

1 RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
2 mstearns@rutan.com
Kimberly A. Nayagam (State Bar No. 301058)
3 knayagam@rutan.com
18575 Jamboree Road, 9th Floor
4 Irvine, CA 92612
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for Defendant
FREEWAY INSURANCE SERVICES AMERICA, LLC

7 BLACKSTONE LAW, APC
8 Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
9 8383 Wilshire Boulevard, Suite 745
Beverly Hills, CA 90211
10 Telephone: 310-622-4278
Facsimile: 855-786-6356

11 Attorneys for Plaintiff
12 SINDY AVILES

13 [PLAINTIFFS' COUNSEL CONTINUED ON NEXT PAGE]

14
15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

18 SINDY AVILES, individually, and on behalf of
19 other members of the general public similarly
situated and on behalf of Aggrieved Employees
20 pursuant to the California Private Attorneys
General Act,;

21 Plaintiff,

22 v.

23 FREEWAY INSURANCE SERVICES
24 AMERICA, LLC, an Illinois limited liability
company, and DOES 1 through 25 inclusive,;

25 Defendant.
26

Case No. 21STCV34864

Judge: Hon. Kristin S. Escalante
Dept: 24

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: September 22, 2021
Trial Date: TBD

1 JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar No. 248676)
2 Eduardo Garcia (State Bar No. 290572)
5440 Morehouse Drive, Suite 3600
3 San Diego, CA 92121
Telephone: (619) 599-8292
4 Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
5 egarcia@jcl-lawfirm.com

6 ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar No. 277924)
7 Jackland K. Hom (State Bar No. 327243)
Julieann Alvarado (State Bar No. 334727)
8 5440 Morehouse Dr., Ste 3600
San Diego, CA 92121
9 Telephone: (619)255-9047
Facsimile: (858) 404-9203
10 shani@zakaylaw.com
jackland@zakaylaw.com
11 julieann@zakaylaw.com

12 Attorneys for Plaintiff
BRYAN KELLY
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
2 entered into by and between plaintiffs Sindy Aviles and Bryan Kelly (collectively, “**Plaintiffs**”) on
3 the one hand, and defendant Freeway Insurance Services America, LLC (“**Defendant**”), on the other
4 hand (collectively, the “**Parties**”) and is made in compromise of disputed claims.

5 **DEFINITIONS**

6 1. “**Action**” means and refers to *Aviles v. Freeway Insurance Services America, LLC*,
7 Case No. 21STCV34864.

8 2. “**Aggrieved Employees**” means all employees who were employed by defendant
9 Freeway Insurance Services America, LLC as a non-exempt employee in California during the
10 PAGA Period.

11 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
12 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
13 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
14 is subject to Court approval pursuant to Section 2699(1)(2) of the California Labor Code Private
15 Attorneys General Act of 2004, Labor Code section 2698, *et seq.*

16 4. “**Court**” means the California Superior Court, County of Los Angeles.

17 5. “**Defendant**” means and refers to Freeway Insurance Services America, LLC.

18 6. “**Effective Date**” of this Agreement shall be the later of (i) the 61st day after service
19 of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or
20 (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final
21 Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final
22 Order and Judgment are no longer subject to further judicial review. The Effective Date is
23 conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties,
24 PAGA Counsel, and Defendant’s counsel; and (b) the Court has entered the Final Order and
25 Judgment.

26 7. “**Final Order and Judgment**” means the proposed order granting approval of the
27 Settlement and entering Judgment, in the form substantially similar to that attached to this
28 Agreement as Exhibit 1.

1 8. **“Gross Settlement Amount”** means a maximum total of \$320,000, which includes
2 all payments owing as a result of this Agreement and includes: the PAGA Payment Fund; Settlement
3 Administration Costs; and PAGA Counsel Attorneys’ Fees and Costs as awarded by the Court.

4 9. **“LWDA Payment”** means a payment to the California Labor Workforce and
5 Development Agency in an amount equal to 75% of the PAGA Payment Fund.

6 10. **“PAGA Payment Fund”** is the Gross Settlement Amount less all of the following:
7 PAGA Counsel’s Attorneys’ Fees and Costs and Settlement Administration Costs. The PAGA
8 Payment Fund is paid from the Gross Settlement Amount and is comprised of the LWDA Payment
9 and the PAGA Aggrieved Employee Payment.

10 11. **“PAGA Aggrieved Employee Payment”** means an amount equal to 25% of the
11 PAGA Payment Fund, to be distributed to the Aggrieved Employees.

12 12. **“PAGA Claim”** means the claim for civil penalties under the California Labor Code
13 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in
14 the Action.

15 13. **“PAGA Counsel”** means BLACKSTONE LAW, APC; JCL LAW FIRM, APC; and
16 ZAKAY LAW GROUP, APLC.

17 14. **“PAGA Period”** means December 16, 2020 through September 30, 2022.

18 15. **“Plaintiffs”** means Plaintiff Sindy Aviles (“**Aviles**”) and Plaintiff Bryan Kelly
19 (“**Kelly**”).

20 16. **“Released Claims”** means all PAGA claims that were or reasonably could have been
21 alleged against Defendant in the Action on behalf of the Aggrieved Employees based on the facts
22 or claims alleged in the Action and/or in the Plaintiffs’ LWDA Notices. Without limiting the
23 foregoing, and in addition to the foregoing, the release includes all claims and civil penalties under
24 California Labor Code Sections 2699 *et seq.*, attorneys’ fees and costs, and interest arising out of
25 the claims at issue, for Defendant’s alleged failure to: provide meal periods; provide rest breaks;
26 pay minimum wages; pay and properly calculate overtime wages; properly calculate the regular rate
27 of pay including with respect to meal period and rest break premiums and sick time; furnish accurate
28 itemized wage statements; properly calculate and pay wages for all hours worked; pay all wages due

1 at separation of employment; separately compensate for rest breaks at the correct rate of pay;
2 properly compensate employees for all non-productive time including rest breaks; timely pay all
3 wages due during employment and upon separation; maintain accurate payroll records; and
4 reimburse for all necessary business-related expenses, pursuant to the corresponding alleged
5 violations of California Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3,
6 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194 *et seq.*, 1197 *et seq.*, 1197.1, 1198, 1198.5,
7 1199, 2800, 2802, 2804, 2698-2699, 2699.3, 2699.5, and the applicable IWC Wage Order
8 provisions.

9 17. “**Released Parties**” means Defendant and its respective current and former parents,
10 predecessors or successors, holding companies, affiliated companies or entities (including, but not
11 limited to: Freeway Insurance Services, Inc.; Confie Seguros California, LLC; Confie Holding II
12 Co.; and Confie Seguros, Inc.), owners, investors, shareholders, members, partners, officers,
13 directors, managers, employees, agents, attorneys, insurers, assigns, and any individual or entity
14 which could be jointly liable with Defendant.

15 18. “**Settlement Administrator**” means CPT Group or any other neutral third-party
16 administrator chosen by the Parties, subject to approval by the Court.

17 **RECITALS**

18 19. On September 22, 2021, Aviles filed a Complaint against Defendant in this Action
19 asserting claims under the California Private Attorneys General Act in this Action.

20 20. On November 2, 2021, Aviles filed a First Amended Complaint, adding wage and
21 hour class action allegations to the Action.

22 21. On [REDACTED], Aviles filed a Second Amended Complaint in the Action seeking to
23 dismiss the class allegations, without prejudice, and to add Kelly as a Named Plaintiff in the Action.

24 22. During the course of informal discovery in the Action, PAGA Counsel conducted an
25 investigation into the facts of the Action. This included exchanging data and information relating
26 to the underlying alleged violations.

27 23. After exchanging data and information, the Parties entered into direct settlement
28 negotiations. The negotiations were rigorous and at arm’s length. As a result of the negotiations,

1 the Settlement was reached. The Parties believe the Settlement is fair, reasonable, and adequate.
2 The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
3 compromise of the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of
4 the Parties to effect a final and complete resolution of the Released Claims.

5 24. The Parties enter into this Settlement Agreement on a conditional basis. In the event
6 the Court does not enter a Final Order and Judgment, substantially in the form attached as **Exhibit 1**
7 to this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and
8 will be of no force or effect whatsoever and will not be referred to or utilized for any purpose
9 whatsoever.

10 25. Defendant denies all of the claims in the Action, and does not waive, but rather
11 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural,
12 and factual grounds should this Settlement Agreement not become final. This Settlement
13 Agreement reflects a compromise reached to end litigation in the Action.

14 26. The Parties stipulate and agree to the following terms of this Settlement Agreement
15 with the intent that this Settlement Agreement finally disposes of the Action, with prejudice.

16 **TERMS AND CONDITIONS**

17 27. **Settlement Payments and Calculation of Claims.** The following table summarizes
18 the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$320,000.00 Broken Down As Follows:</u>	
•	PAGA Counsel Attorneys' Fees not to exceed \$106,666.66
•	PAGA Counsel Attorneys' Costs not to exceed \$3,828.90
•	Settlement Administration Costs, not to exceed \$9,750.00
•	\$199,754.44 for the PAGA Payment Fund
○	\$149,815.83 for the LWDA Payment
○	\$49,938.61 for the PAGA Aggrieved Employee Payment

23
24 28. Subject to final Court approval and the conditions specified in this Agreement, and
25 in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees
26 to pay the Gross Settlement Amount of \$320,000.00. The Gross Settlement Amount includes
27 payments to be made for PAGA Counsel's Attorneys' Fees and Costs, the PAGA Payment Fund,
28 and Settlement Administration Costs. The Parties agree, subject to Court approval, that the Gross

1 Settlement Amount shall be apportioned as follows:

2 a. Settlement Administration Fees And Costs: The fees and costs associated
3 with settlement administration (e.g., preparing and mailing payments to the Aggrieved Employees,
4 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross
5 Settlement Amount and will not exceed \$9,750.00.

6 b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject
7 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
8 an amount that is up to (1/3) of the Gross Settlement Amount for attorneys’ fees (\$106,666.66), plus
9 actual litigation costs not to exceed \$3,828.90.

10 c. PAGA Payment Fund: After deducting PAGA Counsel’s Attorneys’ Fees
11 and Costs and Settlement Administration Costs from the Gross Settlement Amount, the remaining
12 amount will comprise the PAGA Payment Fund. The PAGA Payment Fund is comprised of the
13 LWDA Payment and the PAGA Aggrieved Employee Payment. The PAGA Payment Fund of
14 approximately \$199,754.44 shall be allocated 75% to the LWDA Payment, which is estimated to
15 total \$149,815.83 (\$199,754.44 x 75%). The remaining 25% of the PAGA Payment Fund, estimated
16 to total \$49,938.61 (\$199,754.44 x 25%), shall be allocated to the PAGA Aggrieved Employee
17 Payment to be paid to the Aggrieved Employees on a *pro rata* basis based on pay periods worked
18 during the PAGA Period, as set forth below, which shall be referred to as the Aggrieved Employee’s
19 “**Individual PAGA Payment.**”

20 Example:

21 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
22 All Aggrieved Employees were actively employed a combined total of 3,000 pay periods during the
23 PAGA Period. Aggrieved Employee A’s Individual PAGA Payment would be calculated as
24 follows:

- 25 ➤ 25 pay periods for Aggrieved Employee A ÷ 3,000 total pay periods for all Aggrieved
26 Employees = 0.83%.
27 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that
28

is 0.83% of the PAGA Aggrieved Employee Payment.¹

d. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

29. **Release by Aggrieved Employees and State of California.**

a. Terms of Release. In exchange for the consideration recited in this Settlement Agreement, upon approval of the settlement by the Court as set forth herein and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs, as representatives for the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will forever completely release and discharge the Released Parties of any and all Released Claims. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

b. No Claims Based On Stipulation and Agreement. No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's counsel, Plaintiffs, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

30. **Request For Final Order and Judgment**. Upon execution of this Agreement, PAGA Counsel shall promptly file an unopposed motion with the Court requesting approval of this Settlement and shall submit concurrently therewith a proposed Final Order and Judgment, in a form substantially similar to Exhibit 1. Plaintiffs shall not file the motion or application requesting approval or final judgment with the Court until Defendant has been given the opportunity to review and approve it, which approval will not be unreasonably withheld. Plaintiffs agree to comply with all requirements to give notice of the Settlement to the LWDA, as set forth in California Labor Code §2699(l).

¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded down.

1 31. **Settlement Funding.**

2 a. Upon the Court entering the Final Order and Judgment, and within 7 days
3 after the Effective Date, the Settlement Administrator shall send Defendant's counsel electronic
4 wiring instructions to fund the Gross Settlement Amount.

5 b. Within 21 days after the Effective Date, Defendant shall wire to the
6 Settlement Administrator the Gross Settlement Amount (the "**Funding Date**").

7 c. Within 45 days after the Effective Date, the Settlement Administrator shall
8 issue all payments required by this Agreement (the "**Payment Date**").

9 32. **PAGA List.** Within 10 days after the Effective Date, Defendant will provide a
10 PAGA List to the Settlement Administrator which will identify all Aggrieved Employees by name,
11 social security number, and last known home address ("**PAGA List**"). The PAGA List will also
12 contain the number of pay periods credited to each Aggrieved Employee during the PAGA Period.

13 33. **List Of Individual Settlement Amounts.** Within 10 days after the Settlement
14 Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel
15 and Defendant's counsel a Proceeds List reflecting the Individual PAGA Payment for each
16 Aggrieved Employee ("**Proceeds List**"). The Proceeds List provided to PAGA Counsel will not
17 include the Aggrieved Employees' names, social security numbers or contact information but will
18 include pay period information.

19 34. **PAGA Payments to Aggrieved Employees.**

20 a. On the Payment Date, the Settlement Administrator will mail to each
21 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
22 Notice attached as Exhibit 2 to this Agreement and (b) their Individual PAGA Payment (collectively,
23 the "**PAGA Packet**").

24 b. Prior to mailing the PAGA Packet, the Settlement Administrator will update
25 all addresses using the National Change of Address System (NCOA). In the event that a PAGA
26 Packet is returned to the Settlement Administrator with a forwarding address, the Settlement
27 Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding
28 address is provided, then the Settlement Administrator will promptly conduct a "standard search,"

1 sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better
2 address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better
3 address is not found or the PAGA Packet is ultimately returned without a forwarding address, neither
4 the Settlement Administrator, Defendant, Defendant's counsel, or PAGA Counsel shall be required
5 to take further action.

6 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
7 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
8 check is not cashed within that period, the settlement payment check will be voided and a stop-
9 payment will be issued. Neither Defendant, Defendant's counsel, Plaintiffs, nor PAGA Counsel
10 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
11 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a
12 settlement payment check within the 180 day period.

13 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
14 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
15 distributed to the State Controller's Unclaimed Property Fund in the name(s) of the employee(s)
16 who did not claim the funds.

17 35. **Payments Of Attorneys' Fees And Costs, and the LWDA Payment.**

18 a. No later than the Payment Date, the Settlement Administrator will pay from
19 the Gross Settlement Amount to PAGA Counsel their Court-approved Attorneys' Fees and Costs.
20 Such payment is conditional upon PAGA Counsel providing the Settlement Administrator with
21 completed Form W-9s.

22 b. No later than the Payment Date, the Settlement Administrator will pay the
23 LWDA Payment from the PAGA Payment Fund by issuing a check in the approximate amount of
24 \$149,815.83 (75% of the PAGA Payment Fund) payable to "California Labor Workforce and
25 Development Agency."

26 36. **Adjustment of Settlement Amount.** If the total aggregate number of Pay Periods
27 during the PAGA Period is more than 10% higher than 16,000, i.e., there are more than 17,600 Pay
28 Periods for the PAGA Period ("**Pay Periods Threshold**"), the Gross Settlement Amount will

1 increase on a pro rata basis to the extent the Pay Periods Threshold is exceeded. For example, if the
2 Pay Periods for the PAGA Period exceed the Pay Periods Threshold by 1%, then the Gross
3 Settlement Amount will be increased by 1%.

4 37. **Deadlines.** If any deadline specified in this Agreement falls on a Saturday, Sunday,
5 or Court holiday, the deadline will be automatically extended to the next regular business day.
6 Unless specified otherwise, all references to “days” shall mean calendar days.

7 38. **Enforcement and Continuing Jurisdiction of the Court.** Pursuant to the Parties’
8 agreement, this Settlement Agreement will be approved by the Court and will be enforceable by the
9 Court pursuant to California Code of Civil Procedure section 664.6. Even after the entry of the
10 Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Action
11 and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to
12 enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided
13 for in it, and to interpret it.

14 39. **Mutual Full Cooperation.** The Parties will fully cooperate with each other to
15 accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such
16 documents and taking such other action as may be reasonably necessary or convenient to implement
17 it.

18 40. **Non-Admission Of Liability.** The Parties enter into this Agreement to resolve the
19 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
20 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that
21 it has violated any federal, state, or local law; violated any regulations or guidelines promulgated
22 pursuant to any statute or any other applicable laws, regulations or legal requirements; violated or
23 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
24 conduct with respect to the Action. Neither this Agreement, nor any of its terms or provisions, nor
25 any of the negotiations connected with it, shall be construed as an admission or concession by
26 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
27 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
28 shall not be offered or received as evidence in any action or proceeding to establish any liability or

admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

41. **Effective Date Of Defendant's Obligations Under This Agreement.** Defendant's obligations under this Settlement Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never existed.

42. **Nullification.** If: (1) the Court should for any reason fail to enter the Final Order and Judgment without material modification; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.

43. **Invalidation.** Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.

44. **No Publicity.** Plaintiffs and their counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," or disclosure of the Settlement Agreement on any website of Plaintiffs' counsel), or the public at large, without the advance written consent of Defendant. The Parties intend that this Paragraph shall prohibit Plaintiffs and/or their counsel from

1 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
2 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or
3 those individuals necessary to effectuate the terms of the Agreement (which include Plaintiffs and
4 the Aggrieved Employees, the Court, and the LWDA, on which no publicity or communication
5 restrictions will be placed). Notwithstanding the foregoing, Plaintiffs, and their counsel: (1) may
6 tell the public in general only that certain claims “have been resolved by the Parties,” and (2) may
7 disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in the
8 Action; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax
9 professionals for the purpose of preparing tax returns.

10 45. **Entire Agreement.** This Settlement Agreement constitutes the entire integrated
11 agreement between the Parties relating to the Action, and no oral representations, warranties, or
12 inducements have been made to any party concerning this Settlement Agreement other than the
13 representations, warranties, and covenants contained and memorialized in this Settlement
14 Agreement.

15 46. **Authorization To Act.** PAGA Counsel warrant and represent that they are
16 authorized by Plaintiffs, and counsel of record for Defendant warrants that they are authorized by
17 Defendant, to take all appropriate action required or permitted to be taken by such Parties pursuant
18 to this Settlement Agreement to effectuate its terms, and to execute any other documents required
19 to effectuate the terms of this Settlement Agreement, except for any documents, including but not
20 limited to this Settlement Agreement, that are required to be executed by the Parties.

21 47. **Modification Only In Writing.** This Settlement Agreement may be amended or
22 modified only by a written instrument signed by all Parties or their successors in interest.

23 48. **Binding On Successors.** This Settlement Agreement is binding upon and will inure
24 to the benefit of the Parties to this Agreement, as well as their respective attorneys, past, present,
25 and future predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
26 representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent
27 corporations, subsidiaries, and related or affiliated entities.

28 49. **No Prior Assignments.** Plaintiffs are deemed by operation of the Final Order and

1 Judgment to represent, covenant, and warrant that they have not directly or indirectly assigned,
2 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
3 portion of any liability, claim, demand, cause of action, or rights released and discharged by this
4 Agreement.

5 50. **Governing Law.** All terms of this Settlement Agreement will be governed by and
6 interpreted according to the laws of the State of California, without giving effect to conflicts of laws
7 principles.

8 51. **Counterparts.** This Settlement Agreement may be executed in one or more
9 counterparts. All executed counterparts and each of them will be deemed to be one and the same
10 instrument. Counsel for the Parties will exchange among themselves signed counterparts.

11 52. **Headings For Convenience Only.** The descriptive headings of any paragraphs or
12 sections of this Settlement Agreement are inserted for convenience of reference only and do not
13 constitute a part of this Settlement Agreement.

14 53. **Construction Of This Agreement.** The Parties agree that the terms and conditions
15 of this Settlement Agreement are the result of arms-length negotiations between the Parties and that
16 this Settlement Agreement will not be construed in favor of or against any Party by reason of the
17 extent to which any Party, or his, her, or its counsel participated in the drafting of this Agreement.
18 This Settlement Agreement constitutes the entire agreement between the Parties. Except as
19 expressly provided in this Agreement, this Settlement Agreement has not been executed in reliance
20 upon any other oral or written representations or terms and no such extrinsic oral or written
21 representations or terms will modify, vary or contradict the terms of this Settlement Agreement. In
22 entering this Settlement Agreement, the Parties explicitly recognize California Civil Code section
23 1625 and California Code of Civil Procedure section 1856(a), which provide that a written
24 agreement is to be construed according to its terms and may not be varied or contradicted by
25 extrinsic evidence. Plaintiffs and Defendant had available to them the advice and assistance of
26 independent counsel. As such, neither Plaintiffs nor Defendant may claim that any ambiguity in
27 this Settlement Agreement should be construed against the other.

28 54. **Corporate Signatories.** Any person executing this Settlement Agreement or any

related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Settlement Agreement or any related document.

55. **Representation By Counsel.** All of the Parties to this Settlement Agreement acknowledge that they have been represented by counsel throughout all negotiations which preceded the execution of this Settlement Agreement and that this Agreement has been executed with the consent and advice of counsel.

56. **Attorneys' Fees And Costs.** Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

IT IS SO AGREED.

Dated: 01/06/2023, 2023



Sindy Aviles

Dated: _____, 2023

Brian Kelly

Dated: _____, 2023

Freeway Insurance Services America, LLC

By:
Its:

1 related document on behalf of a corporate signatory warrants and promises for the benefit of all
2 Parties that such person has been duly authorized by such corporation to execute this Settlement
3 Agreement or any related document.

4 55. **Representation By Counsel.** All of the Parties to this Settlement Agreement
5 acknowledge that they have been represented by counsel throughout all negotiations which preceded
6 the execution of this Settlement Agreement and that this Agreement has been executed with the
7 consent and advice of counsel.

8 56. **Attorneys' Fees And Costs.** Except as otherwise provided in this Agreement, the
9 Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred
10 by them or arising out of the Action and will not seek reimbursement thereof from any Party to this
11 Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will
12 be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing
13 this Agreement.

14
15 **IT IS SO AGREED.**

16 Dated: _____, 2023

17 _____
Sindy Aviles

18
19 Dated: Jan 3, 2023, 2023

20 *Bryan Kelly*
Bryan Kelly (Jan 3, 2023 11:11 PST)
Bryan Kelly

21 Dated: _____, 2023

22 Freeway Insurance Services America, LLC

23 _____
24 By:
25 Its:

1 related document on behalf of a corporate signatory warrants and promises for the benefit of all
2 Parties that such person has been duly authorized by such corporation to execute this Settlement
3 Agreement or any related document.

4 55. **Representation By Counsel.** All of the Parties to this Settlement Agreement
5 acknowledge that they have been represented by counsel throughout all negotiations which preceded
6 the execution of this Settlement Agreement and that this Agreement has been executed with the
7 consent and advice of counsel.

8 56. **Attorneys' Fees And Costs.** Except as otherwise provided in this Agreement, the
9 Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred
10 by them or arising out of the Action and will not seek reimbursement thereof from any Party to this
11 Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will
12 be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing
13 this Agreement.

14
15 **IT IS SO AGREED.**

16 Dated: _____, 2023

17 _____
Sindy Aviles

18
19 Dated: _____, 2023

20 _____
Brian Kelly

21 Dated: January 5, 2023

Freeway Insurance Services America, LLC

22
23 *Tim Clark*

24 _____
By: Tim Clark
Its: CHRO

1 Dated: January 6, 2023
2
3
4
5
6
7 Dated: _____, 2023
8
9
10
11
12
13 Dated: _____, 2023
14
15
16
17
18 Dated: January 19, 2023
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 44:

By: 
Jonathan M. Genish
BLACKSTONE LAW, APC
Attorneys for Plaintiff Sindy Aviles, individually
and on behalf of all Aggrieved Employees

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 44:

By: _____
Jean-Claude Lapuyade
JCL LAW FIRM, APC
Attorneys for Plaintiff Brian Kelly, individually and
on behalf of all Aggrieved Employees

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 44:

By: _____
Shani O. Zakay
ZAKAY LAW GROUP, APLC
Attorneys for Plaintiff Brian Kelly, individually and
on behalf of all Aggrieved Employees

APPROVED AS TO FORM:

By: 
Maria Z. Stearns, Esq.
RUTAN & TUCKER, LLP
Attorneys for Defendant Freeway Insurance Services
America, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2023

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 44:

By: _____
Jonathan M. Genish
BLACKSTONE LAW, APC
Attorneys for Plaintiff Sindy Aviles, individually
and on behalf of all Aggrieved Employees

Dated: January 3, 2023

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 44:


By: _____
Jean-Claude Lapuyade
JCL LAW FIRM, APC
Attorneys for Plaintiff Brian Kelly, individually and
on behalf of all Aggrieved Employees

Dated: January 3, 2023

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 44:


By: _____
Shani O. Zakay
ZAKAY LAW GROUP, APLC
Attorneys for Plaintiff Brian Kelly, individually and
on behalf of all Aggrieved Employees

Dated: _____, 2023

APPROVED AS TO FORM:

By: _____
Maria Z. Stearns, Esq.
RUTAN & TUCKER, LLP
Attorneys for Defendant Freeway Insurance Services
America, LLC