the foregoing, and in addition to the foregoing, the release
25 includes all civil penalties under California Labor Code Sections 2699 *et seq.* for Defendant’s
26 alleged failure to: provide meal periods, provide rest breaks, pay minimum wages, pay and
27 properly calculate overtime wages, furnish accurate itemized wage statements, pay wages for all
28 hours worked, pay all wages due at separation of employment, and reimburse for all necessary

1 business-related expenses, pursuant to the corresponding alleged violations of California Labor
2 Code sections 201-204, 218.5, 226, 226.7, 432.5, 510, 511, 512, 526(a), 558, 1174, 1194 *et seq.*,
3 1197, 1197.1, 1198, 2800, 2802, 2698-2699, 2699.5, California Code of Regulations Title 8
4 section 11040, and the applicable IWC Wage Order provisions. The Released Claims only
5 include claims for civil penalties under PAGA.

6 17. “**Released Parties**” means Defendant and its respective current and former parents,
7 predecessors or successors, holding companies, affiliated companies or entities (including, but not
8 limited to, Freeway Insurance Services America, LLC) owners, investors, shareholders, members,
9 partners, officers, directors, managers, employees, agents, attorneys, insurers, assigns.

10 18. “**Settlement Administrator**” means CPT Group, Inc. or any other neutral third-
11 party administrator chosen by the Parties, subject to approval by the Court.

12 **RECITALS**

13 19. On or around January 25, 2021, Santos sent a PAGA Notice to the Labor and
14 Workforce Development Agency (“LWDA”), with a copy to Defendant. On April 1, 2021, Santos
15 filed a PAGA Representative Action Complaint in the Los Angeles County Superior Court (*Santos*
16 *v. SSB Insurance Services, Inc.*, Case No. 21STCV12501), which includes, among other things, a
17 PAGA claim for civil penalties and an award of reasonable attorneys’ fees and costs.

18 20. On September 22, 2021, the Parties participated in a full day mediation with Louis
19 Marlin, Esq. of Louis Marlin mediation. During the mediation, the Parties conducted a thorough
20 investigation into the facts of the Action. This included exchanging data and information, as well
21 as documents relating to the underlying alleged violations. The negotiations were rigorous and at
22 arm’s length. As a result of the mediation, the Settlement was reached. The Parties believe the
23 Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that
24 this Settlement Agreement constitutes a compromise of the Aggrieved Employees’ PAGA Claim,
25 and that it is the desire and intention of the Parties to effect a final and complete resolution of the
26 PAGA Claim.

27 21. The Parties enter into this Settlement Agreement on a conditional basis. In the
28 event the Court does not enter a Final Order and Judgment, substantially in the form attached as

Exhibit 1 to this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

22. Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should this Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to end litigation in the Action.

23. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Settlement Agreement finally disposes of the Action, with prejudice.

TERMS AND CONDITIONS

24. **Settlement Payments and Calculation of Claims.** The following table summarizes the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$230,000.00 Is Broken Down As Follows:</u>	
•	PAGA Counsel Attorneys' Fees not to exceed \$76,667.00
•	PAGA Counsel Attorneys' Costs not to exceed \$7,839.20
•	Settlement Administration Costs, not to exceed \$5,750.00
•	\$139,743.80 for the PAGA Payment Fund
○	\$104,807.85 for the LWDA Payment
○	\$34,935.95 for the PAGA Aggrieved Employee Payment

25. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of \$230,000.00. The Gross Settlement Amount includes payments to be made for PAGA Counsel's Attorneys' Fees and Costs, the PAGA Payment Fund, and Settlement Administration Costs. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "Settlement Administration Costs") will be paid from the Gross Settlement Amount and will not exceed **\$5,750.00**.

b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount an amount that is up to 33.33% of the Gross Settlement Amount for attorneys' fees to be **\$76,667.00**, and attorneys' costs of **\$7,839.20**.

c. PAGA Payment Fund: After deducting PAGA Counsel's Attorneys' Fees and Costs and Settlement Administration Costs from the Gross Settlement Amount, the remaining amount will comprise the PAGA Payment Fund. The PAGA Payment Fund is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The PAGA Payment Fund of approximately **\$139,743.80** shall be allocated 75% to the LWDA Payment, which is estimated to total **\$104,807.85** ($\$139,743.80 \times 75\%$). The remaining 25% of the PAGA Payment Fund, estimated to total **\$34,935.95** ($\$139,743.80 \times 25\%$), shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata* basis based on pay periods worked during the PAGA Period, as set forth below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment**."

Example:

Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods. All Aggrieved Employees were actively employed a combined total of 3,000 pay periods during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 25 pay periods for Aggrieved Employee A $\div$ 3,000 total pay periods for all Aggrieved Employees = 0.83%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.83% of the PAGA Aggrieved Employee Payment.¹

d. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded down.

26. **Release by Aggrieved Employees and State of California.**

a. **Terms of Release.** In exchange for the consideration recited in this Settlement Agreement, Santos, as representative for the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will forever completely release and discharge the Released Parties of any and all Released Claims. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

b. **No Claims Based On Stipulation and Agreement.** No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's counsel, Santos, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

27. **Request For Final Order and Judgment.** Upon execution of this Agreement, PAGA Counsel shall promptly file an unopposed motion with the Court requesting approval of this Settlement by submitting a proposed Final Order and Judgment, in a form substantially similar to Exhibit 1. Santos shall not file the motion or application requesting approval or final judgment with the Court until Defendant has been given the opportunity to review and approve it, which approval will not be unreasonably withheld. Santos agrees to comply with all requirements to give notice of the Settlement to the LWDA, as set forth in California Labor Code §2699(l).

28. **Settlement Funding.**

a. Upon the Court entering the Final Order and Judgment, and within 7 days after the Effective Date, the Settlement Administrator shall send Defendant's counsel electronic wiring instructions to fund the Gross Settlement Amount.

b. Within 21 days after the Effective Date, Defendant shall wire to the Settlement Administrator the Gross Settlement Amount (the "**Funding Date**").

c. Within 45 days after the Effective Date, the Settlement Administrator shall issue all payments required by this Agreement (the "**Payment Date**").

1 29. **PAGA List.** Within 15 days after the Effective Date, Defendant will provide a
2 PAGA List to the Settlement Administrator which will identify all Aggrieved Employees by
3 name, social security number, and last known home address (“**PAGA List**”). The PAGA List will
4 also contain the number of pay periods credited to each Aggrieved Employee during the PAGA
5 Period.

6 30. **List Of Individual Settlement Amounts.** Within 15 days after the Settlement
7 Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA
8 Counsel and Defendant’s counsel a Proceeds List reflecting the Individual PAGA Payment for
9 each Aggrieved Employee (“**Proceeds List**”). The Proceeds List provided to PAGA Counsel will
10 not include the Aggrieved Employees’ names, social security numbers or contact information but
11 will include pay period information.

12 31. **PAGA Payments to Aggrieved Employees.**

13 a. On the Payment Date, the Settlement Administrator will mail to each
14 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
15 Notice in English, attached as Exhibit 2 to this Agreement and (b) their Individual PAGA Payment
16 (collectively, the “**PAGA Packet**”).

17 b. Prior to mailing the PAGA Packet, the Settlement Administrator will update
18 all addresses using the National Change of Address System (NCOA). In the event that a PAGA
19 Packet is returned to the Settlement Administrator with a forwarding address, the Settlement
20 Administrator will re-send the PAGA Packet to the forwarding address identified. If no
21 forwarding address is provided, then the Settlement Administrator will promptly conduct a
22 “standard search,” sometimes called, “Skip Trace” or “Credit Header” searches, to locate a better
23 address. If a better address is found, the Settlement Administrator will promptly re-send the
24 PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without
25 a forwarding address, neither the Settlement Administrator, Defendant, or PAGA Counsel shall be
26 required to take further action.

27 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
28 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s

1 check is not cashed within that period, the settlement payment check will be voided and a stop-
2 payment will be issued. Neither Defendant, Defendant's counsel, Santos, nor PAGA Counsel will
3 have any liability for lost or stolen settlement payment checks, forged signatures on settlement
4 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash
5 a settlement payment check within the 180 day period.

6 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
7 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
8 distributed to the State Controller's Unclaimed Property Fund in the name(s) of the employee(s)
9 who did not claim the funds.

10 32. **Payments Of Attorneys' Fees And Costs, and the LWDA Payment.**

11 a. No later than the Payment Date, the Settlement Administrator will pay from
12 the Gross Settlement Amount to PAGA Counsel their Court-approved Attorneys' Fees and Costs.
13 Such payment is conditional upon PAGA Counsel providing the Settlement Administrator with
14 completed Form W-9s.

15 b. No later than the Payment Date, the Settlement Administrator will pay the
16 LWDA Payment from the PAGA Payment Fund by issuing a check in the approximate amount of
17 **\$104,807.85** (75% of the PAGA Payment Fund) payable to "California Labor Workforce and
18 Development Agency."

19 33. **Deadlines.** If any deadline specified in this Agreement falls on a Saturday,
20 Sunday, or Court holiday, the deadline will be automatically extended to the next regular business
21 day. Unless specified otherwise, all references to "days" shall mean calendar days.

22 34. **Enforcement and Continuing Jurisdiction of the Court.** Pursuant to the Parties'
23 agreement, this Settlement Agreement will be approved by the Court and will be enforceable by
24 the Court pursuant to California Code of Civil Procedure section 664.6. Even after the entry of the
25 Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Action
26 and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to
27 enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided
28 for in it, and to interpret it.

1 35. **Mutual Full Cooperation.** The Parties will fully cooperate with each other to
2 accomplish the terms of this Settlement Agreement, including, but not limited to, execution of
3 such documents and taking such other action as may be reasonably necessary or convenient to
4 implement it.

5
6 36. **Non-Admission Of Liability.** The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
8 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that
9 it has violated any federal, state, or local law; violated any regulations or guidelines promulgated
10 pursuant to any statute or any other applicable laws, regulations or legal requirements; violated or
11 breached any duty; engaged in any misrepresentation or deception; or engaged in any other
12 unlawful conduct with respect to the Action. Neither this Agreement, nor any of its terms or
13 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
14 concession by Defendant of any such violations or failures to comply with any applicable law.
15 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and
16 its terms and provisions shall not be offered or received as evidence in any action or proceeding to
17 establish any liability or admission on the part of Defendant or to establish the existence of any
18 condition constituting a violation of, or a non-compliance with, federal, state, local or other
19 applicable law. Similarly, in entering into this Agreement, Santos does not admit, and specifically
20 denies, the merits of Defendant's defenses. Neither this Agreement, nor any of its terms or
21 provisions, or documents submitted in support of the Settlement, nor any of the negotiations
22 connected with it, shall be construed as an admission or concession by Santos of the validity of
23 any of Defendant's claimed defenses to the Action. Except as necessary in a proceeding to
24 enforce the terms of this Agreement, this Agreement and its terms and provisions, as well as all
25 documents, pleadings, or declarations filed in support of the Agreement shall not be offered or
26 received as evidence in any action or proceeding to establish any defense in the Action.

27 37. **Effective Date Of Defendant's Obligations Under This Agreement.**
28 Defendant's obligations under this Settlement Agreement will become final and effective only

1 upon the occurrence of the Effective Date. In the event that any of the conditions specified in this
2 Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
3 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
4 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
5 or construed by or against any Party as a determination, admission, or concession of any issue of
6 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
7 respective rights regarding the prosecution and defense of the Action, including all available
8 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement
9 never existed.

10 38. **Nullification.** If: (1) the Court should for any reason fail to enter the Final Order
11 and Judgment without material modification; or (2) the Court's Final Order and Judgment is
12 reversed or modified as to any material term as defined above, or declared or rendered void as to
13 any material term as defined above, then (a) the Settlement Agreement shall become null and void;
14 and (b) the Parties will revert to their respective positions immediately prior to reaching the
15 settlement.

16 39. **Invalidation.** Invalidation of any material term of this Settlement Agreement will
17 invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the
18 remaining provisions will remain in full force and effect.

19 40. **No Publicity.** Santos and his counsel agree that the terms of this Settlement
20 Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading
21 to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be
22 discussed with or publicized or promoted to the media (including, without limitation, legal
23 periodicals and publications such as "Jury Verdicts," or disclosure of the Settlement Agreement on
24 any website of Plaintiffs' counsel), or the public at large, without the advance written consent of
25 Defendant. The Parties intend that this Paragraph shall prohibit Santos and/or his counsel from
26 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
27 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court
28 or those individuals necessary to effectuate the terms of the Agreement (which include Aggrieved

1 Employees [other than Santos], the Court, and the LWDA, on which no publicity or
2 communication restrictions will be placed). Notwithstanding the foregoing, Santos, and his
3 counsel: (1) may tell the public in general only that certain claims “have been resolved by the
4 Parties,” and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings
5 with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to
6 accountants or other tax professionals for the purpose of preparing tax returns.

7 41. **Entire Agreement.** This Settlement Agreement constitutes the entire integrated
8 agreement between the Parties relating to the Action, and no oral representations, warranties, or
9 inducements have been made to any party concerning this Settlement Agreement other than the
10 representations, warranties, and covenants contained and memorialized in this Settlement
11 Agreement.

12 42. **Authorization To Act.** PAGA Counsel warrants and represents that they are
13 authorized by Santos, and counsel of record for Defendant warrants that they are authorized by
14 Defendant, to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms, and to execute any other documents required
16 to effectuate the terms of this Settlement Agreement, except for any documents, including but not
17 limited to this Settlement Agreement, that are required to be executed by the Parties.

18 43. **Modification Only In Writing.** This Settlement Agreement may be amended or
19 modified only by a written instrument signed by all Parties or their successors in interest.

20 44. **Binding On Successors.** This Settlement Agreement is binding upon and will
21 inure to the benefit of the Parties to this Agreement, as well as their respective attorneys, past,
22 present, and future predecessors, successors, shareholders, officers, directors, employees, agents,
23 trustees, representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent
24 corporations, subsidiaries, and related or affiliated entities.

25 45. **No Prior Assignments.** Santos is deemed by operation of the Final Order and
26 Judgment to represent, covenant, and warrant that he has not directly or indirectly assigned,
27 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
28 portion of any liability, claim, demand, cause of action, or rights released and discharged by this

1 Agreement.

2 46. **Governing Law.** All terms of this Settlement Agreement will be governed by and
3 interpreted according to the laws of the State of California, without giving effect to conflicts of
4 laws principles.

5 47. **Counterparts.** This Settlement Agreement may be executed in one or more
6 counterparts. All executed counterparts and each of them will be deemed to be one and the same
7 instrument. Counsel for the Parties will exchange among themselves signed counterparts.

8 48. **Headings For Convenience Only.** The descriptive headings of any paragraphs or
9 sections of this Settlement Agreement are inserted for convenience of reference only and do not
10 constitute a part of this Settlement Agreement.

11 49. **Construction Of This Agreement.** The Parties agree that the terms and conditions
12 of this Settlement Agreement are the result of arms-length negotiations between the Parties and
13 that this Settlement Agreement will not be construed in favor of or against any Party by reason of
14 the extent to which any Party, or his or its counsel participated in the drafting of this Agreement.
15 This Settlement Agreement constitutes the entire agreement between the Parties. Except as
16 expressly provided in this Agreement, this Settlement Agreement has not been executed in
17 reliance upon any other oral or written representations or terms and no such extrinsic oral or
18 written representations or terms will modify, vary or contradict the terms of this Settlement
19 Agreement. In entering this Settlement Agreement, the Parties explicitly recognize California
20 Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide
21 that a written agreement is to be construed according to its terms and may not be varied or
22 contradicted by extrinsic evidence. Santos and Defendant had available to them the advice and
23 assistance of independent counsel. As such, neither Santos nor Defendant may claim that any
24 ambiguity in this Settlement Agreement should be construed against the other.

25 50. **Corporate Signatories.** Any person executing this Settlement Agreement or any
26 related document on behalf of a corporate signatory warrants and promises for the benefit of all
27 Parties that such person has been duly authorized by such corporation to execute this Settlement
28 Agreement or any related document.

51. **Representation By Counsel.** All of the Parties to this Settlement Agreement acknowledge that they have been represented by counsel throughout all negotiations which preceded the execution of this Settlement Agreement and that this Agreement has been executed with the consent and advice of counsel.

52. **Attorneys' Fees And Costs.** Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

IT IS SO AGREED.

Dated: 1/10/2022, 2022

DocuSigned by:
Jorge Santos
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Dated: _____, 2022

SSB Insurance Services, Inc.

By: Tim Clark
Its: Chief Human Resources Officer

Dated: _____, 2022

APPROVED AS TO FORM AND AGREEMENT TO BE BOUND BY PARAGRAPH 40:

By: _____
Christopher A. Adams, Esq.
KJT LAW GROUP, LLP
Attorneys for Plaintiff Jorge Santos, individually and on behalf of all Aggrieved Employees

51. **Representation By Counsel.** All of the Parties to this Settlement Agreement acknowledge that they have been represented by counsel throughout all negotiations which preceded the execution of this Settlement Agreement and that this Agreement has been executed with the consent and advice of counsel.

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IT IS SO AGREED.

Dated: _____, 2022

Jorge Santos

Dated: January 17, 2022

SSB Insurance Services, Inc.

Tim Clark

By: Tim Clark
Its: Chief Human Resources Officer

Dated: _____, 2022

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 40:

By:

Christopher A. Adams, Esq.
KJT LAW GROUP, LLP
Attorneys for Plaintiff Jorge Santos, individually and
on behalf of all Aggrieved Employees

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IT IS SO AGREED.

Dated: _____, 2022

Jorge Santos

Dated: _____, 2022

SSB Insurance Services, Inc.

By: Tim Clark
Its: Chief Human Resources Officer

Dated: January 10, 2022

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 40:

By:

Christopher A. Adams, Esq.
KJT LAW GROUP, LLP
Attorneys for Plaintiff Jorge Santos, individually and
on behalf of all Aggrieved Employees

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Dated: January 17, 2022

APPROVED AS TO FORM:

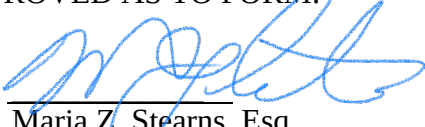
By: 
Maria Z. Stearns, Esq.
RUTAN & TUCKER, LLP
Attorneys for Defendant SSB Insurance Services,
Inc.

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JORGE SANTOS, individually and on behalf of
other aggrieved employees,

Plaintiff,

v.

SSB INSURANCE SERVICES, INC., a
corporation; and DOES 1-20, inclusive,

Defendants.

Case No. 21STCV12501

ASSIGNED FOR ALL PURPOSES TO:
HON. MONICA BACHNER DEPT. 71

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date Action Filed: April 1, 2021
Trial Date: Not Yet Scheduled

[PROPOSED] ORDER AND JUDGMENT

This matter came on for hearing on _____, 2022 at _____ in Dept. 71
of the above-captioned Court on plaintiff Jorge Santos’ (“Santos”) unopposed motion for approval
of a settlement agreement pursuant to the California Labor Code Private Attorneys General Act
(“PAGA”) (the “Settlement”).

Having received and considered the Settlement Agreement, the supporting papers filed by
Santos, and the evidence and arguments received by the Court, the Court grants approval of the
Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING
DETERMINATIONS:**

1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized
terms have the same meaning as defined in the Settlement Agreement that is attached as **Exhibit 1**

1 to this Order.

2 2. The California Labor Workforce and Development Agency (“LWDA”) has been
3 provided notice of the Settlement in accordance with PAGA, California Labor Code
4 § 2699(l)(2), (l)(4). In particular, on the date Santos filed his motion seeking approval of the
5 Settlement with the Court, he submitted to the LWDA a notice of the Settlement enclosing a copy
6 of the Settlement Agreement. Santos’ notice of the Settlement to the LWDA complied with the
7 notice requirements of PAGA.

8 3. The Court has jurisdiction over the subject matter of this litigation, over all
9 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
10 Settlement.

11 4. The Settlement is approved under Labor Code § 2699(l)(2).

12 5. The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to
13 this Order, fairly and adequately describes the Action, the approved Settlement, and is the best
14 notice practicable under the circumstances.

15 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
16 releases all Released Claims against the Released Parties.

17 7. The Gross Settlement Amount, PAGA Payment Fund and the methodology used to
18 calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of
19 the Individual PAGA Payments), in accordance with the Settlement is approved.

20 8. The Court approves CPT Group, Inc. to act as the Settlement Administrator. The
21 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
22 with the terms of the Settlement Agreement, not to exceed \$5,750.00.

23 9. The Court approves KJT Law Group, LLP as PAGA Counsel.

24 10. The Court awards PAGA Counsel attorneys’ fees in the amount of \$76,667.00 and
25 attorneys’ cost of \$7,839.20, which the Court finds to be fair and reasonable. The Court
26 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
27 the Settlement Agreement.

1 11. The Court authorizes the Settlement Administrator to calculate the PAGA Payment
2 Fund, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is
3 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
4 Agreement.

5 12. The Court finds that the LWDA Payment of \$104,807.85 as its share of the
6 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
7 Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement
8 Agreement.

9 13. The Court finds that the PAGA Aggrieved Employee Payment of \$34,935.95 as the
10 Aggrieved Employees' share of the settlement of civil penalties is fair and reasonable. The Court
11 authorizes the Settlement Administrator to pay the PAGA Aggrieved Employee Payment, in
12 accordance with the terms of the Settlement Agreement.

13 14. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
14 for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
15 uncashed after 180 days will be dispersed to the State Controller's Unclaimed Property fund in the
16 name(s) of the employee(s) who did not cash their checks, in accordance with the terms of the
17 Settlement Agreement.

18 15. Upon completion of the Settlement, the Settlement Administrator will provide
19 written certification of the completion to the Court and counsel for the Parties, which shall be filed
20 with the Court on or before _____.

21 16. Without affecting the finality of this order and entry of judgment, the Court retains
22 exclusive and continuing jurisdiction over the Action for purposes of supervising, administering,
23 implementing, and enforcing this Order and the Settlement.

24 17. Nothing in this Order or the Settlement shall be construed as an admission or
25 concession by any party. The Settlement and this resulting Order and entry of judgment simply
26 represent a compromise of disputed allegations.

1 18. The Court enters final judgment in accordance with the terms of the Settlement
2 Agreement and this Order.

3 19. Santos is directed to submit a copy of this Order and entry of judgment to the
4 LWDA within 10 days of the date of this Order and entry of judgment.

5 **IT IS SO ORDERED:**

6 DATED: _____, 2022

Honorable Monica Bachner
Judge of the Superior Court

EXHIBIT 2

Exhibit 2

[Date], 2021

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former SSB Insurance Services, Inc. Employee:

You have received this notice because SSB Insurance Services, Inc.'s ("SSB") records indicate that you have worked for SSB as an hourly, non-exempt employee at some time between January 27, 2020 through [redacted], 2021. This notice relates to the settlement of the lawsuit styled *Santos v. SSB Insurance Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV12501 (the "Lawsuit").

In the Lawsuit, Plaintiff Jorge Santos ("Santos") seeks civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows Santos to attempt to recover penalties on behalf of the State of California and on behalf of employees who Santos claims were "aggrieved" by alleged wage and hour violations on the part of SSB, including its alleged failure to: provide meal periods, provide rest breaks, pay minimum wages, pay and properly calculate overtime wages, furnish accurate itemized wage statements, pay wages for all hours worked, pay all wages due at separation of employment, and reimburse for all necessary business-related expenses.

SSB strongly disputes Santos' allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, SSB has made a business decision to settle the Lawsuit, which settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be distributed to the State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuits.

If you have any questions about this notice, please contact the Settlement Administrator, CPT Group, Inc. at ([redacted]) [redacted] - [redacted].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUITS. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.