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12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 JAIME RODRIGUEZ and NOHELI SAPP,
16 individuals, on behalf of themselves and on
17 behalf of all persons similarly situated,

18 Plaintiff,

19 vs.

20 WAWANESA GENERAL INSURANCE
21 COMPANY, a California Corporation; and
22 DOES 1 through 50, inclusive,

23 Defendants.

Case No. 37-2022-00020811-CU-OE-CTL

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: March 29, 2024

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated November 9,
2023]

Judge: Hon. Robert C. Longstreth
Dept.: 65

Action Filed: June 1, 2022

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on April 3, 2024, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of
4 the Final Approval Order and Judgment is attached hereto as Exhibit #1. The Final
5 Approval Order and Judgment were also served on the LWDA pursuant to the Proof of
6 Service below.

7 Respectfully submitted,

8
9 Dated: April 4, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On March 5, 2024, I served the document(s) described as:

1. Notice of Entry of Judgment

X **(BY ELECTRONIC SERVICE VIA ONE LEGAL)** Pursuant to CCP §1010.6, the document(s) referenced above is/are served through One Legal at <https://www.onelegal.com>/addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the One Legal Receipt Page/Confirmation will be maintained with the original document(s) in this office.

X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail addresses:

QUARLES & BRADY LLP
Aaron A. Buckley, Esq.
Kevin Hambly, Esq.
101 West Broadway, Ninth Floor
San Diego, CA 92101
T: 619-237-5200

Attorneys for Defendant
Wawanesa General Insurance Co.

Emails:
aaron.buckley@quarles.com;
kevin.hambly@quarles.com;
deb.baranowski@quarles.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 4, 2024, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
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11 Attorneys for Plaintiffs

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

04/03/2024 at 11:15:00 AM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN DIEGO

14 JAIME RODRIGUEZ and NOHELI SAPP,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated,

17 Plaintiffs,

18 v.

19 WAWANESA GENERAL INSURANCE
20 COMPANY, a California Corporation; and
21 DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: **37-2022-00020811-CU-OE-CTL**

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

Hearing Date: March 29, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Robert C. Longstreth
Dept.: 65

Action Filed: June 1, 2022
Trial Date: Not set

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FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Jaime Rodriguez and Noheli Sapp (“Plaintiffs”) for an order
2 finally approving the class action settlement of this action between Plaintiff and Defendant
3 Wawanesa General Insurance Company (“Defendant”) came on for hearing on March 29, 2024,
4 before the Honorable Robert C. Longstreth. The motion is GRANTED, as set forth below.

5 **I.**

6 **FINDINGS**

7 Based on the oral and written argument and evidence presented in connection with the
8 motion, the Court makes the following findings:

9 1. All terms used herein shall have the same meaning as defined in the Class Action
10 and PAGA Settlement Agreement (the “Agreement”).

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount and the terms set forth in the
16 Agreement are fair, reasonable, and adequate.

17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On November 9, 2023, the Court granted preliminary approval of the Agreement.
25 At this same time, the Court approved conditional certification of the Class for settlement
26 purposes only. The Court also approved the form and method of the Class Notice, appointed
27 Plaintiffs as the Class Representatives, appointed Norman B. Blumenthal, Kyle R. Nordrehaug
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1 and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for
2 the Class, and appointed Apex Class Action LLC as the Administrator.

3 **Notice to the Class**

4 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
5 by first class mail to members of the Class at their last known addresses on or about November 27,
6 2023. Mailing of the Class Notice to their last known addresses was the best notice practicable
7 under the circumstances and was reasonably calculated to communicate actual notice of the
8 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
9 fully and accurately informed the Class Members of all material elements of the proposed
10 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
11 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
12 laws of the State of California, the United States Constitution, due process and other applicable
13 law. The Class Notice fairly and adequately described the Settlement and provided Class
14 Members adequate instructions and a variety of means to obtain additional information.

15 7. The deadline for opting out of the Class or submitting written objections to the
16 Settlement was January 26, 2024, which deadline was extended by 14 days in the event of a re-
17 mailing. There was an adequate interval between notice and the deadline to permit Class
18 Members to choose what to do and act on their decision. A full opportunity has been afforded to
19 the Class Members to participate in this hearing, and all Class Members and other persons wishing
20 to be heard have been heard. Class Members also have had a full and fair opportunity to exclude
21 themselves from the proposed Settlement and Class. Accordingly, the Court determines that all
22 Class Members who did not timely and properly submit a request for exclusion in accordance with
23 the Agreement are bound by the Settlement and this Final Approval Order and Judgment.

24 **Fairness Of Settlement**

25 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
26 48 Cal.App.4th 1794, 1801 (1996).

27 a. The settlement was reached through arm's-length bargaining between the
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1 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of
2 wage and hour class actions. There has been no collusion between the parties in reaching the
3 proposed settlement.

4 b. Plaintiffs' investigation and discovery have been sufficient to allow the
5 Court and counsel to act intelligently.

6 c. Counsel for both Parties are experienced in similar employment class action
7 litigation. All counsel recommended approval of the Agreement.

8 d. There were no objectors and the percentage of requests for exclusion is
9 small. No objections were received. Two (2) requests for exclusion were received.

10 9. The consideration to be given to the Class Members under the terms of the
11 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
12 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
13 Members' claims, given the uncertainties and significant risks of the litigation and the delays
14 which would ensue from continued prosecution of the action.

15 10. The Agreement is approved as fair, adequate and reasonable and in the best
16 interests of the Class Members.

17 **Attorneys' Fees and Costs**

18 11. A Class Counsel Fees Payment award in the reduced amount of \$672,000, and
19 Class Counsel Litigation Expenses Payment award of \$15,858.03 are reasonable, in light of the
20 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
21 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
22 and billing statement.

23 **Class Representative Service Payments**

24 12. The Agreement provides for Class Representative Service Payments of not more
25 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
26 Representative Service Payments in the reduced amount of \$5,000 to each of the Plaintiffs are

1 reasonable in light of the risks and burdens undertaken by the Plaintiff in the litigation and for the
2 time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
6 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
7 Penalties, issue any required tax reporting forms, calculate withholdings and perform the other
8 remaining duties set forth in the Agreement. The Administrator has documented \$14,320 for the
9 Administration Expenses Payment, and this amount is reasonable in light of the work performed
10 by the Administrator.

11 **PAGA Penalties**

12 14. The PAGA Penalties amount of \$50,000 is approved and shall be paid out of the
13 Gross Settlement Amount, 75% of which (\$37,500) shall be allocated and paid to the LWDA and
14 25% of which shall be distributed to the Aggrieved Employees as Individual PAGA Payments.
15 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of
16 the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA
17 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. The Aggrieved
19 Employees are all individuals who worked for Defendant in California who were classified as non-
20 exempt employees at any time during the PAGA Period which is April 8, 2021 through June 20,
21 2023. All Aggrieved Employees will be sent their Individual PAGA Payment and will be subject
22 to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the
23 Class Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The certification of the Class for the purposes of settlement is confirmed. The Class
2 is defined as follows:

3 All individuals who are or previously worked for Defendant in California who were
4 classified as non-exempt and who worked during the Class Period (June 1, 2018
through March 17, 2023).

5 16. All persons who meet the foregoing definition are members of the Class, except
6 for those individuals who timely submitted a valid request for exclusion (“opt out”) from the
7 Class. The two individuals who requested exclusion are Dane Claycomb and Kelly Rogers.

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class.

10 18. Class Counsel are awarded Class Counsel Fees Payment in the reduced amount of
11 \$672,000 and Class Counsel Litigation Expenses Payment in the amount of \$15,858.03. Class
12 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
13 Plaintiffs or members of the Class.

14 19. The payment of Class Representative Service Payments in the reduced amount of
15 \$5,000 to each of the Plaintiffs is approved.

16 20. The payment of \$14,320 to the Administrator as the Administration Expenses
17 Payment is approved.

18 21. The PAGA Penalties are approved and shall be allocated as set forth in the
19 Agreement.

20 22. A Participating Class Member must cash his or her Individual Class Payment check
21 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her
22 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
23 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
24 send the affected Participating Class Member and/or Aggrieved a reminder notice informing him
25 or her that unless the check is cashed in the next 60 days, it will expire and become non-
26 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check
27 remains uncashed by the expiration of the 180 period, the funds from such uncashed checks shall
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1 be paid to the California State Controller's Unclaimed Property Fund in the name of and for the
2 benefit of the individual who did not cash their check.

3 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
4 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
5 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
6 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
7 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
8 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
9 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
10 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
11 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
12 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
13 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
14 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
15 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
16 Released PAGA Claims.

17 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
18 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
19 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
20 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
21 to individual Class Members.

22 25. If the Agreement does not become final and effective in accordance with the terms
23 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
24 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
25 revert to their respective positions as of before entering into the Agreement, and expressly reserve
26 their respective rights regarding the prosecution and defense of this Action, including all available
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1 defenses and affirmative defenses, and arguments that any claim in the Action could not be
2 certified as a class action and/or managed as a representative action.

3
4 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

5 26. The Court hereby enters final judgment in this case in accordance with the terms of
6 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

7 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
8 Plaintiffs, and all members of the Class, shall take nothing in the Action.

9 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
10 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
11 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
12 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
13 the distribution of settlement benefits.

14 29. The Parties are authorized to agree to and to adopt such amendments, modifications
15 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
16 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
17 under the Agreement, subject to Court approval.

18 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 31. As of the Effective Date and upon full finding of the Gross Settlement Amount by
21 Defendant, all Participating Class Members, on behalf of themselves and their respective former
22 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
23 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
24 class claims pled or could have been pled based on the factual allegations contained in the
25 Operative Complaint which occurred during the Class Period. Except as expressly set forth in this
26 Agreement, Participating Class Members do not release any other claims, including claims for
27 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
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1 unemployment insurance, disability, social security, workers' compensation, or claims based on
2 facts occurring outside the Class Period. The "Released Parties" are Defendant and each of its
3 former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors,
4 successors, assigns and subsidiaries.

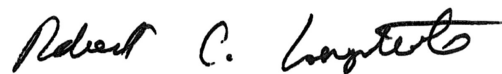
5 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
6 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
9 The "Released PAGA Claims" are all PAGA claims pled or could have been pled based on the
10 factual allegations contained in the Operative Complaint and PAGA letters sent by plaintiff Jaime
11 Rodriguez that occurred during the PAGA Period as to the Aggrieved Employees. The Released
12 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
13 wrongful termination, discrimination, unemployment insurance, disability and worker's
14 compensation, and claims outside of the PAGA Period.

15 33. As of the Effective Date and upon full funding of the Gross Settlement Amount by
16 Defendant, Plaintiffs and their respective former and present spouses, representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
18 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
19 forth fully in the Agreement.

20 34. The Court sets a compliance hearing for November 8, 2024 at 8:30 a.m. Plaintiffs
21 are to file a declaration from the Administrator regarding the status of disbursement on or before
22 October 30, 2024.

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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25 Dated: 04/03/2024



26
27 HON. ROBERT C. LONGSTRETH
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT