

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

BROCK & GONZALES, LLP
6701 CENTER DRIVE WEST, STE. 610
LOS ANGELES, CA 90045
Tel: (310) 294-9595
Fax: (310) 961-3673
D. AARON BROCK, STATE BAR NO. 241919
DANIELLE L. GRUPPCHANG, STATE BAR NO. 313881

Attorneys for Plaintiff
Leticia Guevara

FILED
SAN MATEO COUNTY
JUL 6 2023
Clerk of the Superior Court
Electronically
RECEIVED
6/6/2023
CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

Leticia Guevara, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

ABD Insurance & Financial Services, Inc., a
Delaware corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.: 21-CIV-02797

Honorable Robert D. Foiles
Department 21

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: June 30, 2021
Time: 2:00 p.m.
Department: 21

Complaint Filed: May 17, 2021
FAC Filed: August 2, 2021
SAC Filed: August 2, 2022
Trial Date: None Set

1 This matter has come before the Honorable Robert D. Foiles in Department 21 of the
2 above-entitled Court, located at Southern Courthouse, 400 County Center, Redwood City,
3 California 94063, on Plaintiff Leticia Guevara's ("Plaintiff") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees and Costs, and Enhancement Award ("Motion for Final
5 Approval"). Brock & Gonzales, LLP appeared on behalf of Plaintiff, the Class, and the Aggrieved
6 Employees, and Morgan, Lewis & Bockius LLP appeared on behalf of Defendant ABD Insurance
7 & Financial Services, Inc. ("Defendant").

8 On October 28, 2022, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Stipulation of Class and PAGA
11 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
12 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement solely for purposes of the Settlement. The Court hereby makes
23 final its earlier provisional certification of the Class for settlement purposes, as set forth in the
24 Preliminary Approval Order. The Class is hereby defined to include:

25 All current and former hourly-paid and/or non-exempt employees, including
26 those misclassified by NewFront Insurance Services, LLC as independent
27 contractors, who worked for Defendants within the State of California at any
28 time during the time period from May 17, 2017 through October 28, 2022
("Class" or "Class Members").

1 4. The Notice of Class Action and PAGA Settlement (“Class Notice”) that was
2 provided to the Class Members, fully and accurately informed the Class Members of all material
3 elements of the Settlement and of their opportunity to participate in, object to or comment thereon,
4 or to seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
5 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole.
11 More specifically, the Court finds that the Settlement was reached following meaningful discovery
12 and investigation conducted by Brock & Gonzales, LLP (“Class Counsel”); that the Settlement is
13 the result of serious, informed, adversarial, and arms-length negotiations between the parties; and
14 that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections and requests for exclusion to the Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Members”) are bound by this Final Approval
27 Order and Judgment.

28 ///

1 7. The Court finds that no Class Members have opted out of the Settlement and will
2 not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that payment of Settlement Administrator in the amount of
4 \$8,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$8,500.00, in
7 accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Enhancement Award sought is fair and reasonable for the
9 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of \$7,000.00 to Plaintiff for her Enhancement Award,
11 according to the terms and methodology set forth in the Settlement Agreement.

12 10. The Court finds that the allocation of \$55,000.00 toward penalties under the
13 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
14 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
15 Payment as follows: the amount of \$41,250.00 to the California Labor and Workforce
16 Development Agency, and the amount of \$13,750.00 to be distributed to Aggrieved Employees
17 according to the terms and methodology set forth in the Settlement Agreement.

18 11. The Court finds that the request for attorneys' fees in the amount of \$120,600.00 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$120,600.00 to Class Counsel for attorneys' fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 12. The Court finds that reimbursement of actual litigation costs and expenses,
25 currently estimated to be \$12,919.42, to Class Counsel is reasonable, and hereby approved. It is
26 hereby ordered that the Settlement Administrator issue payment in the amount of \$12,919.42 to
27 Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms
28 and methodology set forth in the Settlement Agreement.

1 13. The Court hereby enters Judgment by which upon the Effective Date and full
 2 funding of the Maximum Settlement Amount, Settlement Class Members shall be conclusively
 3 determined to have fully, finally, and forever released, settled, compromised, relinquished, and
 4 discharged the Released Parties of all Released Claims he or she may have or had and Aggrieved
 5 Employees will be deemed to have fully, finally and forever released, settled, compromised,
 6 relinquished, and discharged the Released Parties of all Released PAGA Claims he or she may
 7 have or had.

8 a. “Released Parties” means Defendants, and all their present and
 9 former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders,
 10 officers, directors, employees, agents, attorneys, insurers, successors and assigns.”

11 b. “Released Claims” means any and all wage and hour claims,
 12 including, but not limited to, claims under any legal theory for failure to pay minimum wage,
 13 failure to pay overtime, failure to pay reporting time, failure to pay for all hours worked (off-the-
 14 clock work), failure to provide meal and rest periods, failure to timely pay wages and final wages,
 15 failure to reimburse for business expenses, and/or failure to furnish accurate wage statements
 16 based on the factual allegations in the operative complaint, and includes all claims for recovery
 17 of compensation, overtime pay, minimum wage, premium pay, and/or all penalties under the
 18 California Labor Code, California’s Wage Orders, any city or county Living Wage Ordinances,
 19 and claims derivative and/or related to those claims, including damages, unpaid costs, penalties
 20 (including civil and statutory penalties), liquidated damages, punitive damages, interest,
 21 attorneys’ fees, litigation expenses, restitution, or equitable relief, those under the Employee
 22 Retirement Income Security Act (“ERISA”), the California Business & Professions Code during
 23 the Class Period.

24 c. “Released PAGA Claims” means any of the Released Claims which
 25 arise under the California Private Attorneys General Act (“PAGA”).”

26 d. The “Effective Date” means the date when all of the following
 27 events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class
 28 Counsel, and Defendants' Counsel (2) the Court has given preliminary approval to the

1 Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an
2 opportunity to object to the terms of the Settlement or opt out of the Settlement; (4) the Court
3 has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) in
4 the event there are written objections filed prior to the Final Approval Hearing which are not
5 later withdrawn or denied, the later of the following events: five (5) business days after the period
6 for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval
7 Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having
8 been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final
9 Approval Order and Judgment has been filed, five business days after any appeal, writ, or other
10 appellate proceedings opposing the Settlement has finally and conclusively dismissed with no
11 right to pursue further remedies or relief.

12 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
13 into an account established by the Settlement Administrator within fifteen (15) calendar days after
14 the Effective Date, in accordance with the terms and methodology set forth in the Settlement
15 Agreement.

16 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Settlement Payments to the Settlement Class Members within seven (7) calendar days after
18 Defendant fund the Maximum Settlement Amount, according to the methodology and terms set
19 forth in the Settlement Agreement.

20 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
21 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
22 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
23 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
24 any dispute arising from or in connection with the distribution of settlement benefits.

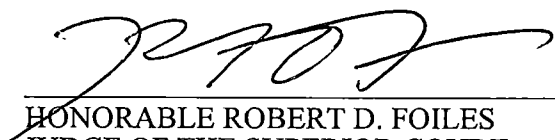
25 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
26 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris's
27 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
28 Order and Judgment. Individualized notice is not required.

1 18. This Judgement is intended to be a final disposition of the action in its entirety, and
2 is intended to be immediately appealable.

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

12
13 Dated: _____

6/30/2023



HONORABLE ROBERT D. FOILES
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF SAN MATEO

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action. My business address is 6701 Center Drive West, Ste. 610, Los Angeles, CA 90045.

On January 30, 2023, I served the foregoing documents described as: **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on the interested parties in this action, addressed as follows:

Kathryn T. McGuigan, Esq.
MORGAN LEWIS & BOCKIUS LLP
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Email: kathryn.mcguigan@morganlewis.com
Attorney for Defendant
ABD INSURANCE & FINANCIAL SERVICES, INC.

☐ **By U.S. Mail**, I deposited such envelope(s) in the mail at Oakland, California, with postage thereon fully prepaid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Oakland, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

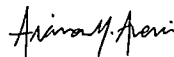
☐ **By Facsimile**, I transmitted such documents from Oakland, California, to the offices of the addressee(s).

☐ **By Personal Service**, I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

☒ **By E-Mail**, I transmitted the document to the e-mail address of the addressee(s).

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 6, 2023, at Los Angeles, California.



Arianna Aveni