

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Giancarlo Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

TIFFANY ROBINSON, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

vs.

WILLIS TOWERS WATSON US LLC, a
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 37-2021-00036978-CU-OE-CTL

*[Assigned for All Purposes to the Honorable
Loren G. Freestone, Dept. C-64]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: September 24, 2026

Time: 10:30 a.m.

Dept.: C-64

Complaint filed: August 27, 2021

FAC filed: September 19, 2023

Trial date: Not set

1 Plaintiff Tiffany Robinson’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement came before this Court on September 24, 2026, at 10:30 a.m., in Department
3 C-64 of the Superior Court of California, County of San Diego, located at 330 W. Broadway,
4 San Diego, California 92101. Plaintiff now seeks an order granting final approval of the
5 Settlement Agreement (“Settlement”) between Plaintiff and Defendant Willis Towers Watson
6 US LLC (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”), a copy of which is
7 attached to the Declaration of Benjamin H. Haber in Support of Plaintiff’s Motion for
8 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On May 6, 2026,
9 this Court issued an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action
10 and PAGA Settlement (“Preliminary Approval Order”). In accordance with the Preliminary
11 Approval Order, Class Members have been given notice of the terms of the Settlement and the
12 opportunity to comment on or object to it or to exclude themselves from its provisions.

13 Having received and considered the Settlement Agreement, the supporting papers filed
14 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
15 Approval of Class Action and PAGA Settlement granted on May 6, 2026, and the instant Motion
16 for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral
17 argument presented to the Court, the Court grants final approval of the Settlement and HEREBY
18 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

19 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
20 including all Settlement Class Members.

21 2. The Court finds that the Class, as defined below, is properly certified as a class for
22 settlement purposes only:

23 all call-center employees who worked for Defendant in California
24 as an hourly paid or non-exempt employee during the Class Period.

25 3. “Class Period” means the period from January 2, 2019, to March 31, 2023.

26 4. The Court appoints Plaintiff Tiffany Robinson as Class Representative for
27 settlement purposes only.

28 5. The Court appoints Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern and

1 Giancarlo Recinos of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

2 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
3 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
4 their right to receive a settlement share, their right to comment on or object to the Settlement or to
5 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
6 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
7 periods of time were provided by each of these procedures.

8 7. No Class Members objected to the Settlement.

9 8. No Class Members requested exclusion from the Settlement.

10 9. The Court finds and determines that this notice procedure afforded adequate
11 protections to Class Members and provides the basis for the Court to make an informed decision
12 regarding approval of the Settlement based on the responses of Class Members. The Court finds
13 and determines that the notice provided in this case was the best notice practicable, which satisfied
14 the requirements of law and due process.

15 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
16 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
19 3.769.

20 11. Class Members who have not opted out will be bound by the Settlement, except
21 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
22 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
23 whether they opt out of the Settlement.

24 12. The Court finds that Plaintiff notified the Labor and Workforce Development
25 Agency ("LWDA") of the Settlement in accordance with the notice requirements of California
26 Labor Code § 2699(s).

27 13. Defendant shall fully fund the Gross Settlement Amount of \$425,000.00 and also
28 fund the amounts necessary to fully pay Willis Towers's share of payroll taxes by transmitting the

1 funds to the Administrator no later than thirty (30) days after the Effective Date.

2 14. Within fourteen (14) days after Defendant fully funds the GSA, the Administrator
3 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
4 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
5 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
6 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
7 and the Class Representative Service Payment shall not precede disbursement of Individual Class
8 Payments and Individual PAGA Payments.

9 15. The “Effective Date” is defined as the date by when both of the following have
10 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
11 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
12 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
13 (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline
14 for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
15 the day after the appellate court affirms the Judgment and issues a remittitur.

16 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
17 recognition of Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves
18 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
19 Tiffany Robinson in the amount of \$10,000.00.

20 17. The Court approves payment from the Gross Settlement Amount for civil penalties
21 under PAGA in the amount of \$40,000.00 with the LWDA to receive 75% (\$30,000.00), and the
22 remaining 25% (\$10,000.00) to be distributed to Aggrieved Employees, defined as Settlement
23 Class Member who worked for Defendant from August 28, 2020, to March 31, 2023. The Court
24 finds and determines that such payment is fair, reasonable, and appropriate.

25 18. The Court approves payment from the Gross Settlement Amount for attorneys’ fees
26 to Class Counsel in the amount of \$141,666.67, and the reimbursement of litigation costs in the
27 amount \$11,988.86. Both are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. The

1 Court also has considered the “lodestar amount.” Awarding fees on a percentage basis encourages
2 efficient litigation practices and reflects the actual benefit obtained for the Class.

3 19. The Court approves payment from the Gross Settlement Amount for settlement
4 administration services in the amount of \$9,250.00 to the Settlement Administrator CPT Group,
5 Inc.

6 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
7 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
8 Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator
9 will distribute the funds represented by the check to the California State Controller’s Office,
10 Unclaimed Property Division, in the name of the Class Member.

11 21. Effective on the date when Defendant fully fund the Gross Settlement Amount and
12 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
13 Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 14 (a) Release by Participating Class Members: “All Participating Class
15 Members release the Released Parties from all claims that were alleged,
16 or reasonably could have been alleged, based on the Class Period facts
17 stated in the Operative Complaint including, (1) any claims for unpaid
18 compensation or compensation at the incorrect rate (including but not
19 limited to minimum pay, straight pay, overtime pay, double time pay, sick
20 pay, reporting pay, etc.); (2) any claims for failure to pay for all hours
21 worked, including, but not limited to, any work performed off-the-clock;
22 (3) any claims for failure to provide meal periods in accordance with the
23 California Labor Code and/or applicable Wage Orders, including any
24 claims regarding failure to pay premium pay at the correct rate; (4) any
25 claims for failure to authorize and permit rest periods in accordance with
26 the applicable California Wage Orders or Labor Code, including any
27 claims regarding failure to pay premium pay at the correct rate; (5) any
28 claims for failing to pay all wages due twice a month, including any claims

1 regarding failure to pay premium pay at the correct rate for meal periods
2 not provided, rest periods not authorized and/or permitted, and all hours
3 worked; (6) any claims for failing to maintain accurate records of hours
4 worked in accordance with the applicable California Labor Code and/or
5 applicable Wage Orders, including any claims regarding failure to pay
6 premium pay at the correct rate; (7) any claims for failure to pay wages
7 timely upon termination in accordance with the applicable California
8 Labor Code, including any claims regarding unpaid compensation or
9 compensation at the incorrect rate; (8) any claims for failure to furnish
10 accurate itemized wage statements in accordance with the applicable
11 California Labor Code, including any claims regarding unpaid
12 compensation or compensation at the incorrect rate; (9) any claims for
13 failure to provide reimbursements for business related expenses; (10) any
14 claims for failure to maintain and/or provide all/accurate information
15 required by the Labor Code; (11) any claims brought under B&P 17000
16 et. seq based on the above; (12) any incorporated or related claims asserted
17 through PAGA; and (13) any and all damages, interest, penalties,
18 attorneys' fees, costs, and other amounts recoverable under said causes of
19 action under California law, to the extent permissible, including, but not
20 limited to, the California Labor Code and the applicable Wage Orders.

21 Except as set forth in Section 5.3 of this Agreement, Participating Class
22 Members do not release any other claims, including claims for vested
23 benefits, wrongful termination, violation of the Fair Employment and
24 Housing Act, unemployment insurance, disability, social security,
25 workers' compensation, or claims based on facts occurring outside the
26 Class Period."

27 Release by Aggrieved Employees: "All Non-Participating Class Members
28 who are Aggrieved Employees are deemed to release, on behalf of

1 themselves and their respective former and present representatives, agents,
2 attorneys, heirs, administrators, successors, and assigns, the Released
3 Parties from all claims for PAGA penalties that were alleged, or
4 reasonably could have been alleged, based on the facts stated in the
5 Operative Complaint and the PAGA Notice, including but not limited to
6 any claim: sections 201-203, 204, 210, 226, 226.3, 226.7, 226(a), 226(e),
7 510, 1174, 1174.5, 1174(d), 1194, 1197, 1197.1, 1198, 2802, and the
8 corresponding provisions of the applicable Industrial Wage Order(s); (b)
9 for penalties pursuant to PAGA for (1) any claims for unpaid
10 compensation or compensation at the incorrect rate (including but not
11 limited to minimum pay, straight pay, overtime pay, double time pay, sick
12 pay, reporting pay, etc.); (2) any claims for failure to pay for all hours
13 worked, including, but not limited to, any work performed off-the-clock;
14 (3) any claims for failure to provide meal periods in accordance with the
15 California Labor Code and/or applicable Wage Orders, including any
16 claims regarding failure to pay premium pay at the correct rate; (4) any
17 claims for failure to authorize and permit rest periods in accordance with
18 the applicable California Wage Orders or Labor Code, including any
19 claims regarding failure to pay premium pay at the correct rate; (5) any
20 claims for failing to pay all wages due twice a month, including any claims
21 regarding failure to pay premium pay at the correct rate for meal periods
22 not provided, rest periods not authorized and/or permitted, and all hours
23 worked; (6) any claims for failing to maintain accurate records of hours
24 worked in accordance with the applicable California Labor Code and/or
25 applicable Wage Orders, including any claims regarding failure to pay
26 premium pay at the correct rate; (7) any claims for failure to pay wages timely
27 upon termination in accordance with the applicable California Labor Code,
28 including any claims regarding unpaid compensation or compensation at the

incorrect rate; (8) any claims for failure to furnish accurate itemized wage statements in accordance with the applicable California Labor Code, including any claims regarding unpaid compensation or compensation at the incorrect rate; (9) any claims for failure to provide reimbursements for business related expenses; (10) any claims for failure to maintain and/or provide all/accurate information required by the Labor Code; (11) that Defendant is liable for the Attorneys' fees and costs incurred in the prosecution of this Action on behalf of the Aggrieved Employees; (12) that Defendant is liable for any other remedies under PAGA based on the facts and matters alleged in the original or amended Complaints or PAGA Notice. The release of the Released PAGA Claims shall be effective for the period covered by the PAGA Period."

22. Released Parties" means (i) Defendant; (ii) each of Defendant's past, present and future parents, subsidiaries and affiliates including, without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing..

23. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

1 26. The Court hereby enters final judgment in accordance with the terms of the
2 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
3 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action
4 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action
5 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
6 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
7 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

8 27. A Settlement Compliance Hearing is set for _____, at _____ a.m/p.m. or a
9 date and time soon thereafter more convenient for the Court: _____, at
10 _____ a.m./p.m. in Department C-64 of the above-captioned Court.

11 28. A final report from the Settlement Administrator indicating that disbursements were
12 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
13 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
14 no appearance will be required at the Settlement Compliance Hearing.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

18 HONORABLE LOREN G. FREESTONE
19 JUDGE OF THE SUPERIOR COURT
20
21
22
23
24
25
26
27
28