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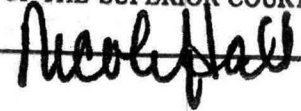
6 Attorneys for Plaintiff
BRIAN PULLEN and THE SETTLEMENT CLASS

FILED
ALAMEDA COUNTY

OCT 24 2023

CLERK OF THE SUPERIOR COURT

By



8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA - OAKLAND

11 BRIAN PULLEN, individually and on
behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 CORVUS INSURANCE HOLDINGS INC.,
15 and DOES 1 through 10, inclusive,

16 Defendants.

CASE NO. 21CV000413

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

DATE: October 13, 2023

TIME: 9:00 a.m.

DEPT: 21

Reservation No. 199278405908

Judge: Hon. Evelio Grillo

Complaint Filed: October 15, 2021

21 On June 16, 2023, the Court entered an order granting preliminary approval of the
22 proposed class action and PAGA settlement between representative plaintiff Brian Pullen
23 ("Plaintiff"), and defendant Corvus Insurance Holdings Inc. ("Defendant") (collectively, "the
24 Parties") as set forth in the Class and Representative Action Settlement Agreement and
25 Release, attached as Exhibit 1 to the Declaration of Marita M. Lauinger in support of
26 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Plaintiff
27 now seeks an order granting final approval of the settlement.

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1 Due and adequate notice having been given to the Settlement Class Members, as
2 defined below, and the Court having considered Plaintiff's Motion for Final Approval of
3 Class Action and PAGA Settlement, Attorneys Fees, Costs and Service Award, the
4 declarations in support thereof, and all pleadings and papers filed in this action and good
5 cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 **RECITALS**

8 1. On October 15, 2021, Plaintiff Brian Pullen filed a class action complaint
9 asserting claims against Defendant Corvus Insurance Holdings, Inc. for failure to reimburse
10 necessary business expenses pursuant to California Labor Code § 2802, and a derivative
11 claim for alleged violation of the Unfair Competition Law, Business & Professions Code §
12 17200 et seq.

13 2. On December 9, 2021, Plaintiff filed a first amended complaint to add a claim
14 for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"),
15 Labor Code §2698, et seq.

16 3. The Parties exchanged sufficient information through formal and informal
17 discovery to evaluate the case for possible settlement. They engaged in direct settlement
18 negotiations through counsel. On December 2, 2022, they reached an agreement to settle the
19 case.

20 4. On April 17, 2023, the Parties fully executed the Class and Representative
21 Action Settlement Agreement and Release ("Settlement Agreement" or "Settlement").

22 5. The Court adopts and incorporates by reference all defined terms as set forth
23 in the Settlement Agreement.

24 6. The Court has jurisdiction over the subject matter, the Plaintiff, the Class
25 Members, the PAGA Members, Defendant, and the Settlement.

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1 **FINDINGS**

2 7. The Court finds the Settlement was the product of arm's length negotiations
3 between experienced counsel, and is fair, reasonable and adequate. The Settlement provides
4 meaningful relief to the Class Action Members and Representative Action Members as
5 defined in the Settlement as well as relief to the State of California consistent with the
6 purposes of PAGA.

7 8. The Court finds, for settlement purposes only, that the Class satisfies the
8 applicable standards for certification under Code of Civil Procedure §382, Civil Code §
9 1781, California Rules of Court, rules 3.766 and 3.769, and the California and United States
10 Constitutions.

11 9. The Court finds the notice procedure carried out by the Settlement
12 Administrator constituted the best notice practicable under the circumstances and fully
13 satisfied all necessary requirements of due process.

14 10. The Court finds there are no objections to the Settlement and no Class
15 Members opted-out.

16 **ORDER**

17 11. For settlement purposes only, the Court has certified a class defined as: "All
18 individuals who are or were employed by Defendant Corvus Insurance Holdings, Inc. in
19 California and who worked remotely at any time during the Class Settlement Period, from
20 October 15, 2017 through December 31, 2022."

21 12. For purposes of the settlement, PAGA Members are "all individuals who are
22 or previously were employed by Defendant Corvus Insurance Holdings, Inc. in California at
23 any time during the PAGA Settlement Period, from October 4, 2020 through December 31,
24 2022."

25 13. Upon entry of this Order and Judgment, Plaintiff, all Class Members, the
26 Labor Workforce and Development Agency ("LWDA"), and the State of California shall
27 fully and forever release and discharge all claims or causes of action as set forth in the
28 Settlement Agreement on pages 10 and 11, paragraphs III.1-3.

1 14. The Total Settlement Amount and the methodology used to calculate and pay
2 each Class Member and to pay PAGA Members are fair and reasonable. The Court
3 authorizes the Settlement Administrator, ILYM Group, Inc., to pay the Class Members and
4 PAGA Members in accordance with the terms of the Settlement Agreement.

5 15. Upon entry of this Order and Judgment, distribution of the Total Settlement
6 Amount shall be made pursuant to the terms of the Settlement.

7 16. From the Total Settlement Amount, \$ _____ shall be distributed to the
8 Class Action Members in accordance with the terms of the Settlement Agreement.

9 17. From the Total Settlement Amount, \$ 2,500.00 each shall be paid to the
10 Class Representative Brian Pullen for his service to the Class.

11 18. From the Total Settlement Amount, \$ 3,105.61 shall be paid to Class
12 Counsel as reimbursement for costs.

13 19. From the Total Settlement Amount, \$ 35,000.00 shall be paid to Class
14 Counsel for their reasonable attorneys' fees.

15 20. 10% of the attorneys' fees award shall be kept in the administrator's trust fund
16 until completion of the distribution process and Court approval of a final accounting.

17 21. From the Total Settlement Amount, \$ 4,550.00 shall be paid to ILYM
18 Group, Inc. for the cost of administration.

19 22. From the Total Settlement Amount, \$ 19,750.00 shall be PAGA Penalties
20 and distributed in accordance with the Settlement Agreement to the PAGA Members and the
21 LWDA.

22 23. Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement
23 is hereby Granted and the Court directs that Judgment be entered in accordance with the
24 terms of this Order.

25 24. A Compliance Hearing will be held on June 14, 2024 at 10:00 a.m. in
26 Department 21 of the above-captioned Court. On or before June 7, 2024, counsel must file a
27 compliance report with the Court.

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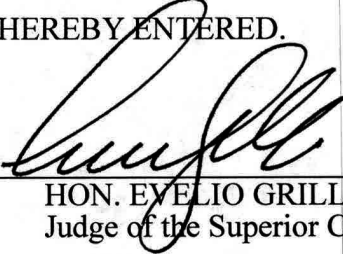
JUDGMENT

25. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the Parties and the Settlement to enforce the terms of the Judgment.

26. The Court hereby enters Judgment.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

DATED: 10/27/23

By: 
HON. EVELIO GRILLO
Judge of the Superior Court

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