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Attorneys for Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROGER SHEER, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

AMERICAN BANKERS INSURANCE
COMPANY OF FLORIDA, a Florida
corporation; ASSURANT, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23STCV28865

Honorable Kevin C. Brazile
Department 20

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
PAGA REPRESENTATIVE
ACTION**

Complaint Filed: November 27, 2023
Jury Trial Date: None Set

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval
2 of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions.

4 This Joint Stipulation and Settlement Agreement of PAGA Representative Action
5 (“Settlement Agreement”) made by and between plaintiff Roger Sheer (“Plaintiff”), on the one
6 hand, and Defendants American Bankers Insurance Company of Florida and Assurant, Inc.
7 (collectively “Defendants”) on the other hand. (Plaintiff and Defendants are, collectively, the
8 “Parties.”)

9 THE PARTIES STIPULATE AND AGREE as follows:

10 **Definitions**

11 1. **“Approval”** means the Court’s order granting approval of the settlement embodied
12 in this Settlement Agreement.

13 2. **“Court”** means the Superior Court of California, County of Los Angeles.

14 3. **“Defendants’ Counsel”** means Elizabeth Staggs-Wilson and James E. Payer of
15 Littler Mendelson P.C.

16 4. **“Effective Date”** shall mean the later of the following events: five (5) calendar
17 days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval
18 and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been
19 filed, *i.e.*, 65 days from the date the court grants final approval, enters Judgment, and notice of
20 entry of judgment is filed; or, if any appeal, writ, or other appellate proceeding opposing Final
21 Approval has been filed within that timeframe; five (5) business days after any appeal, writ, or
22 other appellate proceedings opposing the Settlement has finally and conclusively dismissed with
23 no right to pursue further remedies or relief. No funding of the Settlement shall occur until at least
24 ten (10) calendar days after the Effective Date.

25 5. **“Gross PAGA Settlement Amount”** means One Hundred and Thirty Thousand
26 Dollars (\$130,000.00), which includes all attorneys’ fees and costs/expenses petitioned by PAGA
27 Counsel; any enhancement award; costs of administration of the Settlement; and any payments to
28 the California Labor & Workforce Development Agency (“LWDA”) or the PAGA Members,

including Plaintiff. Defendants will owe nothing more than this Gross Settlement Amount under this Settlement Agreement.

6. **“Judgment”** means the judgment entered by the Court based upon Approval.

7. **“Lawsuit”** means Plaintiff’s lawsuit alleging wage and hour violations under the PAGA against Defendants captioned *Roger Sheer v. American Bankers Insurance Company of Florida, et al.*, pending in the Superior Court of the State of California, Los Angeles County and bearing Case No. 23STCV28865.

8. **“Mediator’s Proposal”** means the mediator’s proposal accepted by the Parties.

9. **“Net PAGA Fund”** means the allocation of the remaining Gross PAGA Settlement Amount, less the Court approved amounts for PAGA Counsel’s attorneys’ fees and costs, Settlement Administrator’s costs and Representative Enhancement.

10. **“PAGA Counsel”** means Lawyers for Justice, P.C. and CounselOne, PC.

11. **“PAGA Members”** refers to the current and former individuals who were employed by Defendants as non-exempt field employees in California at any time from September 23, 2022, through the Release End Date.

12. **“PAGA Notice”** means Plaintiff’s September 21, 2023 letter to Defendants and the LWDA providing notice of alleged Labor Code violations pursuant to Labor Code section 2699.3, subd.(a).

13. **“PAGA Period”** means September 23, 2022, through March 25, 2025.

14. **“Released Claims”** means the claims being released as described in Paragraph 36 below.

15. **“Released Parties”** means Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

16. **“Representative Enhancement”** means the amount approved by the Court under the terms set forth under Paragraph 32 for Plaintiff’s efforts to represent the allegedly aggrieved employees.

17. **“Settlement”** means the disposition of the Lawsuit effected by this Settlement Agreement and the Judgment entered thereon.

18. **“Settlement Administrator”** means CPT Group, Inc.

RECITALS

19. On October 5, 2024, following exchange and extensive review of relevant documents and data, the Parties engaged in a full-day mediation with experienced wage and hour class and representative action mediator, Eve Wagner, Esq., which resulted in a settlement of the Lawsuit, except for the individual non-PAGA claims of Roger Sheer, which will be memorialized in a separate confidential settlement agreement.

20. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Lawsuit, and further denies that, for any purpose other than settling the Lawsuit, representative treatment is appropriate for the Lawsuit.

21. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations in the Lawsuit.

22. It is the Parties' intention that this Settlement Agreement shall constitute a full and complete settlement and release of all Released Claims (as defined in Paragraph 36) against all Released Parties.

23. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 4, above.

24. PAGA Counsel have conducted a thorough investigation into the facts of the Lawsuit, including an extensive review of relevant documents and data, and have diligently pursued an investigation of the PAGA Members' claims against Defendants. Based on their independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of the PAGA Members in light of all known facts and circumstances, including the risks of significant delay, the difficulty

1 of manageably trying this action on a representative basis, and the defenses asserted by
2 Defendants. Defendants and Defendants' Counsel also agree that the Settlement is in the best
3 interests of the PAGA Members.

4 25. The Parties agree to cooperate and take all steps necessary and appropriate to
5 consummate this settlement in accordance with the terms of this Settlement Agreement:

6 **TERMS OF SETTLEMENT**

7 26. In consideration of the mutual covenants, promises and agreements set forth herein,
8 the Parties agree, subject to the Court's approval, to the terms herein.

9 27. It is agreed by and between Plaintiff and Defendants that the Lawsuit and any
10 claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever
11 claimed by Plaintiff on behalf of himself, and/or the PAGA Members arising out of the disputes
12 which are the subject of the Lawsuit, be settled and compromised, subject to the terms and
13 conditions set forth in this Settlement Agreement and the Court's Approval.

14 **PAGA MEMBERS**

15 28. For purposes of this Settlement Agreement only, the Parties stipulate that the PAGA
16 Members are the cohort of aggrieved employees.

17 **GROSS PAGA SETTLEMENT AMOUNT**

18 29. As consideration for the Released Claims, (1) at least 30 calendar days after the
19 Effective Date, Defendants agree to fund the Gross Settlement Amount; and (2) within 15 calendar
20 days after the funding, the Settlement Administrator shall distribute these funds as follows:

21 a. Defendants agree to pay One Hundred and Thirty Thousand Dollars
22 (\$130,000.00) (the "Gross PAGA Settlement Amount") to resolve the claims of the PAGA
23 Members. The Gross PAGA Settlement Amount will include all payments to be made to the
24 LWDA, payments to the PAGA Members, attorneys' fees and costs approved by the Court, and
25 any enhancement award to Plaintiff approved by the Court. In no event shall Defendants be liable
26 for the payment of any amounts exceeding those set forth above in this section.

27 b. The Net PAGA Fund will be distributed to all PAGA Members. There will
28 be no claims process and no reversion.

1 c. The Net PAGA Fund shall be distributed to the LWDA (75% of the Net
2 PAGA Fund) and the PAGA Members (25% of the Net PAGA Fund).

3 d. Once Defendants have deposited the Gross Settlement Amount with the
4 Settlement Administrator, they will be deemed to have satisfied all terms and conditions under
5 this Settlement Agreement, shall be entitled to all protections afforded to Defendants under this
6 Settlement Agreement, and shall have no further obligations under the terms of the Settlement
7 Agreement regardless of what occurs with respect to those sums. Additionally, none of the
8 Released Parties shall have any further obligation or liability to the Plaintiff or PAGA Members
9 under this Settlement Agreement.

10 30. Defendants represents that the extrapolated number of pay periods through
11 approximately October 5, 2024, did not exceed 640 ("Pay Periods") and that there are no PAGA
12 members who have worked in California for the Defendants after this period.

13
14 **ATTORNEYS' FEES AND EXPENSES**

15 31. **Attorneys' Fees:** PAGA Counsel may petition the Court for attorneys' fees not to
16 exceed Forty Five Thousand Five Hundred Dollars and No Cents (35%) from the Gross PAGA
17 Settlement Amount, plus reasonable costs/expenses not to exceed Twenty Thousand Dollars
18 (\$20,000), subject to approval by the Court. Attorneys' fees paid pursuant to this Settlement
19 Agreement shall be inclusive of all fees in this matter. Defendants agree not to object to Settlement
20 PAGA Counsel's fees and costs up to the amounts described in this paragraph payable from the
21 Gross PAGA Settlement Amount. Any reduction by the Court of Settlement PAGA Counsel's
22 claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void
23 the PAGA Settlement. Any reduction by the Court of PAGA Counsel's claimed attorneys' fees
24 and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement.

25 32. **Representative Enhancement:** Defendants agree not to object to an enhancement
26 award to Plaintiff from the Gross PAGA Settlement Amount. Subject to the Court's approval, the
27 amount of the enhancement award will not exceed Five Thousand Dollars and Zero Cents
28 (\$5,000.00) for Plaintiff. The Representative Enhancement is understood as a service award for

representing the allegedly aggrieved employees through the Lawsuit. Any reduction by the Court of the Representative Enhancement shall not be sufficient grounds to void the Settlement.

33. **Net PAGA Fund Distribution:** The Net PAGA Fund less the 75% distribution to the LWDA shall be allocated on a per pay period basis as follows:

a. The Net PAGA Fund shall be allocated to each PAGA Member working at least one pay period during the PAGA Period and attributing one (1) share for each pay period worked during the PAGA Period. The total number of respective shares shall be added up and divided by the total number of shares across the PAGA Period to get the percentage share for that PAGA Member.

b. Upon the funding of the Gross Settlement Amount, all PAGA Members shall be deemed to have released their PAGA claims in their entirety. All PAGA payment distributions to PAGA Members shall be treated as non-wage penalties for tax purposes.

34. **Net PAGA Fund and Taxes:** PAGA Members shall be responsible for the proper payment of the employee's taxes on all payments and any tax withholding and deductions shall be deducted from any payments hereunder as required by law and paid from the Net PAGA Fund. Plaintiff will receive an IRS Tax Form 1099 for the total sum of the Court-approved enhancement payment. The Parties further agree that the PAGA payment distributed to each PAGA Member will be treated entirely as civil penalties and will be reported as such to each PAGA Member on an IRS Form 1099-MISC, if applicable.

35. **Settlement Administrator:** The Settlement Administrator expenses subject to Court Approval shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to administer the settlement.

RELEASE

36. Upon the funding of the Gross Settlement Amount, the claims released by the PAGA Members will include all PAGA claims pled in the Lawsuit and any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, and any PAGA claims which could have been alleged under the facts, allegations and/or claims pled in the Lawsuit or any PAGA Notice sent to

the LWDA by Plaintiff in or prior to the Lawsuit, against the Released Parties, for work performed during the PAGA Period, including the following:

a. The Claims set forth in the Lawsuit, specifically: penalties pursuant to the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.) for alleged violations of the California Labor Code including: (1) failure to pay overtime compensation; (2) failure to provide meal periods or pay for all meal premiums; (3) failure to provide rest periods or pay rest premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon separation of employment; (6) failure to timely pay wages during employment; (7) failure to provide complete and accurate wage statements; (8) failure to keep complete and accurate payroll records; (9) failure to reimburse necessary business-related expenses and costs; and claims predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or PAGA Notice, including claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197 *et seq.*, 1197.1, 1198, 2698 *et seq.*, 2800, 2802, applicable IWC Wage Orders; and California Code of Regulations, Title 8, section 11000 *et seq.*

b. The claims set forth in subparagraphs (a) through (b) hereinabove shall be collectively referred to as the “Released Claims.”

APPROVAL AND JUDGMENT

37. In conjunction with the motion for court approval of this Settlement Agreement, the Parties will submit a proposed order to the Court, requesting that the Court enter an Order and Judgment (“PAGA Settlement Approval”):

- a. Approving PAGA Counsel’s request for attorneys’ fees and costs;
- b. Approving PAGA Counsel’s request for the Representative Enhancement;
- c. Approving CPT Group, Inc. as Settlement Administrator and expenses for settlement administration not to exceed Ten Thousand Dollars and No Cents (\$10,000.00);
- d. Approving this Settlement Agreement and its terms, including but not limited to, entering judgment fully and finally releasing and discharging the Released Parties as to all PAGA Members and the LWDA and forever barring the assertion of the Released Claims

as to all such PAGA Members and the LWDA, as detailed herein.

DISTRIBUTION

38. Defendants agree to provide the Settlement Administrator, within 15 calendar days of the Effective Date of the PAGA Settlement Agreement, a database containing the following information: (1) the full name, and last known address and full social security number of all PAGA Members; and (2) the information necessary to determine the estimated settlement allocation to each PAGA Member, including without limitation, the total number of pay periods worked by each PAGA Member within the relevant PAGA Period.

39. Upon receipt of this information, the Settlement Administrator shall: (i) run the names of all PAGA Members through the National Change of Address (“NCOA”) database to determine any updated addresses for PAGA Members; and (ii) update the addresses of any PAGA Member for whom an updated address was found through the NCOA search.

40. No later than 15 calendar days from receipt of the Gross Settlement Amount and database described in this section, the Settlement Administrator shall mail the Settlement Packet (comprised of the Notice of Settlement Award and individual settlement amount to the respective PAGA Member) to each PAGA Member at his or her last known address or at the updated address found through the NCOA search and retain proof of mailing.

41. Any Settlement Packets returned to the Settlement Administrator as undelivered shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Settlement Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Settlement Packet to the PAGA Member promptly, and in any event within three (3) business days of obtaining the updated address.

42. A PAGA Member must cash his or her individual settlement payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Member at his or her correct address. If any PAGA Member’s individual settlement

1 payment check is not cashed within 180 days of its initial issuance to the PAGA Member, the
2 Settlement Administrator will keep an accounting of such funds, including the identification of
3 the PAGA Member. The Settlement Administrator will then transmit said funds to the State of
4 California State Controller's Office Unclaimed Property Fund, in the PAGA Member's name to
5 be held as unclaimed property for the PAGA Member. In such event, the PAGA Member will
6 nevertheless remain bound by the Settlement Agreement and the releases contained herein.

7 **OTHER BINDING TERMS**

8 43. **Confidentiality:** Plaintiff, PAGA Counsel, and Defendants' Counsel will not make
9 any public disclosure of the Settlement until the filing of this Settlement Agreement, except that
10 Plaintiff and PAGA Counsel may disclose the Settlement to the LWDA prior to the filing of the
11 motion for approval of the PAGA settlement. However, the terms of Plaintiff's separate,
12 individual confidential settlement agreement will be subject to the confidentiality of the separate,
13 confidential settlement agreement wherein the terms of Plaintiff Roger Sheer's settlement of his
14 individual non-PAGA claims are outlined. Plaintiff and PAGA Counsel represent that they have
15 not made any disclosures which are contrary to the terms of the MOU. PAGA Counsel will take
16 all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the
17 restriction against any public disclosure of the settlement until after this Settlement Agreement is
18 filed with the Court. Thereafter, Plaintiff and PAGA Counsel agree not to publicize the terms of
19 this Settlement with the media, including but not limited to, any newspaper, journal, magazine,
20 website and/or online reporter of settlements or on any website.

21 44. **Voiding Agreement:** Plaintiff or Defendants may terminate this Settlement if after
22 submitting the Settlement Agreement for approval to the Court, the Court declines to enter an
23 order approving the PAGA settlement or judgment in substantially the form submitted by the
24 Parties, or if the Settlement Agreement, as agreed, does not become final because of appellate
25 court action. If the Court requests non-material changes to the Settlement Agreement, the Parties
26 will cooperate in good faith to make such changes and to seek approval of an amended Settlement
27 Agreement, which shall not be grounds for termination of the Settlement. The terminating party
28 shall give to the other party (through its/his counsel) written notice of its decision to terminate no

1 later than 14 calendar days after receiving notice that one of the enumerated events has occurred.

2 Termination shall have the following effects:

3 a. The Settlement Agreement shall be terminated and shall have no force or
4 effect, and no Party shall be bound by any of its terms.

5 b. In the event the Settlement Agreement is terminated, Defendants shall have
6 no obligation to make any payments to any party, PAGA Member or attorney, except to the extent
7 that the Settlement Administrator has incurred costs, in which case the Party electing to terminate
8 the Settlement Agreement shall pay all costs incurred by the Settlement Administrator through the
9 date of termination.

10 c. Any approval order and judgment shall be vacated.

11 d. The Settlement Agreement and all negotiations, statements and proceedings
12 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
13 restored to their respective positions prior to the settlement.

14 e. Except as otherwise discoverable, neither this Settlement Agreement nor
15 any ancillary documents, actions, statements or filings in furtherance of settlement (including all
16 matters associated with the mediation) shall be admissible or offered into evidence in the Lawsuit,
17 or any other action for any purpose whatsoever.

18 45. **Non-Admission of Liability:** Nothing in this Settlement Agreement shall operate
19 or be construed as an admission of any liability. In entering into this Settlement Agreement,
20 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
21 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
22 applicable laws, regulations or legal requirements; breached any contract, violated or breached
23 any duty; or engaged in any misrepresentation or deception. The Parties agree that the Court has
24 not evaluated manageability of any PAGA claim. Defendants deny all liability for the claims
25 alleged in the Lawsuit and that any PAGA Member is owed any damages or penalties, or is entitled
26 to any relief arising from the alleged claims. The Parties have entered into this Settlement
27 Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence
28 Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a

1 proceeding to approve, interpret, or enforce this Settlement Agreement. If the Court does not
2 approve and enter judgment on the settlement embodied in this Settlement Agreement, the Parties
3 agree that this Settlement Agreement is void, but remains protected by California Evidence Code
4 section 1152. The Parties consent to the continuing jurisdiction of the Court for the purposes of
5 enforcement of the Settlement, pursuant to California Code of Civil Procedure section 664.6.

6 **46. Warranties and Representations:** Each of the Parties to this Settlement
7 Agreement and or their agent covenants and warrants that (a) they have full power and authority
8 to enter into and consummate all transactions contemplated by this Settlement Agreement and
9 have duly authorized the execution, delivery and performance of this Settlement Agreement; (b)
10 the person executing this Settlement Agreement has the full right, power and authority to enter
11 into this Settlement Agreement on behalf of the party for whom he/she has executed this
12 Settlement Agreement, and the full right, power and authority to execute any and all necessary
13 instruments in connection herewith, and to fully bind such party to the terms and obligations of
14 this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel
15 throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
16 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff
17 and PAGA Counsel warrant and represent that there are no liens on the Settlement Agreement,
18 and that Defendants may distribute funds to the PAGA Members, PAGA Counsel, and the Plaintiff
19 as provided by this Settlement Agreement.

20 **47. Waiver and Amendment:** The Parties may not waive, amend, or modify any
21 provision of this Settlement Agreement except by a written agreement signed by all counsel, and
22 subject to any necessary Court approval. A waiver or amendment of any provision of this
23 Settlement Agreement will not constitute a waiver of any other provision.

24 **48. Res Judicata:** Plaintiff agrees that the Released Parties can assert this Settlement
25 Agreement and the Approval and Judgment as a defense to any future claims for penalties brought
26 by the LWDA or any claims brought under PAGA on behalf of the LWDA for any Released
27 Claims alleged to have occurred during the PAGA Period. The Parties intend this PAGA
28 settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect,

1 estoppel effect and to otherwise bar a representative action to the fullest extent permissible under
2 applicable law if the LWDA or any allegedly aggrieved employee were to bring a subsequent
3 claim on behalf of the LWDA for any act or omission based on the same factual predicates as the
4 instant Lawsuit and alleged to have occurred during the PAGA Period.

5 **49. Enforcement Action:** If one more of the Parties institutes any legal action or other
6 proceeding against any other Party or Parties to enforce the provisions of this Settlement
7 Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful
8 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
9 attorneys' fees and costs, including expert witness fees incurred in connection with any
10 enforcement actions.

11 **50. Notices to Counsel:** All notices, demands, and other communications to be
12 provided concerning this Settlement Agreement shall be in writing and delivered by receipted
13 delivery and by e-mail at the addresses set forth below, or such other addresses as either Party
14 may designate in writing from time to time:

15 if to Defendant:

16 Elizabeth Staggs Wilson
17 Estaggs-wilson@littler.com
18 Littler Mendelson P.C.
19 633 W. Fifth St., 63rd Floor
20 Los Angeles, CA 90071

21 if to Plaintiff:

22 Anthony J. Orshansky
23 anthony@counselonegroup.com
24 P. Bartholomew Quintans
25 bart@counselonegroup.com
26 COUNSELONE, PC
27 9465 Wilshire Boulevard, Suite 300
28 Beverly Hills, California 90212

51. **Binding Agreement:** This Agreement shall be binding and shall inure to the
benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
legal representatives.

1 52. **Ongoing Cooperation:** The Parties shall support the Settlement, execute all
2 documents and take such steps as are reasonably necessary to effectuate the Settlement and the
3 terms of this Settlement Agreement.

4 53. **Governing Law:** This Settlement Agreement shall be interpreted, construed,
5 enforced, and administered in accordance with the laws of the State of California.

6 54. **Severability:** The Parties to this Settlement Agreement agree, covenant, and
7 represent that each and every provision of this Settlement Agreement shall be deemed to be
8 contractual, and that they shall not be treated as mere recitals at any time or for any purpose.
9 Therefore, the Parties further agree, covenant, and represent that each and every provision of this
10 Settlement Agreement shall be considered severable, except for the release provisions of
11 Paragraph 36 of this Agreement. If a court of competent jurisdiction finds the release provisions
12 of Paragraph 36 of this Settlement Agreement to be unenforceable or invalid as against a PAGA
13 Member or the LWDA, then this Settlement Agreement shall become voidable by Defendants, at
14 Defendants' election but still subject to Defendants' obligation in Paragraph 44 to cooperate in
15 good faith to make such changes and to seek approval of an amended Settlement Agreement. If a
16 court of competent jurisdiction finds any provision, other than the release provisions of Paragraph
17 36, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof,
18 shall be severed from the Settlement Agreement, and all of the remaining provisions of this
19 Settlement Agreement shall remain in full force and effect.

20 55. **Entire Agreement:** This Settlement Agreement contains the entire agreement
21 between the Parties with respect to the transactions contemplated hereby, and supersedes all
22 negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the
23 date hereof relating to the subject matters hereof.

24 56. **Counterparts:** This Settlement Agreement may be executed by one or more
25 Parties on any number of separate counterparts and delivered electronically, and all of said
26 counterparts taken together shall be deemed to constitute one and the same instrument.

1 57. **Captions:** The captions and headings in this Settlement Agreement are inserted
2 for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent
3 of the provisions of this Settlement Agreement.

4 58. **Mutual Preparation of Agreement:** The Parties have had a full opportunity to
5 negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement
6 Agreement shall not be construed more strictly against one party than another merely by virtue of
7 the fact that it may have been prepared by counsel for one of the Parties, it being recognized that,
8 because of the arms-length negotiations between the Parties, all Parties have contributed to the
9 preparation of this Settlement Agreement.

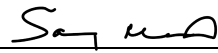
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11 **IT IS SO AGREED.**

12 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
13 Settlement Agreement as of the date(s) set forth below.

14 [Signatures to follow on additional pages.]
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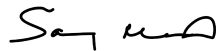
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2 Dated: 12/10/2025

AMERICAN BANKERS INSURANCE
COMPANY OF FLORIDA

3
4 
By: Sam Medina
Title: SVP Executive People Business Partner

5
6 Dated: 12/10/2025

ASSURANT, INC.

7
8 
By: Sam Medina
Title: SVP Executive People Business Partner

9
10
11 Dated: 01 / 20 / 2026

ROGER SHEER

12 
13 Plaintiff and PAGA Representative

1 **APPROVED AS TO FORM:**

2 Dated:

LAWYERS *for* JUSTICE, P.C.

3
4 By: _____

Elizabeth Parker-Fawley
Arman Marukyan
Gabriella Sole
Attorneys for Plaintiff

5
6
7
8 Dated:

COUNSELONE, PC

9
10 By: _____

Anthony J. Orshansky
P. Bartholomew Quintans
Attorneys for Plaintiff

11
12
13 Dated: January 29, 2026

LITTLER MENDELSON P.C.

14
15 By: _____


Elizabeth Staggs-Wilson
James E. Payer
Attorneys for Defendants

1 **APPROVED AS TO FORM:**

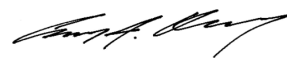
2 Dated: January 21, 2026

LAWYERS for JUSTICE, P.C.

3
4 By: 
5 Selena Matavosian
6 Erica Stepanian
7 *Attorneys for Plaintiff*

8 Dated: January 20, 2026

COUNSELONE, PC

9
10 By: 
11 Anthony J. Orshansky
12 P. Bartholomew Quintans
13 *Attorneys for Plaintiff*

14 Dated:

LITTLER MENDELSON P.C.

15 By: _____
16 Elizabeth Staggs-Wilson
17 James E. Payer
18 *Attorneys for Defendants*