

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@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]*

**PLAINTIFFS' SUPPLEMENTAL BRIEF
IN RESPONSE TO THE COURT'S
NOVEMBER 14, 2022, TENTATIVE
RULING RE: PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT
OF CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENTS**

Date: December 21, 2022

Time: 10:00 a.m.

Dept.: 21

Complaint Filed: November 4, 2021

Trial Date: None Set

1 Plaintiffs Kasiaa Thomas and Toni Durio-Adams (“Plaintiffs”) submit this supplemental
2 brief in response to the Court’s November 14, 2022 Tentative Ruling Regarding Plaintiffs’
3 Motion for Approval of Settlement of Claims Brought Under the Private Attorneys’ General Act
4 (“PAGA”) and Reasonable Attorneys’ Fees, Costs, and Enhancement Payments (“Tentative
5 Ruling”) in which the Court listed issues for the Parties to address. Plaintiffs and Defendants
6 Reserve National Insurance Company d.b.a. Kemper National Life Insurance Company and
7 United Insurance Company of America (“Defendants” or “United Insurance”, collectively, the
8 “Parties”) have met and conferred and have amended the Settlement Agreement to address the
9 Court’s concerns.

10 A fully executed version of the amended Settlement Agreement is attached to the
11 concurrently filed Declaration of Sean M. Blakely (“Blakely Decl.”) as **Exhibit 1**. A redlined
12 version of the amended Settlement Agreement, reflecting the changes made to the original
13 Settlement Agreement, is attached to the Blakely Decl. as **Exhibit 2**.

14 **Issue 1: Scope of Release**

15 The Parties have revised the language in the “PAGA Released Claims” section to address
16 the Court’s concerns. Specifically, the Parties revised the “PAGA Released Claims” language to
17 make it clear that the Settlement Agreement does not release any claims of the aggrieved
18 employees. *See Exhibit 1* to Blakely Decl., at ¶ III.6.

19 **Issue 2: Unclaimed Funds**

20 The November 14, 2022 Tentative Ruling states: “[T]he agreement states [that] the
21 residual will go to the Unclaimed Property Fund. (CCP 1300 *et seq.*) (Agt, IV.4.) This is not likely
22 to get the money to the relevant employees. Sending fund to the Unclaimed Property Fund is not
23 consistent with CCP 384. The parties must identify a residual beneficiary consistent with CCP
24 384, which could be the LWDA. Counsel must provide a declaration with the CCP 382.4
25 information.”

26 The Parties have revised the Settlement Agreement to identify a *cy pres* recipient, CASA,
27 Court Appointed Special Advocates for Children, Alameda County, in the event that any
28 Aggrieved Employee fails to deposit, cash, or otherwise negotiate his or her check within the 180-

1 day period. *See Exhibit 1*, to Blakely Decl., ¶ IV.4. CASA, Court Appointed Special Advocates
2 for Children, Alameda County, promotes, supports, and advocates for abused and neglected
3 children in the dependency court system. *See casaofalamedacounty.org/*. The Parties submit that
4 this proposed *cy pres* recipient is consistent with Code of Civil Procedure § 384, which provides
5 that unclaimed funds be directed to “nonprofit organizations or foundations to support...child
6 advocacy programs.” *See* Code of Civil Procedure § 384.

7 Moreover, Plaintiffs and their counsel have confirmed that they do not have any personal
8 or financial interest and/or connection with CASA, Court Appointed Special Advocates for
9 Children, Alameda County. *See* Blakely Decl. ¶ 4; Supplemental Declaration of Plaintiff Kasiaa
10 Thomas, ¶ 8; Supplemental Declaration of Plaintiff Toni Durio-Adams, ¶ 8.

11 Based on the above, Plaintiffs respectfully submit that the Parties have addressed the
12 Court’s concerns, and respectfully request that the Court issue an order granting approval of the
13 Settlement.

14
15 DATED: December 14, 2022

HAINES LAW GROUP, APC

16 By: 

17 Paul K. Haines
18 Sean M. Blakely
19 Attorneys for Plaintiffs
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