

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Iona Levin (SBN 294657)

iona@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, JESSICA DIAZ, CHRISTOPHER LOPEZ,
on behalf of themselves and all others similarly situated
and aggrieved

Michael Di Lando, SBN 119665

mdilando@rdwlaw.com

Orion Robinson SBN 293796

orobinson@rdwlaw.com

ROBINSON DI LANDO

A Professional Law Corporation

801 S. Grand Avenue, Suite 500

Los Angeles, California 90017

Telephone: (213) 229-0100

Fax No.: (213) 229-0114

Attorneys for Defendants UCA GENERAL INSURANCE SERVICES, INC., PRECISION
RISK MANAGEMENT, INC. and PACIFIC PIONEER INSURANCE GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JESSICA D. DIAZ and CHRISTOPHER I.
LOPEZ, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

UCA GENERAL INSURANCE SERVICES,
INC., a California corporation; PRECISION
RISK MANAGEMENT, INC., a California
corporation; PACIFIC PIONEER
INSURANCE GROUP, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 30-2021-01185227-CU-OE-
CXC

CLASS ACTION

[Assigned For All Purposes to the Hon.
Randall J. Sherman, Dept. CX105]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: February 22, 2021
TRIAL DATE: None set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiffs
3 Jessica D. Diaz and Christopher I. Lopez ("Plaintiffs"), on behalf of themselves and all others
4 similarly situated and aggrieved, on one hand; and defendants UCA General Insurance
5 Services, Inc. ("UCA"), Precision Risk Management, Inc. ("Precision"), and Pacific Pioneer
6 Insurance Group, Inc. ("PPIG") (collectively "Defendants"), on the other hand, in the lawsuits
7 entitled *DIAZ, et al. v. UCA GENERAL INSURANCE SERVICES, INC. et al.*, Orange County
8 Superior Court Case Number 30-2021-01185227-CU-OE-CXC (the "Class Action") and *DIAZ,*
9 *et al. v. UCA GENERAL INSURANCE SERVICES, INC., et al.* Orange County Superior Court
10 Case Number 30-2021-01198713-CU-OE-CXC (the "PAGA Action" and collectively with the
11 Class Action, the "Action"). Plaintiffs and Defendants shall be, at times, collectively referred to
12 as the "Parties". This Agreement is intended by the Parties to fully, finally and forever resolve
13 the claims as set forth herein, based upon and subject to the terms and conditions of this
14 Agreement.

15 **1. DEFINITIONS**

16 **A. "Action"** means the lawsuits entitled *DIAZ, et al. v. UCA GENERAL*
17 *INSURANCE SERVICES, INC. et al.*, Orange County Superior Court Case Number 30-2021-
18 01185227-CU-OE-CXC (the "Class Action") and *DIAZ, et al. v. UCA GENERAL INSURANCE*
19 *SERVICES, INC., et al.* Orange County Superior Court Case Number 30-2021-01198713-CU-
20 OE-CXC (the "PAGA Action" and collectively with the Class Action, the "Action").

21 **B. "Aggrieved Employees"** means Class Members working for Defendants, as non-
22 exempt employees during the PAGA Period in the State of California.

23 **C. "Class Counsel"** means David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel
24 of Bibiyan Law Group, P.C. The term "Class Counsel" shall be used synonymously with the term
25 "Plaintiffs' Counsel."

26 **D. "Class Period"** means the period from February 22, 2017 through November 11,
27 2022, unless shortened pursuant to Paragraph 17 of this Agreement.

28 ///

1 **E. “Class Notice”** means and refers to the notice sent to Class Members after
2 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
3 Agreement.

4 **F. “Court”** means the Superior Court of the State of California for the County of
5 Orange.

6 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
7 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
8 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
9 appeals have been filed, the date on which they have been resolved or exhausted.

10 **H. “Defendants”** means UCA General Insurance Services, Inc. (“UCA”),
11 Precision Risk Management, Inc. (“Precision”), and Pacific Pioneer Insurance Group, Inc.
12 (“PPIG”).

13 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
14 the wage portions of the Individual Settlement Payments under the Federal Insurance
15 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
16 and contributions required of employers, such as for unemployment insurance.

17 **J. “General Release”** means the broader release of claims by Plaintiffs, which is in
18 addition to Plaintiffs’ limited release of claims as a Participating Class Member.

19 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Four
20 Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00), which shall be paid by
21 Defendants, from which all payments for the Individual Settlement Payments to Participating
22 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
23 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
24 PAGA Payment and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
25 which shall be paid by Defendants separate, apart and in addition to the Gross Settlement
26 Amount.

27 ///

28 ///

1 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
2 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
3 Settlement Share if he or she is also a Participating Class Member.

4 **M. “Individual Settlement Payment”** means a payment to a Participating Class
5 Member of his or her net share of the Net Settlement Amount.

6 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
7 Amount that a Participating Class Member is projected to receive based on the number of
8 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
9 shall be reflected in his or her Class Notice.

10 **O. “LWDA Payment”** means the payment to the State of California Labor and
11 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
12 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
13 Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents
14 (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and
15 Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand
16 Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
17 based on the Pay Periods worked for Defendants as a non-exempt, hourly-paid employee in
18 California in the PAGA Period (*i.e.* the PAGA Payment).

19 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
20 that is available for distribution to the Participating Class Members after deductions for the Court-
21 approved allocations for Settlement Administration Costs, a Service Award to Plaintiffs, an
22 award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the
23 LWDA Payment and the PAGA Payment.

24 **Q. “Class Action Operative Complaint”** means the complaint filed in the Class
25 Action.

26 **R. “PAGA Action Operative Complaint”** means the complaint filed in the PAGA
27 Action.

28 ///

1 **S. “PAGA Payment”** is the 25% portion of the Twenty Thousand Dollars and Zero
2 Cents (\$20,000.00) that is allocated toward PAGA penalties (Five Thousand Dollars and Zero
3 Cents (\$5,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
4 Pay Periods worked as non-exempt, hourly-paid employees in California in the PAGA Period,
5 which would be in addition to their Individual Settlement Payment if they are Participating Class
6 Members, as well.

7 **S. “PAGA Period”** means the period from February 19, 2020 through the end of the
8 Class Period.

9 **T. “Pay Periods”** means the number of pay periods that a Settlement Class Member
10 was employed by the Defendants in a non-exempt, hourly position during the Class Period in
11 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
12 applicable).

13 **U. “Participating Class Members”** means all Settlement Class Members who do
14 not submit a timely and valid Request for Exclusion.

15 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
16 Settlement Amount that a Participating Class Member is eligible to receive based on the number
17 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
18 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
19 may be entitled if he or she is also an Aggrieved Employee.

20 **V. “Plaintiffs,” “Named Plaintiffs” or “Class Representatives”** shall refer to
21 Plaintiffs Jessica Diaz and Christopher Lopez.

22 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
23 granting preliminary approval of the Settlement.

24 **X. “Released Parties”** shall mean Defendants and each of its past, present and future
25 respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored
26 employee benefit plans of any nature, and their successors and predecessors in interest, including
27 all of their officers, directors, shareholders, exempt employees, agents, principals, heirs,
28 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees

1 and agents.

2 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
3 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
4 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
5 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
6 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
7 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
8 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
9 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
10 Workweek Dispute was submitted by the Response Deadline.

11 **Z. “Request for Exclusion”** means a written request to be excluded from the
12 Settlement Class pursuant to Paragraph 9(C) below.

13 **AA. “Service Award”** means monetary amounts to be paid to Plaintiffs of up to Seven
14 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each, for a total of Fifteen Thousand
15 Dollars and Zero Cents (\$15,000.00), which, subject to Court approval, will be paid out of the
16 Gross Settlement Amount.

17 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
18 Administrator in administration of the Settlement, including, but not limited to, translating the
19 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
20 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
21 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
22 withholdings, providing declarations, generating Individual Settlement Payment checks and
23 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
24 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
25 of litigation costs and expenses, to Plaintiffs for their Service Award and to the LWDA for the
26 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
27 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
28 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed

1 \$6,950.00. If the actual amount of the Settlement Administration Costs is less than \$6,950.00,
2 the difference between \$6,950.00 and the actual Settlement Administration Costs shall be a part
3 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,950.00, then
4 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
5 responsible for paying any additional funds in order to pay these additional costs.

6 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
7 agreed upon by the Parties that will be responsible for the administration of the Settlement
8 including, without limitation, translating the Class Notice in Spanish, distribution of the
9 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
10 and related matters under this Agreement.

11 **DD. “Settlement Class,” “Settlement Class Members” or “Class Members”** means
12 all persons currently or formerly employed by Defendants, either directly or through a subsidiary,
13 staffing agency, or professional employer organization, as hourly-paid, non-exempt employees
14 at any time during the Class Period in the State of California.

15 **EE. “Workweeks”** means the number of weeks that a Settlement Class Member was
16 employed by the Defendants in a non-exempt, hourly position during the Class Period in
17 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
18 applicable).

19 **2. BACKGROUND**

20 **A.** On February 22, 2021, Plaintiff Jessica Dias filed a putative wage-and-hour class
21 action complaint in the Superior Court of the State of California for the County of Orange, Case
22 No. 30-2021-01185227-CU-OE-CXC alleging violations, including but limited to failure to give
23 compliant meal and rest breaks, to pay meal and rest break premiums, to provide accurate wage
24 statements, to pay minimum wage, to pay all due wages upon termination, to indemnify and
25 unfair competition (the “Class Action”).

26 ///

27 ///

1 **B.** On February 19, 2021, Plaintiff Jessica Diaz filed with the LWDA and served on
2 Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a
3 proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged
4 Labor Code violations (“PAGA Notice”).

5 **C.** On May 4, 2021, after sixty-five (65) days had passed since Plaintiff filed and
6 served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor
7 Code violations, Plaintiff filed a separate representative action seeking PAGA civil penalties
8 against Defendants for Labor Code violations alleged in the PAGA Notice in the Orange County
9 Superior Court, Case No. 30-2021-01198713-CU-OE-CXC (the “PAGA Action”)

10 **D.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
11 mediation. Prior to mediation, Defendants agreed to informally produce the following: (1) late
12 sign in sheets used by Class Members and accompanying record system files; (2) data points,
13 including average rates of pay, total hours worked during the Class Period, the number of Pay
14 Periods worked during the Class Period, the number of terminated/separated Class Members
15 eligible for waiting time penalties, and the number of Aggrieved Employees (current and former),
16 number of hours worked, and number of Pay Periods in the wage statement and PAGA Period;
17 (3) all policy documents related to the claims alleged; and (4) Plaintiffs’ personnel files.

18 **E.** On November 11, 2022, the Parties participated in a full-day mediation before
19 Deborah Crandall Saxe, Esquire, a well-regarded mediator experienced in mediating complex
20 labor and employment matters. With the aid of the mediator’s evaluation, the Parties reached the
21 Settlement to resolve the Action. As part of the agreement, the Parties hereby agree to stipulate
22 to consolidate the Class Action and PAGA Action.

23 **F.** Defendants agree that whether or not the Court finally approves the Settlement,
24 that the allegations in the PAGA Action will relate back to February 19, 2020, and Defendants
25 will be estopped from making any argument that there is any adverse effect on the statute of
26 limitations caused by this consolidation of the Class Action and PAGA Action.

27 **G.** Class Counsel has conducted significant investigation of the law and facts relating
28 to the claims asserted in the Action and in the PAGA Notice, and have concluded that the

1 Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement
2 Class, taking into account the sharply contested issues involved, the expense and time necessary
3 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
4 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
5 learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits
6 to be received by Settlement Class Members.

7 **H.** Defendants have concluded that, because of the substantial expense of defending
8 against the Action, the length of time necessary to resolve the issues presented herein, the
9 inconvenience involved and the concomitant disruption to its business operations, it is in its best
10 interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims
11 asserted against them in the Action and in the PAGA Notice. However, Defendants nevertheless
12 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
13 continuing litigation, and for the purpose of putting to rest the controversies engendered by the
14 Action.

15 **I.** This Agreement is intended to and does effectuate the full, final and complete
16 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
17 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
18 and Aggrieved Employees.

19 **3. JURISDICTION**

20 The Court has jurisdiction over the Parties and the subject matter of the Action. The
21 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
22 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
23 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
24 pursuant to California Rules of Court, rule 3.769, subdivision (h).

25 **4. STIPULATION OF CLASS CERTIFICATION**

26 The Parties stipulate to the certification of the Settlement Class under this Agreement for
27 purposes of settlement only.

28 ///

1 **5. MOTIONS FOR APPROVAL OF SETTLEMENT AND**
2 **STIPULATION TO CONSOLIDATE**

3 After full execution of this Agreement, Plaintiffs will move for an order granting
4 preliminary approval of the Settlement, approving and directing the mailing of the proposed
5 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
6 certifying the Settlement Class for settlement purposes only, and approving the deadlines
7 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
8 Objections. If and when the Court preliminarily approves the Settlement, and after administration
9 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order,
10 Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment
11 in line with this Settlement. The Parties may both respond to any Objections lodged to final
12 approval of the Settlement up to five (5) court days before the Final Approval Hearing.

13 By signing this agreement, the Parties stipulate to consolidate the Class Action and PAGA
14 Action to effectuate this Settlement and its terms.

15 **6. STATEMENT OF NO ADMISSION**

16 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs
17 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
18 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
19 or allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein,
20 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
21 or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited or
22 affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA
23 Notice, and Defendants will not be deemed to have waived, limited or affected in any way any
24 of their objections or defenses in the Action and in the PAGA Notice. The Parties shall be restored
25 to their respective positions in the Action prior to the entry of this Settlement.

26 ///

27 ///

28 ///

1 **7. RELEASE OF CLAIMS**

2 **A. Release by All Participating Class Members.**

3 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
4 of Judgment and payment by Defendants to the Settlement Administrator of the full Gross
5 Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiffs and
6 all Participating Class Members release all claims against the Released Parties asserted in the
7 Class Action Operative Complaint filed in the Action, or any and all claims that could have been
8 asserted based on the factual allegations in the Class Action Operative Complaint, including: (1)
9 all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3)
10 all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for
11 failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all
12 wages due upon termination; (6) all claims for failure to provide accurate wage statements; (7)
13 all claims for failure to indemnify; and (8) all claims asserted through California Business &
14 Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in
15 the Class Action Operative Complaint (the “Class Released Claims”).

16 **B. Release by All Aggrieved Employees**

17 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
18 release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
19 and in the PAGA Action Operative Complaint, or that could have been based on the factual
20 allegations asserted in the PAGA Notice and the PAGA Action Operative Complaint for PAGA
21 civil penalties, including ,pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and
22 2699, violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3,
23 232, 232.2, 246 *et. seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and
24 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims
25 shall be referred to herein as the “Released Claims”.

26 ///

27 ///

28 ///

1 **C. Claims Not Released**

2 The releases above expressly exclude all other claims, including claims for vested
3 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and any other claims outside of the Class Released Claims of Participating Class
5 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
6 Employees (and, to the extent permitted by law, the State of California) arising outside of the
7 PAGA Period.

8 **D. General Release**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment and payment by Defendants to the Settlement Administrator selected of the full
11 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
12 addition to the Released Claims, Plaintiffs make the additional following General Release:
13 Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of
14 action of every nature and description whatsoever, known or unknown, asserted or that might
15 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
16 law or regulation arising out of, relating to, or in connection with any act or omission of the
17 Released Parties through the date of full execution of this Agreement in connection with
18 Plaintiffs' employment with Defendants or termination thereof, except for any and all other
19 claims that may not be released as a matter of law through this Agreement. To the extent of the
20 General Release provided herein, Plaintiffs stipulate and agree that, upon entry of an Order
21 granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the
22 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
23 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
24 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
25 California Civil Code, or any other similar provision under federal or state law, which provides:

26 A general release does not extend to claims that the creditor or
27 releasing party does not know or suspect to exist in his or her favor
28 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.

8. SETTLEMENT ADMINISTRATOR

A. Plaintiffs and Defendants, through their respective counsel, have selected Phoenix Settlement Administrators (“Phoenix”) to administer the Settlement, which includes, but is not limited to, translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice, and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$6,950.00, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$6,950.00, the difference between \$6,950.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,950.00, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION
PROCESS

A. Notice to the Settlement Class Members

(1) Within seven (7) calendar days after the Preliminary Approval Date, Defendants’ Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendants’ possession, custody or control; (3) last known telephone number(s) currently in Defendants’ possession, custody or control; (4) last known Social Security Number(s) in Defendants’ possession, custody or control; and (5) the dates of employment (*i.e.*, hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member (“Class List”). The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address (“NCOA”) database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days or soon thereafter of receiving the Class List from Defendants, the Settlement Administrator

1 shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-
2 class regular U.S. Mail using the most current mailing address information available. The
3 Settlement Administrator shall maintain the Class List and digital copies of all the Settlement
4 Administrator's records evidencing the giving of notice to any Settlement Class Member for at
5 least four (4) years from the Final Approval Date.

6 (2) The Class Notice will set forth:

- 7 (a) the Settlement Class Member's estimated Individual
8 Settlement Payment and Individual PAGA Payment,
9 and the basis for each;
- 10 (b) the information required by California Rule of Court,
11 rule 3.766, subdivision (d);
- 12 (c) the material terms of the Settlement;
- 13 (d) the proposed Settlement Administration Costs;
- 14 (e) the definition of the Settlement Class;
- 15 (f) a statement that the Court has preliminarily approved
16 the Settlement;
- 17 (g) how the Settlement Class Member can obtain
18 additional information, including contact information
19 for Class Counsel;
- 20 (h) information regarding opt-out and objection
21 procedures;
- 22 (i) the date and location of the Final Approval Hearing;
23 and
- 24 (j) that the Settlement Class Member must notify the
25 Settlement Administrator no later than the Response
26 Deadline if the Settlement Class Member disputes the
27 accuracy of the number of Workweeks worked as set
28 forth on his or her Class Notice ("Workweek Dispute").

1 If a Settlement Class Member fails to timely dispute the
2 number of Workweeks attributed to him or her in
3 conformity with the instructions in the Class Notice,
4 then he or she shall be deemed to have waived any
5 objection to its accuracy and any claim to any
6 additional settlement payment based on different data.

7 (3) If a Class Notice from the initial notice mailing is returned as
8 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
9 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
10 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
11 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
12 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
13 Member within three (3) calendar days. Further, any Class Notices that are returned to the
14 Settlement Administrator with a forwarding address before the Response Deadline shall be
15 promptly re-mailed to the forwarding address affixed thereto.

16 (4) No later than seven (7) calendar days from the Response Deadline, the
17 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
18 completion of the notice process, including the number of attempts to obtain valid mailing
19 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
20 and copies of all Requests for Exclusion and Objections received by the Settlement
21 Administrator.

22 **B. Objections**

23 Only Participating Class Members may object to the Settlement. In order for any
24 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
25 do so by mailing a written objection to the Settlement Administrator at the address or phone
26 number provided on the Class Notice no later than the Response Deadline. The Settlement
27 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
28 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which

1 Class Counsel shall file in support of Plaintiffs' Motion for Final Approval. The Objection
2 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
3 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
4 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
5 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
6 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
7 will remain a member of the Settlement Class and if the Court approves this Agreement, the
8 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
9 the same extent as a Settlement Class Member who does not object. The date of mailing of the
10 Class Notice to the objecting Settlement Class Member shall be conclusively determined
11 according to the records of the Settlement Administrator. Settlement Class Members need not
12 object in writing to be heard at the Final Approval Hearing; they may object or comment in
13 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
14 to any objection lodged with the Court up to five (5) court days before the Final Approval
15 Hearing.

16 **C. Requesting Exclusion**

17 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
18 Settlement by mailing a written request to be excluded from the Settlement ("Request for
19 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
20 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
21 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
22 and (4) the following statement: "Please exclude me from the Settlement Class in the *DIAZ, et*
23 *al. v. UCA GENERAL INSURANCE SERVICES, INC. et al.*, matter" or any statement of similar
24 meaning standing for the proposition that the Class Member does not wish to participate in the
25 Settlement. The Settlement Administrator shall immediately provide copies of all Requests for
26 Exclusion to Class Counsel and Defendants' Counsel and shall report the Requests for Exclusions
27 that it receives, to the Court, in its declaration to be provided in advance of the Final Approval
28 Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be

entitled to receive any payment from the Settlement and will not be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data.

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks worked during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective

1 number of Pay Periods worked during the PAGA Period. Specific calculations of the Individual
2 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
3 follows:

4 **A.** The Settlement Administrator will determine the total number of Workweeks
5 worked by each Settlement Class Member during the Class Period (“Class Member’s
6 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
7 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
8 Administrator will determine the total number of Pay Periods worked by each Aggrieved
9 Employee during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the
10 aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period
11 (“PAGA Pay Periods”).

12 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
13 Settlement Administrator will use the following formula: Individual Settlement Share =
14 (Settlement Class Member’s Workweeks worked ÷ Class Workweeks) × Net Settlement
15 Amount.

16 **C.** To determine each Participating Class Member’s Participating Individual
17 Settlement Share, the Settlement Administrator will determine the aggregate number of
18 Workweeks worked by all Participating Class Members during the Class Period (“Participating
19 Class Workweeks”) and use the following formula: Individual Settlement Share =
20 (Participating Class Member’s Workweeks worked ÷ Participating Class Workweeks) × Net
21 Settlement Amount.

22 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
23 to Participating Class Members by way of check and is referred to as “Individual Settlement
24 Payment(s)”.

25 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
26 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
27 PAGA Payment = (Aggrieved Employee’s Pay Periods worked ÷ PAGA Pay Periods) x
28 \$5,000.00 (the PAGA Payment).

1 F. Individual Settlement Payments and Individual PAGA Payments shall be paid
2 to Participating Class Members and/or Aggrieved Employees by way of check. When a
3 Participating Class Member is also an Aggrieved Employee, one check may be issued that
4 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

5 **11. DISTRIBUTION OF PAYMENTS**

6 **A. Distribution of Individual Settlement Payments**

7 Participating Class Members will receive an Individual Settlement Payment and
8 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
9 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
10 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
11 calendar days after expiration of the 180-day period, checks for such payments shall be
12 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
13 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
14 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
15 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,
16 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Orange County.
17 The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to
18 Code of Civil Procedure section 384 and the report shall be presented to the Court by Class
19 Counsel along with a proposed amended judgment that is consistent with the provisions of
20 Code of Civil Procedure section 384.

21 **B. Funding of Settlement**

22 Defendants shall pay the Gross Settlement Amount of \$450,000.00 in separate payments.
23 Defendants will make payments to the Settlement Administrator for deposit in an interest-bearing
24 qualified settlement account (“QSF”) with an FDIC insured banking institution, for distribution
25 in accordance with the schedule set forth herein, the Court’s orders, and subject to the conditions
26 described therein. Defendants shall make separate payments as follows: Defendants shall have
27 thirty (30) days from full execution of the MOU, which was executed on November
28 11, 2022, in which to pay an initial lump sum of Fifty Thousand Dollars and Zero Cents

1 (\$50,000.00). Thereafter, Defendants must make twenty monthly payments on the following
2 schedule: (i) January 1, 2023: \$20,000.00 (1st Payment); (ii) February 1, 2023: \$20,000.00; (iii)
3 March 1, 2023: \$20,000.00; (iv) April 1, 2023: \$20,000.00; (v) May 1, 2023: \$20,000.00; (vi)
4 June 1, 2023: \$20,000.00; (vii) July 1, 2023: \$20,000.00; (viii) August 1, 2023: \$20,000.00; (ix)
5 September 1, 2023: \$20,000.00; (x) October 1, 2023: \$20,000.00; (xi) November 1, 2023:
6 \$20,000.00; (xii) December 1, 2023: \$20,000.00; (xiii) January 1, 2024: \$20,000.00; (xiv)
7 February 1, 2024: \$20,000.00; (xv) March 1, 2024: \$20,000.00; (xvi) April 1, 2024: \$20,000.00;
8 (xvii) May 1, 2024: \$20,000.00; (xviii) June 1, 2024: \$20,000.00; (xix) July 1, 2024: \$20,000.00;
9 and (xx) August 1, 2024 \$20,000.00. In addition, on July 1, 2024, Defendants shall include
10 Defendants' share of taxes owed on the wages portion of the settlement, which shall be
11 determined by the Settlement Administrator. If the Settlement is not finally approved by the
12 Court, despite the Parties' best efforts to achieve final approval, any amounts deposited shall
13 revert back, without interest, to Defendants.

14 **C. Guarantee**

15 Defendants guarantee in the event that Defendants fail to fully comply with the terms of
16 this Agreement, and in consideration for the acceptance of the Gross Settlement Amount in
17 installments, individual Lin W. Lan hereby irrevocably, absolutely and unconditionally
18 guarantees to Plaintiffs the prompt and complete payment of the Gross Settlement Amount,
19 including the payment to the appropriate government agency of employer's share of taxes
20 thereon, when due. Defendants hereby waive the right to assert any defenses Defendants may
21 have to their liability for the Gross Settlement Amount.

22 **D. Time for Distribution**

23 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
24 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
25 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiffs, as
26 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award
27 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
28 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the

1 LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual
2 PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the
3 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable
4 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest
5 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
6 Participating Class Members based on the number of Workweeks worked by them in the Class
7 Period.

8 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

9 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
10 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which amounts to One
11 Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents (\$157,500.00). Class
12 Counsel shall further apply for, and Defendants shall not oppose, an application or motion by
13 Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of
14 this matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand
15 Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of
16 the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to
17 prosecute, settle and obtain Final Approval of the settlement in Action. The "future" aspect of
18 the amounts stated herein includes, without limitation, all time and expenses expended by Class
19 Counsel (including any appeals therein). There will be no additional charge of any kind to either
20 the Settlement Class Members or request for additional consideration from Defendants for such
21 work unless, Defendants materially breach this Agreement, including any term regarding
22 funding, and further efforts are necessary from Class Counsel to remedy said breach, including,
23 without limitation, moving the Court to enforce the Agreement. Should the Court approve
24 attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts
25 provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

26 **13. SERVICE AWARD TO PLAINTIFFS**

27 Named Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an
28 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each

1 Plaintiffs, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for participation
2 in and assistance with the Action. Any Service Award and additional consideration awarded
3 and/or paid to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported
4 on an IRS Form 1099. If the Court approves the Service Award in less than the amounts sought
5 herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

6 **14. TAXATION AND ALLOCATION**

7 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
8 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
9 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
10 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
11 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
12 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
13 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
14 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
15 be made pursuant to applicable state and/or local withholding codes or regulations.

16 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
17 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
18 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
19 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
20 set forth in this Section may be modified in a manner to bring Defendants into compliance with
21 any such changes.

22 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
23 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
24 payroll taxes as described above.

25 d. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
26 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
27 be relied upon as such within the meaning of United States Treasury Department Circular 230
28 (31 C.F.R. Part 10, as amended) or otherwise.

1 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

2 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
3 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
4 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
5 and twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved Employees on a *pro*
6 *rata* basis based upon their respective Pay Periods worked as Aggrieved Employees during the
7 PAGA Period.

8 **16. COURT APPROVAL**

9 This Agreement is contingent upon an order by the Court granting Final Approval of the
10 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
11 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
12 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
13 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
14 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
15 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
16 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
17 the Settlement Agreement being voided or not approved, and which control in such an event.

18 **17. INCREASE IN WORKWEEKS**

19 Defendants represent that there are no more than 10,171 Workweeks during the Class
20 Period. In the event the number of Workweeks increases by more than 10% or 1,017 Workweeks
21 during the Class Period, then the Class Period shall end on the date that the number of Workweeks
22 reaches 11,188.

23 **18. NOTICE OF JUDGMENT**

24 In addition to any duties set out herein, the Settlement Administrator shall provide
25 notice of the Final Judgment entered in the Action by posting the same on its website for a
26 period of no less than four (4) years.

27 ///

28 ///

1 **19. MISCELLANEOUS PROVISIONS**

2 **A. Interpretation of the Agreement**

3 This Agreement constitutes the entire agreement between the Parties with respect to its
4 subject matter. Except as expressly provided herein, this Agreement has not been executed in
5 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
6 written representations or terms shall modify, vary or contradict its terms. In entering into this
7 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
8 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
9 enforced under the laws of the State of California, both in its procedural and substantive aspects,
10 without regard to its conflict of law provisions. Any claim arising out of or relating to the
11 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
12 Court of the State of California for the County of Orange, and Plaintiffs and Defendants hereby
13 consent to the personal jurisdiction of the Court in the Action over it solely in connection
14 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
15 and each of them, participated in the negotiation and drafting of this Agreement and had available
16 to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor
17 Defendants may claim that any ambiguity in this Agreement should be construed against the
18 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
19 approved by the Court.

20 **B. Further Cooperation**

21 The Parties and their respective attorneys shall proceed diligently to prepare and execute
22 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
23 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
24 will not take any action inconsistent with this Agreement, including, without limitation,
25 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
26 Party has taken actions inconsistent with the Settlement, including, without limitation,
27 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
28 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*

1 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
2 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
3 opt-outs and/or objections.

4 **C. Counterparts**

5 The Agreement may be executed in one or more actual or non-original counterparts, all
6 of which will be considered one and the same instrument and all of which will be considered
7 duplicate originals.

8 **D. Authority**

9 Each individual signing below warrants that he or she has the authority to execute this
10 Agreement on behalf of the Party for whom or which that individual signs.

11 **E. No Third-Party Beneficiaries**

12 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,
13 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
14 party beneficiaries.

15 **F. Deadlines Falling on Weekends or Holidays**

16 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
17 or legal holiday, that deadline shall be continued until the following business day.

18 **G. Jurisdiction of the Court**

19 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
20 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
21 of this Settlement Agreement and all orders and judgments entered in connection therewith,
22 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
23 interpreting, implementing, and enforcing the settlement embodied in this Settlement
24 Agreement and all orders and judgments entered in connection therewith.

25 **H. Severability**

26 In the event that one or more of the provisions contained in this Agreement shall for any
27 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
28 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: 8/30, 2023

 30, 2023 10:53 PDT)

JESSICA DIAZ
Plaintiff and Class Representative

Dated: _____, 2023

CHRISTOPHER LOPEZ
Plaintiff and Class Representative

Dated: _____, 2023

UCA General Insurance Services, Inc.
Defendant
By: _____
Its: _____

Dated: _____, 2023

Precision Risk Management, Inc.
Defendant
By: _____
Its: _____

Dated: _____, 2023

Pacific Pioneer Insurance Group, Inc.
Defendant
By: _____
Its: _____

Dated: _____, 2023

LIN W. LAN
Guarantor

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____, 2023

JESSICA DIAZ
Plaintiff and Class Representative

Dated: 8/30, 2023


Christopher Lopez (Aug 30, 2023 16:52 PDT)

CHRISTOPHER LOPEZ
Plaintiff and Class Representative

Dated: _____, 2023

UCA General Insurance Services, Inc.
Defendant
By: _____
Its: _____

Dated: _____, 2023

Precision Risk Management, Inc.
Defendant
By: _____
Its: _____

Dated: _____, 2023

Pacific Pioneer Insurance Group, Inc.
Defendant
By: _____
Its: _____

Dated: _____, 2023

LIN W. LAN
Guarantor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED AS TO FORM:

Dated: September 5, 2023

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiffs JESSICA DIAS and
CHRISTOPHER LOPEZ

Dated: _____, 2023

MICHAEL DI LANDO
ORION ROBINSON
Counsel for Defendants UCA GENERAL
INSURANCE SERVICES INC, PRECISION
RISK MANAGEMENT INC and PACIFIC
PIONEER INSURANCE GROUP, INC.

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____, 2023

JESSICA DIAZ
Plaintiff and Class Representative

Dated: _____, 2023

CHRISTOPHER LOPEZ
Plaintiff and Class Representative

Dated: 9/7 _____, 2023

UCA General Insurance Services, Inc.
Defendant
By: LIN W. LAN
Its: CEO

Dated: 9/7 _____, 2023

Precision Risk Management, Inc.
Defendant
By: LIN W. LAN
Its: president

Dated: 9/7 _____, 2023

Pacific Pioneer Insurance Group, Inc.
Defendant
By: LIN W. LAN
Its: CEO

Dated: 9/7 _____, 2023

LIN W. LAN
Guarantor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED AS TO FORM:

Dated: _____, 2023

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiffs JESSICA DIAS and
CHRISTOPHER LOPEZ

Dated: September 7, 2023



MICHAEL DI LANDO
ORION ROBINSON
Counsel for Defendants UCA GENERAL
INSURANCE SERVICES INC, PRECISION
RISK MANAGEMENT INC and PACIFIC
PIONEER INSURANCE GROUP, INC.