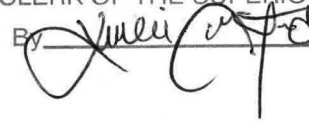


FILED
ALAMEDA COUNTY

DEC 21 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Neil Larsen (SBN 276490)
nlarsen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KASIAA THOMAS and TONI DURIO-
ADAMS, on behalf of themselves, the State
of California, and all Aggrieved Employees,

Plaintiffs,

vs.

RESERVE NATIONAL INSURANCE
COMPANY, d.b.a. KEMPER NATIONAL
LIFE INSURANCE COMPANY, an
Oklahoma corporation; UNITED
INSURANCE COMPANY OF AMERICA,
an Illinois corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21CV001780

*[Assigned for all purposes to the Hon. Evelio
Grillo, Dept. 21]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENTS**

Date: November 16, 2022

Time: 10:00 a.m.

Dept.: 21

Reservation ID: 138528220757

Complaint Filed: November 04, 2021

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on November 16, 2022 at
2 10:00 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents
3 and evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the Settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiffs Kasiaa Thomas and Toni Durio-Adams' ("Plaintiffs") Motion for
10 Approval of Claims under the Private Attorneys General Act ("Motion"), and ORDERS as
11 follows:

12 1. The "Aggrieved Employees" shall be defined as all current and former
13 commission paid outside sales agents of United Insurance in California who worked pursuant to
14 United Insurance's "Field Representatives Agreement" at any time during the PAGA Period. The
15 "PAGA Period" means the time period from February 15, 2020, through July 25, 2022.

16 2. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
18 terms.

19 3. Defendants Reserve National Insurance Company dba Kemper National Life
20 Insurance Company and United Insurance Company of America ("United Insurance") shall fund
21 the Gross Settlement Amount of \$375,000.00 with the Settlement Administrator within thirty
22 (30) days of this Order.

23 4. The Court hereby approves, as to form and content, the Explanatory Letter
24 submitted by the parties and included as Exhibit A to the Settlement.

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28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Paul K. Haines
submitted concurrently with the Motion.

1 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
2 Administrator.

3 6. Within five (5) business days of this Order, United Insurance shall provide the
4 Settlement Administrator with a list of Aggrieved Employees that will be in a computer-readable
5 format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full
6 name, last known mailing address, last known telephone number, dates of employment or number
7 of Affected Pay Periods worked during the PAGA Period, and Social Security numbers to the
8 extent available from United Insurance's records, pursuant to the terms of the Settlement.

9 7. The Settlement Administrator is directed to mail the Individual PAGA Payments
10 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) calendar days of
11 receipt of the Gross Settlement Amount being fully funded, pursuant to the terms of the
12 Settlement.

13 8. The Court finds that attorneys' fees in the amount of one-third of the Gross
14 Settlement Amount (currently estimated to be \$125,000.00) for Plaintiffs' Counsel, and
15 reimbursement of litigation costs of \$12,109.76 to Plaintiffs' Counsel, are fair, reasonable, and
16 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiffs'
17 Counsel as provided for in the Settlement Agreement.

18 9. The Court orders that the Settlement Administrator shall be paid \$2,995.00 for all
19 of its work done and to be done until the completion of this matter and finds that sum appropriate.

20 10. The Court finds that the requested Enhancement Payment of \$5,000.00 to each
21 Plaintiff (totaling \$10,000.00) is fair, adequate, and reasonable in recognition of the unique
22 contributions they have made and the risks they undertook, on behalf of the Aggrieved
23 Employees and the State of California, and orders that the Settlement Administrator distribute
24 these payments to Plaintiffs as provided for in the Settlement Agreement.

25 11. The Court finds that the amount of \$168,671.43, representing 75% of the
26 \$224,895.24 allocated as PAGA civil penalties under the Settlement, to be paid to the California
27 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is
28 fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance

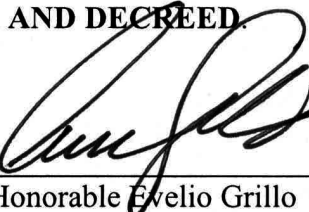
1 with the terms of the Settlement Agreement.

2 12. The Court approves the scope of the release as set forth in the Settlement, *as amended*
3 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiffs ~~and~~
4 ~~all Aggrieved Employees~~ *as agents of the CUBA* will release the PAGA Released Claims against the Released Parties
5 that arose during the PAGA Period. Upon the occurrence of the Effective Date and the Settlement
6 being fully funded, Plaintiffs and ~~all Aggrieved Employees~~ *the CUBA* will be forever barred from pursuing
7 any and all of the PAGA Released Claims that arose during the PAGA Period against the Released
8 Parties. The terms of the Settlement Agreement, and this Judgment and Order, shall be binding
9 on Plaintiffs, ^{and} the State of California, and ~~the Aggrieved Employees~~, as well as their heirs,
10 executors and administrators, successors and assigns, and those terms shall have res judicata,
11 collateral estoppel, and other preclusive effect in all pending and future claims, lawsuits or other
12 proceedings maintained by or on behalf of any such persons or entities, to the extent those claims,
13 lawsuits or other proceedings constitute PAGA Released Claims as set forth in the Settlement
14 Agreement. Without affecting the finality of this Judgment and Order in any way, the Court
15 retains jurisdiction to enforce the terms of the Settlement.

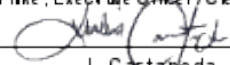
16 13. Plaintiffs shall file a declaration confirming the final distribution of funds on or
17 before August 15, 2023.

18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19
20 Dated: DEC 21 2022

21 By: 

22 Honorable Evelio Grillo
23 Judge of the Superior Court
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28

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 12/22/2022
PLAINTIFF/PETITIONER: Kasiaa Thomas et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy J. Castaneda
DEFENDANT/RESPONDENT: RESERVE NATIONAL INSURANCE COMPANY et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 21CV001780

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

phaines@haineslawgroup.com
sblakely@haineslawgroup.com
nlarsen@haineslawgroup.com
RBlumberg@littler.com
NPalencia@littler.com

Dated: 12/22/2022

Chad Finke, Executive Officer / Clerk of the Court

By:



J. Castaneda, Deputy Clerk