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15 on behalf of himself and others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

18 ALEJANDRO JAVIER CERVANTES-
19 ARNOLD, on behalf of himself and similarly
20 situated employees,

21 Plaintiff,

22 vs.

23 AMTRUST FINANCIAL SERVICES, INC.;
24 and DOES 1 to 100, inclusive,

25 Defendants.

Case No.: 22STCV33034

CLASS ACTION

[Assigned for all purposes to the Hon. Laura A. Siegle, Dept. 17]

**[REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed pursuant to Court's tentative decision
posted on CaseAnywhere on October 4, 2024]*

Hearing Information:

Date: October 9, 2024

Time: 9:00 a.m.

Dept.: 17

~~[REVISED PROPOSED]~~ ORDER AND JUDGMENT

Plaintiff Alejandro Javier Cervantes-Arnold's ("Plaintiff") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant Amtrust Financial Services, Inc. ("Aramco" or "Defendant") came before this Court on October 9, 2024 at 9:00 a.m. in Department 17 of the Los Angeles County Superior Court Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Malcolm E. Clayton in Support of Plaintiff's Motion for Final Approval filed on September 17, 2024 (the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Lisa Pavlik on behalf of Simpluris, Inc. and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement and Documents and Supplementary Documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

3. all current and former exempt Claims Adjusters III, Claims Specialists III, and Subrogation Adjusters III who worked for Defendant Amtrust Financial Services, Inc. in the State of California at any time during the Exemption or Reimbursement Class Periods, but excluding any Complex/Specialty Adjusters, Complex Claims Adjusters, Claims Technical Operations Specialists II, and Technical Claims Specialists.

4. The "Exemption Class Period" is the period from October 7, 2018 through October 22, 2023. The "Reimbursement Class Period" means the periods from October 7, 2018 through March 7, 2020 and from March 8, 2022 through October 22, 2023.

5. For purposes of the settlement, the Court designates named Plaintiff Alejandro Javier Cervantes-Arnold as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq.,

1 Antonia Bliznets, Esq., Eve Howe, Esq., and Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP,
2 as Class Counsel.

3 6. The notice provided to the class members conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
5 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
6 law, and constitutes the best notice practicable under the circumstances, by providing individual
7 notice to all class members who could be identified through reasonable effort, and by providing due
8 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
9 The notice fully satisfied the requirements of due process.

10 7. The Court finds the settlement was entered into in good faith, that the settlement is
11 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769.

15 8. The Settlement Agreement is not an admission by Defendant or by any other released
16 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
17 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
18 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
19 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
20 whatsoever by or against Defendants or any of the other released parties.

21 9. No Class Members have objected to the terms of the Settlement.

22 10. Three (3) Class Members have requested exclusion from the Settlement, and are
23 considered Non-Participating Class Members: (i) Mary Lynne Sloan; (ii) Alijah Dante Rabelde; and
24 (iii) Thomas J Egan. Mary Lynne Sloan and Alijah Dante Rabelde are Aggrieved Employees.
25 Thomas J Egan is not an Aggrieved Employee.

26 11. Within fourteen (14) calendar days after the Effective Date of the Settlement,
27 Defendants will fully-fund the non-reversionary Gross Settlement Amount of Two Million Two
28 Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00).

1 12. The Administrator will issue the following payments within fourteen (14) calendar
2 days after receipt of funding: (a) all Individual Exemption Class Payments, (b) all Individual
3 Reimbursement Class Payments, (c) all Individual PAGA Payments, (d) the LWDA PAGA Payment,
4 (e) the Administration Expenses Payment, (f) the Class Counsel Fees Payment, (g) the Class Counsel
5 Litigation Expenses Payment, and (h) the Class Representative Service Payment.

6 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
7 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
8 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
9 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

10 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
11 to Class Counsel in the sum of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00),
12 and the reimbursement of litigation expenses in the sum of Twelve Thousand Dollars and Zero Cents
13 (\$12,000.00). Both are reasonable amounts. The reasonableness of the fee award is determined based
14 on a reasonable percentage of a common fund obtained for the class. The court also has considered
15 the lodestar amount. Awarding fees on a percentage basis encourages efficient litigation practices and
16 reflects the actual benefit obtained for the class.

17 15. The Court approves and orders payment from the Gross Settlement Amount in the
18 amount of Nine Thousand Dollars and Zero Cents (\$9,000.00) to Simpluris, Inc. for performance of
19 settlement administration services.

20 16. The Court approves and orders the allocation of Twenty Thousand Dollars and Zero
21 Cents (\$20,000.00) of the Gross Settlement Amount as PAGA Penalties.

22 17. The Court approves and orders payment of Fifteen Thousand Dollars and Zero Cents
23 (\$15,000.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment as 75% of
24 the PAGA Penalties.

25 18. The Court approves and orders payment of Five Thousand Dollars and Zero Cents
26 (\$5,000.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual
27 PAGA Payments pursuant to the terms of the Settlement.

28 19. Participating Class Members will have one hundred eighty (180) calendar days from

1 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
2 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
3 forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law,
4 California Civil Code § 1500, et seq. The Settlement Administrator shall inform the Parties regarding
5 the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period,
6 including the amount at issue.

7 20. Participating Exemption Class Member Release: Following the Effective Date, and
8 effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating
9 Exemption Class Members, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
11 Parties from all claims under state, federal and local law that were or could have been asserted based
12 on the facts and allegations made in the Action, and any amendments thereto, as to the Exemption
13 Class Members, including without limitation, California Labor Code sections 200, 201, 202, 203, 204,
14 206, 210, 218.6, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1,
15 1198, California Industrial Commission Wage Orders, and Business and Professions Code sections
16 17200, et seq., and including all claims for or related to alleged misclassification, unpaid wages,
17 overtime or double time wages, minimum wages, timely payment of wages during employment and at
18 separation, meal periods and meal period premiums, rest periods and rest period premiums, wage
19 statement penalties, unfair competition, unfair business practices, injunctive relief as it relates to the
20 claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages,
21 penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims
22 and allegations alleged in the Action, throughout the Exemption Class Period. Except as set forth in
23 Section 5.4 of the Settlement Agreement, Participating Exemption Class Members do not release any
24 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security, workers'
26 compensation, or claims based on facts occurring outside the Exemption Class Period.

27 21. Participating Reimbursement Class Member Release: Following the Effective Date,
28 and effective on the date when Defendant fully funds the entire Gross Settlement Amount, All

1 Participating Reimbursement Class Members, on behalf of themselves and their respective former
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
3 Released Parties from all claims under state, federal and local law that were or could have been
4 asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the
5 Reimbursement Class Members, including without limitation, California Labor Code sections 2802,
6 Business and Professions Code sections 17200, et seq., and including all claims for or related to
7 alleged business expense reimbursement, penalties related to the claims listed above, interest, fees,
8 and costs throughout the Reimbursement Class Period. Except as set forth in Section 5.4 of the
9 Settlement Agreement, Participating Reimbursement Class Members do not release any other claims,
10 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
11 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
12 based on facts occurring outside the Reimbursement Class Period.

13 22. Aggrieved Employee Release: Following the Effective Date, and upon Defendants
14 fully funding the Gross Settlement Amount, all Aggrieved Employees, including those who are Non-
15 Participating Class Members, are deemed to release, on behalf of themselves and their respective
16 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
17 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
18 been alleged in the PAGA Action or PAGA Notice and during the PAGA Period and ascertained in
19 the course of the Action and PAGA Action, including civil penalties pursuant to PAGA for or related
20 to alleged unpaid wages, overtime or double time wages, minimum wages, timely payment of wages
21 during employment and at separation, meal periods and meal period premiums, rest periods and rest
22 period premiums, wage statement penalties, unreimbursed business expenses, unfair competition,
23 unfair business practices, injunctive relief as it relates to the claims listed above, declaratory relief as
24 it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims
25 listed above, interest, attorneys' fees, costs, as well as all other claims and allegations alleged in the
26 PAGA Action, PAGA Notice, and Action during the PAGA Period ("Released PAGA Claims").

27 23. The "PAGA Period" means the period from October 23, 2021 through October 22,
28 2023.

1 24. “Released Parties” means: Defendant and all of its present and former parent
2 companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers,
3 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity
4 which could be liable for any of the Released Exemption Class Claims, Released Reimbursement
5 Class Claims, and/or Released PAGA Claims, respectively, and Defendant’s counsel of record in the
6 Action.

7 25. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
8 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

9 26. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the settlement, and any and all claims, asserted in, arising out
11 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
12 settlement and the determination of all controversies relating thereto.

13 27. Class Counsel shall file a final report with the Court regarding distribution of
14 settlement funds by Sept. 15, 2025, indicating the disbursements were made pursuant to the
15 settlement.

16 28. A non-appearance case review regarding submission of the final report is set for
17 Sept. 22, 2025 at 8:30 a.m. ~~a.m./p.m. in Department 9~~ of the above-captioned Court.

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

20
21 Dated: 10/09/2024



Laura Seigle

Hon. Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge