

1 Neal J. Fialkow (State Bar No. 74385)
James S. Cahill (State Bar No. 70353)
2 LAW OFFICES OF NEAL J. FIALKOW, INC.
215 North Marengo Avenue, Third Floor
3 Pasadena, California 91101
Telephone: (626) 584-6060
4 Facsimile: (626) 584-2950

5 Sahag Majarian II (State Bar No. 146621)
LAW OFFICE OF SAHAG MAJARIAN, II
6 18250 Ventura Boulevard
Tarzana, California 91356
7 Telephone: (818) 609-0807
Facsimile: (818) 609-0892
8 Attorney for Plaintiffs, RUBY SUA and CYNTHIA JIMENEZ,
and on behalf of all other similarly situated employees

9
10 James P. Carter (State Bar No. 204710)
Kelli M. Winkle (State Bar No. 267404)
JACKSON LEWIS P. C.
11 200 Spectrum Center Drive, Suite 500
Irvine, California 92618
12 Telephone: 949-885-1360
Facsimile: 949-885-1380

13 Attorneys for Defendants, Old Republic General Services, Inc., and Old Republic Contractors
Insurance Group, Inc., (erroneously sued herein as Old Republic Contractors Insurance Group,
14 Old Republic Insurance Group, Old Republic Contractors Insurance Agency, Inc. and Old
Republic Construction Agency, Inc.)

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**

17 RUBY SUA, CYNTHIA JIMENEZ, and on
18 behalf of all similarly aggrieved employees

19 Plaintiff,
20 vs.

21 OLD REPUBLIC GENERAL SERVICES,
INC., OLD REPUBLIC CONTRACTORS
22 INSURANCE GROUP, OLD REPUBLIC
CONTRACTORS INSURANCE AGENCY,
23 INC, OLD REPUBLIC INSURANCE
24 GROUP, OLD REPUBLIC CONSTRUCTION
AGENCY, INC. OLD REPUBLIC
25 CONTRACTORS INSURANCE GROUP,
INC., and DOES 1 through 30, inclusive

26
27 Defendants.
28

Case No. 19STCV45461

CLASS ACTION

Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6

**STIPULATION AND SETTLEMENT
OF CLASS AND REPRESENTATIVE
ACTION**

Hearing Date: October 30, 2020
Time: 11:00 a.m.
Dept.: 6
Complaint Filed: December 19, 2019
Trial Date: None set

1 Subject to final approval by the Court, which counsel and the Parties agree to diligently
2 pursue and recommend in good faith, Plaintiffs, Ruby Sua and Cynthia Jimenez (“Plaintiffs”),
3 individually and on behalf of all others similarly situated and alleged aggrieved employees, on the
4 one hand, and Defendants, Old Republic General Services, Inc., and Old Republic Contractors
5 Insurance Group, Inc., (erroneously sued herein as Old Republic Contractors Insurance Group,
6 Old Republic Insurance Group, Old Republic Contractors Insurance Agency, Inc. and Old
7 Republic Construction Agency, Inc.) (“Defendants”), on the other hand (collectively, the “Parties”
8 and individually, a “Party”), hereby agree to the following binding settlement of the class, and
9 representative action designated Ruby Sua, Cynthia Jimenez et al. v. Old Republic General
10 Services, Inc. et al, Case No. 19STCV45461 pending before the Superior Court of California for
11 the County of Los Angeles pursuant to the terms and conditions set forth below (the “Settlement,”
12 “Settlement Agreement” or “Agreement”). Upon the Effective Date, and the payment by
13 Defendants of all monies due under the Agreement, the Parties shall file a Proposed Final
14 Judgment with the Motion for Final Approval.

15 **1. Definitions.**

16 The following definitions are applicable to this Settlement Agreement. Definitions
17 contained elsewhere in this Settlement Agreement will also be effective:

18 **1.1 “Action.”**

19 The case entitled Ruby Sua, Cynthia Jimenez et al. v. Old Republic General Services, Inc.
20 et al, Case No. 19STCV45461 filed on December 19, 2019, pending before the Superior Court of
21 California for the County of Los Angeles which includes and incorporates into the Seventh Cause
22 of Action for Penalties under the California Private Attorneys General Act the related Complaint
23 for Violations Under the California Private Attorneys General Act entitled Ruby Sua, Cynthia
24 Jimenez et al v. Old Republic Contractors Insurance Agency, Inc. et al. Case No. 19STCV23217
25 also pending before the Superior Court of California for the County of Los Angeles and filed on
26 July 11, 2019.

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1 **1.2 “Attorneys’ Fees and Costs.”**

2 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class
3 Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class
4 Counsel in the Action, including, but not limited to, costs associated with documenting the
5 Settlement, providing any notices required as part of the Settlement or Court’s Order, securing the
6 Court’s approval of the Settlement, administering the Settlement, and any expert expenses. Class
7 Counsel will request attorneys’ fees not to exceed one-third (33.33%) of the Class Settlement. The
8 costs requested to be reimbursed will not exceed \$10,000.00. The attorneys’ fees and costs
9 awarded are subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s
10 request for attorneys’ fees and reimbursement of costs and expenses as set forth above. Such
11 Attorneys’ Fees and Costs shall be paid from the Class Settlement Amount. Class Counsel will be
12 issued an IRS Form 1099 for the Attorneys’ Fees and Costs detailed in this Section and shall be
13 solely and legally responsible for paying all applicable taxes on the payment made pursuant to this
14 Section.

15 **1.3. “Claims Administrator.”**

16 CPT Group shall be the third-party class action settlement claims administrator as agreed
17 to by the Parties and approved by the Court for the purposes of administering this Settlement. The
18 Parties each represent that they do not have any financial interest in the Claims Administrator or
19 otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

20 **1.4 “Claims Administration Costs.”**

21 The costs payable from the Class Settlement Amount to the Claims Administrator for
22 administering this Settlement, including, but not limited to, printing, distributing, and tracking
23 documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,
24 distributing the Class Settlement Amount, and providing necessary reports and declarations, and
25 other duties and responsibilities set forth herein to process this Settlement Agreement, and as
26 requested by the Parties. The Claims Administrator shall also establish a website so that Class
27 Members may access relevant pleadings and/or documents and be provided notice of the Final
28 Judgment. The Claims Administration Costs will be paid from the Class Settlement Amount,

1 including, if necessary, any such costs in excess of the amount represented by the Claims
2 Administrator as being the maximum costs necessary to administer the Settlement, which are
3 anticipated to be no greater than \$5,000. To the extent actual Claims Administration Costs are
4 greater than \$[TBD], such excess amount will be deducted from the Class Settlement Amount,
5 subject to the Court's approval. The Claims Administration Costs will be paid no sooner than
6 fifteen (15) calendar days following the Effective Date.

7 **1.5 "Class Counsel."**

8 Neal J. Fialkow of the Law Offices of Neal J. Fialkow, Inc. and Sahag Majarian II of the
9 Law Office of Sahag Majarian, II shall be appointed Class Counsel upon approval by the Court.

10 **1.6 "Class List."**

11 A complete list of all Class Members (as that term is defined below) that Defendants will
12 diligently and in good faith compile from their records and provide to the Claims Administrator
13 within fourteen (14) calendar days after the Preliminary Approval of this Settlement. The Class
14 List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
15 Class Member's full name, most recent mailing address, telephone number, Social Security
16 number, dates of employment (*i.e.*, hire date and termination date, if applicable), approximate
17 number of work weeks worked during the Class Period (as that term is defined below), and any
18 other relevant information needed to calculate settlement payments.

19 **1.7 "Class Member(s)" or "Settlement Class."**

20 All persons who are employed or who have been employed as non-exempt, hourly paid
21 employees by Defendants who worked at Defendants' place of business located at 225 S. Lake
22 Avenue, Suite 900, Pasadena, CA 91101 during the Class Period.

23 **1.8 "Class Period."**

24 The period of December 19, 2015 through the date of preliminary approval or
25 October 30, 2020, whichever comes first.

26 **1.9 "Class Representatives' Enhancement Payments."**

27 The amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting
28 the Action on behalf of Class Members and for their general release of claims. Subject to the Court

1 granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of a
2 Class Representatives' Enhancement Payments of \$5,000.00 for each Plaintiff. Each Plaintiff will
3 be issued an IRS Form 1099 in connection with her Class Representative Enhancement Payment.
4 Each Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on
5 this payment and shall hold Defendants harmless from any claim or liability for taxes, penalties or
6 interest arising as a result of the payment. The Class Representatives' Enhancement Payments
7 will be paid from the Class Settlement Amount and will be in addition to Plaintiffs' Individual
8 Settlement Payments (as that term is defined below) paid pursuant to the Settlement. Defendants
9 have agreed not to oppose Plaintiffs' request for Class Representatives' Enhancement Payments as
10 set forth above.

11 **1.10 "Class Settlement Amount."**

12 The sum of \$200,000.00 to be paid by Defendants in full satisfaction of all claims alleged
13 in and arising from the Action. The size of the class as stated by the Defendants is 57. In the event
14 the size exceeds 14% or 65 Class Members, the amount of the Settlement will be increased on a
15 pro rata basis. For example, if the actual size was 67, the calculation would be as follows:
16 $\$200,000/65 = \$3,076.92/\$200,000 + (2x \$3,076.92) = \$206,153.85$ The Class Settlement Amount
17 includes all Individual Settlement Payments to Class Members, the Class Representatives'
18 Enhancement Payments to Plaintiffs, Claims Administration Costs to the Claims Administrator,
19 the Labor and Workforce Development Agency Payment, and the Attorneys' Fees and Costs.
20 Defendants will be responsible for any employer payroll taxes required by law, separate and in
21 addition to the Class Settlement Amount.

22 **1.11 "Defendants"**

23 Defendants, Old Republic General Services, Inc., and Old Republic Contactors Insurance
24 Group, Inc., (erroneously sued herein as Old Republic Contractors Insurance Group, Old Republic
25 Insurance Group, Old Republic Contractors Insurance Agency, Inc. and Old Republic
26 Construction Agency, Inc.)

27 **1.12 "Effective Date."**

28 The date on which the Final Award becomes final. For purposes of this Section, the Final

1 Award “becomes final” only after the Court grants the Motion for Final Approval and upon the
2 latter of: (a) if no objections, the date of Final Approval; (b) if objections, the expiration date of
3 the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting
4 Final Approval; (c) if an appeal is filed, the date of affirmance of an appeal of the Order Granting
5 Final Approval becomes final under the California Rules of Court; or (d) the date of final
6 dismissal of any appeal from the Order Granting Final Approval or the final dismissal of any
7 proceeding on review of any court of appeal decision relating to the Order Granting Final
8 Approval.

9 **1.13 “Final Approval” or “Final Award.”**

10 The Court entering an Order Granting Final Approval of the Settlement Agreement.

11 **1.14 “Individual Settlement Payment.”**

12 Each Class Member’s share of the Net Settlement Amount, which shall be distributed to
13 the Class Members, less employee portions of state and federal withholding taxes, including the
14 employee FICA, FUTA and SDI contributions and any other applicable payroll deductions
15 required by law as a result of the payment of the amount allocated to such Class Member as set
16 forth herein.

17 **1.15 “Information Sheet.”**

18 The document substantially in the form attached as Exhibit B that will be mailed to Class
19 Members’ last known addresses and will provide calculation of Individual Payments to Class
20 Members. The Parties agree that an English-only sheet is sufficient.

21 **1.16 “LWDA Notice.”**

22 The Parties agree that Plaintiffs will submit Notice to the Labor & Workforce
23 Development Agency (“LWDA”) of this Settlement along with a copy of this Settlement
24 Agreement within ten (10) calendar days of its execution by all Parties and Class Counsel, and
25 will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final Award) providing
26 for an award of civil penalties and in conformity with Labor Code section 2699(1).

27 **1.17 “LWDA Payment.”**

28 The amount that the Parties have agreed to pay to the LWDA for the PAGA Aggrieved

1 Members (believed to be approximately 39 at the time of Mediation) is \$7,500.00 of the Class
2 Settlement Amount which will be allocated to the resolution of the PAGA claims. Per California
3 Labor Code § 2699(i), 75% of such penalties, or \$5,625 will be paid to the LWDA and the
4 remaining 25% or \$1,875 of the PAGA Settlement Amount will be included in the Net Settlement
5 Amount.

6 **1.18 “Net Settlement Amount.”**

7 The portion of the Class Settlement Amount remaining after deduction of the approved
8 Class Representatives’ Enhancement Payments, Claims Administration Costs, LWDA Payment,
9 and the Attorneys’ Fees and Costs.

10 **1.19 “Notice of Class Action Settlement.”**

11 The document substantially in the form attached as Exhibit A that will be mailed to Class
12 Members’ last known addresses and which will provide Class Members and Aggrieved PAGA
13 Members with information regarding the Action and information regarding the Settlement of the
14 Action. The Parties agree that an English-only notice is sufficient.

15 **1.20 “Notice of Objection.”**

16 A Class Member’s valid and timely written objection to the Settlement Agreement. For the
17 Notice of Objection to be valid, it must include the objector’s full name, signature, address,
18 telephone number and a written statement of all grounds for the objection accompanied by legal
19 support, if any, for such objection. The Notice of Objection must be returned by mail or fax to the
20 Claims Administrator at the specified address or facsimile number and postmarked or faxed on or
21 before the Response Deadline. The date of the postmark or fax receipt confirmation will be the
22 exclusive means to determine whether a Notice of Objection has been timely submitted.

23 Class Members who fail to make objections in the manner specified above shall be
24 deemed to have waived any objections and shall be foreclosed from making any objection
25 (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their
26 counsel will solicit or otherwise encourage Class Members to submit written objections to the
27 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent
28 any Class Members with respect to any such objections to this Settlement. The Claims

1 Administrator shall provide counsel for the Parties with complete copies of all objections received,
2 including the date of postmark or fax receipt confirmation for each objection, within five (5)
3 business days of receipt. Class Counsel will provide copies of any objections and supporting
4 documents to the Court at least sixteen (16) court days before the Final Approval Hearing.

5 **1.21 “Notice Packet.”**

6 This is the packet of documents, substantially in the form of Exhibits A and B, which
7 together will be mailed to all Class Members and which include the Notice of Class Action
8 Settlement and Information Sheet.

9 **1.22 “Plaintiffs”**

10 Plaintiffs Ruby Sua and Cynthia Jimenez

11 **1.23 “Preliminary Approval.”**

12 The Court’s order granting preliminary approval of the Settlement Agreement.

13 **1.24 “Qualified Settlement Account.”**

14 The fund established by the Claims Administrator pursuant to Internal Revenue Code
15 section 1.468B-1.

16 **1.25 “Released Claims.”**

17 Released Claims mean all claims arising from the facts and allegations pled in the
18 operative complaint of the Action for the Class Period, namely: failure to pay all wages timely for
19 all hours worked including minimum wages, off-the clock work and overtime pay; failure to
20 authorize and permit off-duty rest-periods and premium wages for non-compliance; failure to
21 provide accurate itemized wage statements; failure to pay all wages due upon separation; failure to
22 pay vacation pay; failure to maintain required records; unfair business practices; injunctive relief
23 and restitution; penalties of any nature; and attorneys’ fees and costs. Released Claims include all
24 claims arising under: the California Labor Code sections 200, 201, 202, 203, 204, 226,
25 226(a),226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and 1199;
26 applicable Wage Orders of the California Industrial Welfare Commission; California Business and
27 Professions Code section 17200, et seq.; and the California Private Attorneys General Act of 2004
28 (“PAGA”), California Labor Code sections 2698 et seq. and 2699 et seq. with the understanding

1 that the PAGA component of the Settlement cannot be excluded from the Released Claims. If this
2 is an issue for any Class Member, then beyond requesting exclusion, they will also be allowed to
3 object to the PAGA portion of this Settlement (See ¶ 8.10 Objection Procedures).

4 **1.26 “Released Parties.”**

5 Defendants and each of their past, present and future agents, employees, servants, officers,
6 directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents,
7 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions,
8 assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates,
9 alter egos, and affiliated organizations, and all of its respective past, present and future employees,
10 directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

11 **1.27 “Request for Exclusion.”**

12 A notice submitted by a Class Member requesting to be excluded from the Settlement. For
13 the Request for Exclusion to be valid, it must include the Class Member’s full name, signature,
14 address, telephone number and a written statement requesting to be excluded from this Settlement.
15 The Request for Exclusion must be returned by mail or fax to the Claims Administrator at the
16 specified address or facsimile number and postmarked or faxed on or before the Response
17 Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to
18 determine whether a Request for Exclusion has been timely submitted. A Class Member who
19 does not submit a timely and valid Request for Exclusion from the Settlement will be deemed a
20 Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
21 granted Final Approval by the Court.

22 **1.28 “Response Deadline.”**

23 The deadline by which Class Members must mail or fax to the Claims Administrator valid
24 Requests for Exclusion, Notices of Objection to the Settlement, or workweek disputes. The
25 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice
26 Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal holiday, in
27 which case the Response Deadline will be extended to the next day on which the U.S. Postal
28 Service is open. The Response Deadline for Requests for Exclusion, Notices of Objection, or

1 workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-
2 mailed a Notice Packet by the Claims Administrator, unless the 15th day falls on a Sunday or
3 Federal holiday, in which case the Response Deadline will be extended to the next day on which
4 the U.S. Postal Service is open. The Response Deadline may also be extended by express
5 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
6 Claims Administrator have the authority to unilaterally extend the deadline for Class Members to
7 submit a Request for Exclusion, Notice of Objection to the Settlement, or workweek disputes.

8 **1.29 "Satisfaction of Judgment."**

9 Upon the Effective Date and payment by Defendants of all monies due under the
10 Settlement Agreement and entry of the Order Granting Final Approval, the Parties shall file a
11 Satisfaction of Judgment with the Court of the Action.

12 **1.30 "Settlement Payment Check."**

13 The payment to Class and PAGA Members.

14 **3. FUNDING OF THE CLASS SETTLEMENT AMOUNT.**

15 No later than forty-five (45) calendar days from the Effective Date of the Settlement, Defendants
16 will deposit the Class Settlement Amount into a Qualified Settlement Account to be established by the
17 Claims Administrator. Within fourteen (14) calendar days of the full funding of the Settlement, the Claims
18 Administrator will issue payments to: (a) Class Members; (b) the Labor and Workforce Development
19 Agency (LWDA); (c) Plaintiffs; and (d) Class Counsel. The Claims Administrator will also issue a
20 payment to itself for Court-approved services performed in connection with the Settlement.

21 **4. ATTORNEYS' FEES AND COSTS.**

22 Defendants agree not to oppose or impede any application by Class Counsel for attorneys' fees of
23 not more than one-third (33.33%) of the Class Settlement Amount, which is estimated to be \$66,666.66
24 and the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of
25 the Action not to exceed \$10,000.00. No counsel shall be entitled to attorneys' fees or costs for work
26 performed in the Action other than as provided in this Settlement Agreement. The instant Settlement
27 Agreement is the exclusive means for recovery of attorneys' fees and costs incurred in the Action by any
28 attorney, law firm and/or other legal services provider.

1 **5. CLASS REPRESENTATIVES' ENHANCEMENT PAYMENTS.**

2 In exchange for a general release and in recognition of their effort and work in prosecuting the
3 Action on behalf of Class Members, Defendants agrees not to oppose or impede any application or motion
4 for Class Representatives' Enhancement Payments in the amount of \$5,000.00 for each Plaintiff. The
5 Class Representatives' Enhancement Payments will be paid from the Class Settlement Amount and will
6 be in addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. Plaintiff will
7 be solely and legally responsible to pay any and all applicable taxes on the payment made pursuant to this
8 Section and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or
9 interest arising as a result of the payment.

10 **6. CLAIMS ADMINISTRATION COSTS.**

11 **6.1** The Claims Administrator will be paid for the reasonable costs of administration of the
12 Settlement and distribution of payments from the Class Settlement Amount, which are currently estimated
13 to be \$5,000.00.

14 **6.2** The Parties hereby acknowledge that the Claims Administration Costs may increase above
15 the current estimate of \$5,000.00 and that any such additional Claims Administration Costs that are
16 approved by the Parties' counsel and the Court shall be taken out of the Class Settlement Amount.

17 **7. LABOR AND WORKFORCE DEVELOPMENT AGENCY PAYMENT.**

18 Subject to Court approval, the Parties agree that \$7,500.00 of the Class Settlement Amount will be
19 designated for satisfaction of the PAGA claims (the "PAGA Settlement Amount"). Per California Labor
20 Code § 2699(i), seventy-five percent (75%) of the PAGA Settlement Amount, or \$5,625.00, will be paid to
21 the LWDA and twenty-five percent (25%) or \$1,875.00 of the PAGA Settlement Amount will be paid to
22 Class Members.

23 **8. NET SETTLEMENT AMOUNT.**

24 The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Class
25 Members from the Settlement Class in accordance with the terms of this Settlement Agreement.

26 **9. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.**

27 **9.1** Individual Settlement Payments will be calculated and apportioned by dividing the Net
28 Settlement Amount by the total number of workweeks worked by all Class Members resulting in the

1 Workweek Value; and then multiplying the workweek Value by the number of workweeks worked by
2 each Class Member who participates in the Settlement by not requesting to be excluded from the
3 Settlement.

4 **9.2** The Individual Settlement Payment will be reduced by any required deductions for each
5 Class Member as set forth herein being the employee-side tax withholdings or deductions, payroll taxes on
6 the wage portion of each Class Member's Individual Settlement Payment will be paid by the employer in
7 addition to the Class Settlement Amount.

8 **9.3** The Individual Settlement Payments made to Class Members under this Settlement, and
9 any other payments made pursuant to this Settlement, will not be utilized to calculate any additional
10 benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to,
11 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
12 plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
13 affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
14 plans.

15 **9.4 Uncashed Settlement Checks.** Any Settlement Payment Checks issued by the Claims
16 Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days. After one-
17 hundred eighty (180) calendar days from the date of mailing, the Settlement Payment Checks shall become
18 null and void, and any monies remaining in the distribution account shall be distributed to the Controller of
19 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section
20 1500 et seq., for the benefit of those Settlement Class Members who did not cash their Settlement Payment
21 Checks until such time that they claim their property. The Parties agree that this disposition results in no
22 "unpaid residue" under California Civil Procedure Code section 384, as the entire Class Settlement
23 Amount will be paid out to Settlement Class Members, whether or not they all cash their checks. Therefore,
24 Defendants will not be required to pay any interest on said amount.

25 **10 CLAIMS ADMINISTRATION PROCESS.**

26 **10.1** The Parties agree to cooperate in the administration of the Settlement and to make all
27 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
28 Settlement. The Claims Administrator will provide the following services:

- 1 a. Establish and maintain a Qualified Settlement Account;
- 2 b. Calculate the Individual Settlement Payment each Class Member is eligible to
- 3 receive;
- 4 c. Print and mail the Notice Packet;
- 5 d. Establish and maintain a toll-free information telephone support line and dedicated
- 6 internet website or webpage to assist Class Members who have questions
- 7 regarding the Notice Packet and post documents and information on its website;
- 8 e. Conduct additional address searches for mailed Notice Packets that are returned as
- 9 undeliverable;
- 10 f. Process Requests for Exclusion, determine eligibility and calculate amounts for
- 11 Class Members' Individual Settlement Payments, field inquiries from Class
- 12 Members, and administer any Requests for Exclusion. This service will include
- 13 settlement proceed calculation, printing and issuance of Settlement Payment
- 14 Checks, and preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for
- 15 and payment of employee tax withholdings and forwarding all payroll taxes and
- 16 penalties to the appropriate government authorities will also be included as part of
- 17 this service;
- 18 g. Issuing to Plaintiffs, Class Members, and Class Counsel any W-2, 1099, or other
- 19 tax forms as may be required by law for all amounts paid pursuant to this
- 20 Settlement;
- 21 h. Provide declarations and/or other information to the Court as requested by the
- 22 Parties and/or the Court; and,
- 23 i. Provide weekly status reports to counsel for the Parties.
- 24
- 25

26 **10.2** Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the

27 Class List to the Claims Administrator, including the total amount of work weeks worked for each Class

28 Member.

1 **10.3** Within fourteen (14) calendar days after receiving the Class List from Defendants, the
2 Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail,
3 using the last known mailing addresses identified in the Class List.

4 **10.4** Prior to mailing, the Claims Administrator will perform a search based on the National
5 Change of Address Database for information to update and correct any known or identifiable address
6 changes. Any Notice Packets returned to the Claims Administrator as non-deliverable on or before the
7 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
8 affixed thereto and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet.
9 If no forwarding address is provided, the Claims Administrator will promptly attempt to determine the
10 correct address using a skip-trace, or other search using the name, address and/or Social Security number of
11 the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive
12 a re-mailed Notice Packet, whether by skip-trace or by request, will have an additional fifteen (15) calendar
13 days to postmark or fax a Request for Exclusion, pay period dispute or Notice of Objection to the
14 Settlement and will be advised of the same.

15 **10.5** All Class Members will be sent a Notice Packet containing the Notice of Class Action
16 settlement form (attached as Exhibit A) and Information Sheet form (attached as Exhibit B) by First Class
17 U.S. Mail.

18 **10.6 Disputed Information Sheet Procedures.** Class Members will have an opportunity to
19 dispute the workweek information provided in the Information Sheets sent to them. To the extent the Class
20 Members dispute the workweeks information used from Defendants' records to calculate their Individual
21 Settlement Payments, Class Members may produce evidence to the Claims Administrator showing such
22 information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be
23 presumed determinative. However, if a Class Member produces evidence to the contrary, the Claims
24 Administrator will evaluate the evidence submitted by the Class Member and will make the final decision
25 as to the Individual Settlement Payment to which the Class Member may be entitled. The workweek
26 dispute must be returned by mail or fax to the Claims Administrator at the specified address or facsimile
27 number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax
28 receipt confirmation will be the exclusive means to determine whether a pay period dispute has been timely

1 submitted. All such disputes are to be resolved not later than fourteen (14) calendar days after the
2 Response Deadline.

3 **10.7 Request for Exclusion Procedures.** Any Class Member wishing to opt-out from the
4 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Claims
5 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or
6 the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has
7 been timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who will
8 certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely
9 submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this
10 Settlement Agreement. (See also 1.25 Released Claims).

11 **10.8 Objections Procedures.** Class Members who do not submit a Request for Exclusion may
12 object to this Settlement with the understanding that as to the PAGA component of this Settlement a Class
13 Member may seek exclusion and also object only to the PAGA component of the Settlement, as explained
14 in the Notice of Class Action Settlement (attached as Exhibit A) by filing a written objection with the
15 Claims Administrator (who shall serve all objections as received on Class Counsel and Defendants'
16 counsel, as well as file all such objections with the Court) within the Response Deadline. Defendants'
17 counsel and Class Counsel shall file any responses to objections no later than the deadline to file the
18 Motion for Final Approval, unless an untimely objection is filed within ten (10) days of the Motion for
19 Final Approval, in which case Class Counsel and Defendants' counsel shall have ten (10) days to respond.
20 To be valid, any objection must: (a) contain the objecting Class Member's full name and current address, as
21 well as contact information for any attorney representing the objecting Class Member for purposes of the
22 objection; (b) include all objections and the factual and legal bases for same; (c) include any and all
23 supporting papers, briefs, written evidence, declarations, and/or other evidence; and (d) be postmarked no
24 later than the Response Deadline.

25 **10.9 Defective Submissions.** If a Class Member's dispute regarding the Individual Settlement
26 Payment, Notice of Objection and/or Request for Exclusion is defective as to the requirements listed herein,
27 that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail
28 the Class Member a cure letter within three (3) business days of receiving the defective submission to

1 advise the Class Member that his or her submission is defective and that the defect must be cured to render
2 the Objection or Request for Exclusion valid. A copy of each cure letter will be provided to class counsel
3 and defense counsel concurrently with the mailing to the Class Member. The Class Member will have until
4 the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
5 whichever date is later, to postmark or fax a revised Objection or Request for Exclusion.

6 **11. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

7 In the event: (a) the Court does not enter the Preliminary Approval Order and approve the Released
8 Claims specified herein; (b) the Court does not finally approve the Settlement as provided herein; or (c) the
9 Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement
10 Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of this
11 Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals
12 contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or
13 their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement
14 shall be returned to their respective statuses as of the date and time immediately prior to the execution of
15 this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
16 not been executed, except that any fees and costs already incurred by the Claims Administrator shall be
17 paid equally by both Parties.

18 **12. BINDING SETTLEMENT TERMS ON SETTLEMENT CLASS MEMBERS.**

19 Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting
20 a timely and valid Request for Exclusion will be bound by all its terms, including those pertaining to the
21 Released Claims; however, a Class Member cannot exclude himself or herself from the PAGA component
22 of this Settlement

23 **13 REPORTS BY CLAIMS ADMINISTRATOR**

24 **13.1** The Claims Administrator will provide Defendants' counsel and Class Counsel a weekly
25 report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion;
26 (b) any objections submitted to the Settlement along with a copy of any such objection; and (c) whether any
27 Class Member has submitted a challenge to any information contained in his/her Information Sheet.
28 Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports

1 regarding the administration of the Settlement Agreement as needed or requested.

2 **13.2** Upon completion of administration of the Settlement, the Claims Administrator will
3 provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

4 **14 TAX TREATMENT OF INDIVIDUAL SETTLEMENT PAYMENTS.**

5 **14.1** All Individual Settlement Payments will be allocated as follows: 20% of each
6 Individual Settlement Payment will be allocated as wages; 40% will be allocated as non-wages,
7 including penalties; and 40% as interest. The portion allocated to wages will be reported on an
8 IRS Form W-2 and the portions allocated to non-wages will be reported on an IRS Form-1099 by
9 the Claims Administrator. The Individual Settlement Payments will be reduced by any required
10 legal deductions for each Class Member. All standard employee payroll deductions will be made
11 for state and federal withholding taxes, including any other applicable payroll deductions owed by
12 the Class Members as a result of the Wage Component, resulting in a net wage component. The
13 Claims Administrator will issue a check and W-2 Form to each Class Member for the wage
14 component. No withholding shall be made on the penalty portions of the Gross Individual
15 Settlement Payment. The Claims Administrator will issue a second check and IRS Form-1099 for
16 the remaining penalty component. The Claims Administrator shall be responsible for issuing the
17 payments and calculating and withholding all required state and federal taxes.

18 **14.2** The Claims Administrator shall determine the eligibility for, and the amounts of,
19 any Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes
20 not resolved by the Claims Administrator concerning the administration of the Settlement will be
21 resolved by the Court, under the laws of the State of California. Prior to any such involvement of
22 the Court, counsel for the Parties will confer in good faith to resolve the dispute without the
23 necessity of involving the Court.

24 **14.3 Circular 230 Disclaimer:** Each Party to this Agreement acknowledges and agrees that (a)
25 no provision of this Agreement, and no written communication or disclosure between or among the Parties
26 or their attorneys and other advisors, is or was intended to be, nor shall any such communication or
27 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States
28 Treasury Department Circular 230 (31 CFR part 10, as amended); (b) Plaintiffs (i) have relied exclusively

1 upon Plaintiffs' own independent legal and tax advisors for advice (including tax advice) in connection
2 with this Agreement, (ii) have not entered into this Agreement based upon the recommendation of any
3 other Party or any attorney or advisor to any other Party, and (iii) are not entitled to rely upon any
4 communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that
5 may be imposed on Plaintiffs; and (c) no attorney or advisor to any other Party has imposed any limitation
6 that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether
7 such limitation is legally binding) upon disclosure by Plaintiff of the tax treatment or tax structure of any
8 transaction, including any transaction contemplated by this Agreement.

9 **15. RELEASES**

10 **15.1 Class Release.** It is the intent of Plaintiffs, Class Members (except those who exclude
11 themselves from the Settlement), and Defendants to fully, finally, and forever settle, compromise, and
12 discharge the aforementioned Released Claims. On the Effective Date, and except as to such rights or
13 claims as may be created by this Settlement Agreement, the Class Members fully and finally release and
14 discharge the Released Parties from any and all Released Claims for the entire Class Period. This release
15 shall be binding on all Class Members who have not timely submitted a valid and complete Request for
16 Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives,
17 guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who
18 shall have no further or other liability or obligation to any Class Member with respect to the Released
19 Claims, except as expressly provided in this Agreement.

20 **15.2 Plaintiffs' Further General Release.** In addition to the Released Claims made by Class
21 Members, Plaintiffs for themselves only, as of the Effective Date fully and finally release and discharge the
22 Released Parties from any and all claims, whether known or unknown, under federal, state and/or local law,
23 statute, ordinance, regulation, common law, or other source of law arising from or related to their
24 employment with Defendants and/or termination of their employment with Defendants except as otherwise
25 provided in this Agreement.

26 Plaintiffs expressly acknowledge that Plaintiffs are aware of the existence of California Civil Code
27 section 1542 and its meaning and effect. Plaintiffs expressly acknowledge that Plaintiffs have read and
28 understand the following provision of that section, which provides:

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
2 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
3 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
4 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
5 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

6 Plaintiffs expressly waive and release any right to benefits Plaintiffs may have under Civil Code
7 section 1542 as it affects him only. Plaintiffs further acknowledge that Plaintiffs may later discover facts
8 different from or in addition to those facts now known to Plaintiffs or believed by Plaintiff to be true with
9 respect to any or all of the matters covered by this General Release. The Parties agree that this General
10 Release nevertheless shall remain in full and complete force and effect.

11 Plaintiffs' Further General Release: (a) applies only to Plaintiffs individually and not to Class
12 Members; and (b) does not include Plaintiffs' claims, demands, injuries, damages, rights and causes of
13 action alleged in their Complaint for Sexual Discrimination and Harassment set forth in the civil
14 proceeding entitled *Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc.* Case No.
15 19STCV41044 pending before the Superior Court of California for Los Angeles County ("Sexual
16 Discrimination and Harassment Action").

17 **15.3** It is Plaintiffs' and Defendants' express understanding and intent that nothing in this
18 Agreement (and in particular these Class Release and Further General Release Sections) extinguishes or
19 any way adversely affect any claim, demand, injury, damage, right and cause of action that Plaintiffs have
20 or might have in connection their FEHA/Sexual Discrimination and Harassment Action and no money is
21 being paid or allocated under this Agreement for the same.

22 **15.4** The Parties and their counsel represent, covenant, and warrant that they have not directly or
23 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
24 entity any portion of any liability, claim, demand, action, cause of action or right herein released and
25 discharged.

26 **16. PRELIMINARY APPROVAL HEARING**

27 **16.1** Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the
28 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
 the Settlement Class for settlement purposes only; (b) Preliminary Approval of the proposed Settlement

1 Agreement; and (c) setting a date for a Final Approval/Settlement Fairness Hearing.

2 **17.2** The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
3 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs will submit
4 this Settlement Agreement and will include the proposed Notice Packet.

5 **17.3** Class Counsel will be responsible for drafting all documents necessary to obtain
6 Preliminary Approval, subject to review and comment by Defendants' counsel. Any failure by the Court to
7 fully and completely approve the Settlement Agreement which has the effect of preventing the full and
8 complete approval of the Settlement Agreement as written and agreed to by the Parties will result in this
9 Settlement Agreement, and all obligations under this Settlement Agreement, being nullified and voided.

10 **17. FINAL SETTLEMENT APPROVAL HEARING AND ENTRY OF JUDGMENT.**

11 **17.1** Upon expiration of the Response Deadline, and with the Court's permission, a Final
12 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement
13 Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the
14 LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representatives' Enhancement
15 Payments; and (e) all Claims Administration Costs.

16 **17.2** As the Court's schedule allows, the Final Approval/Settlement Fairness Hearing will be
17 held no later than forty-five (45) calendar days after the Response Deadline.

18 **17.3** Class Counsel will be responsible for drafting all documents necessary to obtain Final
19 Approval, subject to review and comment by Defendant's counsel. Class Counsel will also be responsible
20 for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval/Settlement Fairness
21 Hearing. Any failure by the Court to fully and completely approve the Settlement Agreement will result in
22 this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement,
23 being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance
24 of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals
25 contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their
26 counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
27 returned to their respective statuses as of the date and time immediately prior to the execution of this
28 Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not

1 been executed, except that any fees and costs already incurred by the Claims Administrator shall be paid
2 equally by both Parties.

3 **18. JUDGMENT AND CONTINUED JURISDICTION.**

4 The notice of Final Judgment shall be given to the Class Members via a posting on the Claims
5 Administrator website. The Court shall retain jurisdiction with respect to the interpretation, implementation,
6 and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
7 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for
8 purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement
9 Agreement and all orders and judgments entered in connection therewith.

10 **19. GENERAL PROVISIONS.**

11 **19.1 Exhibits Incorporated by Reference.** The terms of this Settlement include the terms set
12 forth in all attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any
13 Exhibits to this Settlement are an integral part of the Settlement.

14 **19.2 Entire Agreement.** This Settlement Agreement and all attached Exhibits
15 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
16 or oral agreements may be deemed binding on the Parties. Each Party to this Agreement
17 acknowledges that no representations, inducements, promises, or other agreements have been
18 made by or on behalf of any party except those covenants, agreements and promises embodied in
19 this Agreement.

20 **19.3 Amendment or Modification.** The provisions of this Agreement may not be
21 altered, amended or repealed, in whole or in part, except by the written consent of all the Parties,
22 or all of the Parties' attorneys of record and approved by the Court.

23 **19.4 Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
25 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
26 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
27 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
28 use their best efforts to effect the implementation of the Settlement.

1 **19.5 Binding on Successors and Assigns.** This Settlement Agreement will be binding upon,
2 and inure to the benefit of, the successors or assigns of the Parties.

3 **19.6 Applicable Law.** This Agreement shall be deemed to have been executed and
4 delivered within the State of California, and the rights and obligations of the parties hereto shall be
5 construed in accordance with, and governed by, the laws of the State of California, and
6 enforceable under Code of Civil Procedure section 664.6.

7 **19.7 Execution and Counterparts.** This Settlement Agreement is subject only to the
8 execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts.
9 All executed counterparts and each of them, including facsimile and scanned copies of the signature page,
10 will be deemed to be one and the same instrument.

11 **19.8 Acknowledgement of Fair, Adequate and Reasonable Settlement.** The Parties believe
12 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
13 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
14 account all relevant factors, present and potential. The Parties further acknowledge that they are each
15 represented by competent counsel and that they have had an opportunity to consult with their counsel
16 regarding the fairness and reasonableness of this Settlement.

17 **19.9 Severability.** If any term of this Agreement is declared invalid for any reason, such
18 determination shall not affect the validity of the remainder of the Agreement. The remaining parts
19 of this Agreement shall remain in effect as if the Agreement had been executed without the invalid
20 term

21 **19.10 Class Action Certification for Settlement Purposes.** The Parties agree to stipulate to
22 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved,
23 the stipulation to certification will be void. The Parties further agree that certification for purposes of the
24 Settlement is not an admission that class action certification is proper under the standards applied to
25 contested certification motions and that this Settlement Agreement will not be admissible in this or any
26 other proceeding as evidence that either: (a) a class action should be certified, or (b) Defendants are liable to
27 Plaintiffs or any Class Member, other than according to the Settlement's terms.

28 **19.11 Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve

1 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
2 In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, they have
3 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
4 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or
5 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
6 conduct with respect to their employees. Neither this Settlement Agreement, nor any of its sections, terms
7 or provisions, nor any of the negotiations connected with it, shall be construed as an admission or
8 concession by Defendants of any such violations or failures to comply with any applicable law.

9 **19.12 Captions.** The captions and section numbers in this Settlement Agreement are inserted for
10 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
11 provisions of this Settlement Agreement.

12 **19.13 Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement
13 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
14 a further waiver by such party of the same or any other condition, covenant, right or remedy.

15 **19.14 Enforcement Action.** If one or more of the Parties institutes any legal action or other
16 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
17 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
18 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
19 connection with any enforcement actions.

20 **19.15 Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and
21 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
22 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
23 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between
24 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

25 **19.16 Representation by Counsel.** The Parties acknowledge that they have been represented by
26 counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this
27 Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.
28 Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement

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Agreement.


19.17 All Terms Subject to Final Court Approval. All amounts and procedures described this Settlement Agreement herein will be subject to final Court approval.

19.18 Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19.19 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.


IN WITNESS WHEREOF, the undersigned Parties, and each of them, have executed this Agreement.

DATED: September 28, 2020



Ruby Sua

DATED: September 28, 2020



Cynthia Jimenez

OLD REPUBLIC GENERAL SERVICES, INC. ;
OLD REPUBLIC CONTRACTORS INSURANCE
GROUP, INC.

DATED: September __, 2020

By: _____
As its authorized agent

Print Name: _____

APPROVED AS TO FORM:

1 this Settlement Agreement herein will be subject to final Court approval.

2 **19.18 Cooperation and Execution of Necessary Documents.** All Parties will cooperate in
3 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
4 Settlement Agreement.

5 **19.19 Binding Agreement.** The Parties warrant that they understand and have full authority to
6 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all
7 Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
8 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state
9 law.

10 **IN WITNESS WHEREOF**, the undersigned Parties, and each of them, have
11 executed this Agreement.

12 DATED: September __, 2020

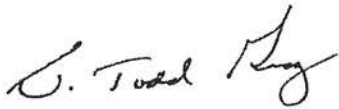
13 Ruby Sua

14
15 DATED: September __, 2020

16 Cynthia Jimenez

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19 OLD REPUBLIC GENERAL SERVICES, INC. and
20 OLD REPUBLIC CONTRACTORS INSURANCE
GROUP, INC.

21
22 DATED: September 30, 2020

By: 

23 As its authorized agent


24 Print Name: W. Todd Gray

25 APPROVED AS TO FORM:
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JACKSON LEWIS P. C.

DATED: September 30, 2020

By:  _____

James P. Carter
Attorneys for Defendants
OLD REPUBLIC GENERAL SERVICES, INC. and
OLD REPUBLIC CONTRACTORS INSURANCE
GROUP, INC.

LAW OFFICE OF NEAL J. FIALKOW, INC.

DATED: September __, 2020

By: _____

Neal J. Fialkow
Attorneys for Plaintiffs
Ruby Sua and Cynthia Jimenez

LAW OFFICE OF SAHAG MAJARIAN, II

DATED: September __, 2020

By: _____

Sahag Majarian, II
Attorneys for Plaintiffs
Ruby Sua and Cynthia Jimenez

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JACKSON LEWIS P. C.

DATED: September __, 2020

By: _____

James P. Carter
Attorneys for Defendants
OLD REPUBLIC GENERAL SERVICES,
OLD REPUBLIC CONTRACTORS INSURANCE
GROUP, INC.

LAW OFFICE OF NEAL J. FIALKOW, INC.

DATED: September 30, 2020

By: 

Neal J. Fialkow
Attorneys for Plaintiffs
Ruby Sua and Cynthia Jimenez

LAW OFFICE OF SAHAG MAJARIAN, II

DATED: September 30, 2020

By: _____

DocuSigned by:
Sahag Majarian
3142D9828E6E4A2

Sahag Majarian, II
Attorneys for Plaintiffs
Ruby Sua and Cynthia Jimenez



EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc. et al
Superior Court of California for Los Angeles County Case No

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY OLD REPUBLIC GENERAL SERVICES, INC. AND/OR OLD REPUBLIC CONTRACTORS INSURANCE GROUP, INC. AS A NON-EXEMPT HOURLY PAID EMPLOYEE WHO WORKED AT THEIR PLACE OF BUSINESS LOCATED AT 225 S. LAKE AVENUE, SUIT 900, PASADENA, CALIFORNIA 91101 FROM DECEMBER 19, 2015 THROUGH THE DATE OF PRELIMINARY APPROVAL BY THE COURT OR OCTOBER 30, 2020, WHICHEVER COMES FIRST. THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in the class action lawsuit entitled *Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc.*, pending before the Superior Court of California for Los Angeles County Case No. 19STCV4561 (the "Action"). As part of the Settlement and included and incorporated in the Action as the Seventh Cause of Action is the related Complaint for Violations Under the California Private Attorneys General Act entitled *Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc.*, also pending before the Superior Court of California for Los Angeles County Case No. 19STCV23217 (the "PAGA Claim"). The purpose of this Notice of Class Action Settlement ("Notice") is to briefly describe the Action, and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action including the PAGA Claim

A Final Approval hearing concerning the Settlement will be held before the Honorable Elihu M. Berle on [FILL-IN] in Department 6, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012 to determine whether the Settlement is fair, adequate, and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE STIPULATION AND SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do nothing, you will be considered part of the Class and will receive settlement benefits and be bound by the Settlement as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants, Old Republic General Services, Inc., and Old Republic Contractors Insurance Group, Inc. ("Defendant, Old Republic"), as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you do not want to participate in this Settlement, you must exclude yourself, in writing, to the Claims Administrator CPT Group from the Settlement. As a result, you will not receive any benefits under the Settlement except your share of the PAGA payout, nor will you release any claims against Defendant, Old Republic.
OBJECT	To object to the Settlement, you must write to the Claims Administrator CPT Group about why you object to the Settlement. This option is available if you do not exclude yourself from the Settlement with the exception that as to the PAGA component of the Settlement you may seek exclusion from the Settlement and also object only to the PAGA portion of the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All persons who are employed or who have been employed as non-exempt, hourly paid employees by Defendant, Old Republic at Defendant, Old Republic’s place of business located at 225 S. Lake Avenue, Suite 900, Pasadena, California from December 19, 2015 through the date of preliminary approval or October 30, 2020, whichever comes first (“Class Period”).

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this Action about?

Plaintiffs, Ruby Sua and Cynthia Jimenez (“Plaintiffs”) allege the following claims on behalf of themselves and the Class against Defendant, Old Republic: (1) failure to pay timely all wages for hours worked including minimum wages, off-the clock work and overtime pay with corresponding failure to maintain required information pertaining to all hours worked and paid; (2) failure to authorize and permit off-duty rest breaks and premium pay for non-compliance; (3) failure to provide accurate wage statements; (4) failure to pay all wages due upon separation; unpaid wages at discharge; (4) failure to provided meal and rest periods and premium pay; (5) inaccurate wage statements; (5) failure to pay vacation pay; (6) violation of California Unfair Competition Law (Cal. Bus. & Profs. Code section 17200 et seq.); and (7) outside of the class claims a violation of California Private Attorneys General Act of 2004 (“PAGA”). Plaintiff seeks unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees and costs.

Defendant, Old Republic denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distraction, and costs associated with litigation. Defendant, Old Republic contends that its conduct is and has been lawful at all relevant times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification or for establishing a PAGA claim.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendant, Old Republic (the “Parties”), through their attorneys, and it is not an admission of liability on the part of Defendant, Old Republic. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class and PAGA Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant, Old Republic’s defenses.

Who are the attorneys representing the Settlement Class and Old Republic?

The attorneys representing the Class and PAGA Members in the Action are:

Class Counsel & Plaintiff’s Counsel

Neal J. Fialkow
LAW OFFICES OF NEAL J. FIALKOW
215 North Marengo Ave., Third Floor
Pasadena, California 21101
Tel: (626) 584-6060

Sahag Majarian II
LAW OFFICE OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, California 91356
Tel: (818) 609-0807

Attorneys for Defendant

James P. Carter, Esq.
Kelly Winkle, Esq.
JACKSON LEWIS P.C.
200 Spectrum Center Dr. Ste. 500
Irvine, CA 92618-5005
Phone: (949) 998-5632

What are the Settlement terms?

Subject to final Court approval, Defendant, Old Republic, will pay the full amount of \$200,000 (the “Class Settlement Amount”) for: (1) Individual Settlement Payments to Participating Class Members; (2) the Court-approved Class Representatives’ Enhancement Awards to Plaintiffs; (3) the Court-approved attorneys’ fees and costs to Class Counsel; (4) the costs of administering the Settlement; and (5) payment to the California Labor and Workforce Development Agency (“LWDA”) for PAGA penalties.

Individual Settlement Payments. After deduction from the Class Settlement Amount for attorneys' fees and costs, the Class Representatives' Enhancement Award to Plaintiffs, the payment to the LWDA, and the costs of administering the Settlement actually awarded by the Court, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant, TMMC, through the Claims Administrator, will make Individual Settlement Payments to each Class Member who does not request to be excluded from the Settlement ("Participating Class Members") all covered employees, however, will receive a PAGA payment.

Individual Settlement Payments to each Class Members will be calculated and apportioned from the Net Settlement by (1) dividing the Net Settlement Amount by the total number workweeks worked by all Class Members resulting in the Workweek Value; and (2) multiplying the Workweek Value by the number of workweeks by each Participating Class Member. Each employee will then in addition receive an appropriate share of the employee component of the PAGA settlement number.

The Individual Settlement Payments will be reduced by any required legal deductions for each Participating Class Member. Your estimated Individual Payment appears in the Information Sheet that is enclosed with this Class Notice.

If any Individual Settlement Payment checks remain uncashed after 180 days from issuance, the uncashed check shall be rendered void and the Claims Administrator will pay over the amount represented by the check to the Controller of the State of California with the identity of the Class Member to whom the funds belong. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, all Individual Settlement Payments to Participating Class Members will be allocated as follows: 20% as wages; 40% as non-wages, including penalties; and 40% as interest. The Claims Administrator shall issue to each Participating Class member a check for the wages component and a check for the remaining non-wage component. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Claims Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments. The Claims Administrator shall issue IRS Form W-2 for the wage portion and IRS Forms 1099 for the non-wage portion of Individual Settlement Payments.

None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel will ask the Court to award attorneys' fees of \$66,666.66 (33.33% of the Class Settlement Amount) and the reimbursement of reasonable costs incurred in the Action not to exceed \$10,000.00. In addition, Class Counsel will ask the Court to authorize Class Representatives' Enhancement Awards of \$5,000.00 for each Plaintiff from the Class Settlement Amount, given their efforts in prosecuting the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will be no greater than \$6,000.00 and will be deducted from the Class Settlement Amount; but if such costs are more, the excess amount will be deducted from the Class Settlement Amount subject to the Court's approval. As part of the Settlement, through the use of a mediator, the parties have agreed that \$7,500.00 will be allocated to PAGA civil penalties as settlement of the PAGA claim of which 75% or \$5,625.00 will be paid to the LWDA. This amount will be deducted from the Class Settlement Amount, and the remaining 25% or \$1,875.00 will be paid to Participating Class Members on a pro rata basis.

What claims are being released by the proposed Settlement?

Upon the Effective Date (which is the day that the Court's final approval order approving the proposed Settlement is no longer subject to appeal) and except as to such rights or claims created by the Settlement, each Participating Class Member (who does not timely submit a valid Request for Exclusion) shall fully and finally release Defendant, Old Republic and the Released Parties of the Released Claims for the Class Period with the understanding that the PAGA component of the Settlement cannot be excluded from the PAGA results by a Class Member. If this is an issue for any Class Member, he or she is allowed also to object to the PAGA portion of the Settlement. Released Claims mean all claims arising from the facts and allegations pled in the operative complaint of the Action for the Class Period, namely: failure to pay all wages timely for all hours worked including minimum wages, off-the clock work and overtime pay; failure to authorize and permit off-duty rest-periods and premium wages

for non-compliance; failure to provide accurate itemized wage statements; failure to pay all wages due upon separation; failure to pay vacation pay; failure to maintain required records; unfair business practices; injunctive relief; penalties of any nature; and attorneys' fees and costs. Released Claims include all claims arising under: the California Labor Code sections 200, 201, 202, 203, 204, 226, 226(a), 226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and 1199; applicable Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, et seq.; and the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2698 et seq. and 2699 et seq.

This Release is also binding on each Participating Class Member's respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns.

The Released Parties mean Defendant, Old Republic and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

What are my options in this matter?

You have two (2) options under this Settlement, which are further discussed below. You may: (A) remain in the Class and receive Individual Settlement Payments; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you do not exclude yourself from the Settlement, you will be subject to any Judgment or Orders that the Court enters in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive Individual Settlement Payments under the proposed Settlement, **you do not need to take any action.** By remaining in the Class, you consent to the release of the Released Claims as described above.

Any amount paid to Participating Class Members as their Individual Settlement Payments will not be utilized to calculate any additional benefits under any benefit plan to which Participating Class Members may be eligible (including but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacations plans, sick leave plans, PTO plans, and any other benefit plan).

If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it. To object, you must submit a timely written brief or statement of objection ("Notice of Objection") to the Claims Administrator at *Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc. Class Settlement*, P. O. Box [FILL-IN ADDRESS AND FAX NUMBER]. In order to be timely and valid, you must submit your Notice of Objection via First Class United States Mail in a stamped envelope postmarked or by facsimile to the Claims Administrator on or before [FILL-IN RESPONSE DEADLINE] with the following information: (1) your full name; (2) your current mailing address; (3) your telephone number; (4) your signature; and (5); all objections with the factual and legal bases for your objection; (6) any and all supporting papers, briefs, declarations and written evidence, declaration; and (7) contact information for any attorney representing you for your objection. You may also hire an attorney at your own expense to represent you in your objection. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Objecting to the PAGA Component of the Settlement

Class Members as a matter of law still remain bound by the PAGA portion of the proposed Settlement regardless of whether the Class Member asks to be excluded from the Settlement. **However, Class Members may seek exclusion from the Settlement (as described below) and also object only to the PAGA component of the Settlement.**

If you do not timely submit your Notice of Objection to the Settlement or only to the PAGA component of the Settlement in the manner described above (as evidenced by the postmark or by the facsimile receipt confirmation) you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the proposed Settlement, or only to the PAGA component of the Settlement. Class counsel supports this Settlement and will not represent you with respect to any objection to the proposed Settlement.

OPTION B. If You Do Not Want to Be Bound By the Settlement. If you do not want to be part of the proposed Settlement, you must submit a timely and valid written Request for Exclusion to the Claims Administrator at *Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc. Class Settlement*, P. O. Box [FILL-IN ADDRESS AND FAX NUMBER]. In order to be timely and valid, you must submit your Request for Exclusion via First Class United States Mail in a stamped envelope postmarked or by facsimile to the Claims Administrator on or before [FILL-IN RESPONSE DEADLINE] with the following information: (1) your full name; (2) your current mailing address; (3) your telephone number; (4) your signature; and (4) **a written statement declaring you do not want to be part of the Settlement**. If you submit a timely and valid written Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any class benefit as a result of the Action and Settlement, you will, however, receive your share of the PAGA component of the Settlement.

If you do not submit timely your Request for Exclusion in the manner described above (as evidenced by the postmark or by the facsimile receipt confirmation) you shall be deemed to be a Class Member and bound by all terms of the proposed Settlement if granted final approval by the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representatives' Enhancement Award to Plaintiffs, the settlement administration costs, and the payment to the LWDA for PAGA civil penalties on [DATE] at [TIME].m. in Department 6 of the Superior Court of California for Los Angeles County, the Honorable Elihu M. Berle judge presiding, Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, California 90012. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website [FILL-IN] within [FILL-IN] calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation and Settlement of Class and Representative Action ("Settlement Agreement") which is available at [FILL-IN WEBSITE]. The Settlement Agreement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Superior Court of California for Los Angeles County, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. You may contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

[You may also contact the Claims Administrator CPT Group at P.O. Box [FILL-IN ADDRESS AND FACSIMILE NUMBER AND TELEPHONE NUMBER].

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

INFORMATION SHEET

Ruby Sua, Cynthia Jimenez et al v. Old Republic General Services, Inc. et al
Superior Court of California for Los Angeles County Case No. 19STCV4561

Calculation of Settlement Payments: Each Participating Class Member's share of the \$200,000.00 Class Settlement Amount shall be based upon his or her Individual Settlement Payment, the total amount received by each Participating Class Member who is employed or who has been employed as non-exempt, hourly paid employee of Defendants, Old Republic General Services, Ind., and Old Republic Contractors Insurance Group, Inc. ("Defendant, Old Republic") at Defendant, Old Republic's place of business located at 225 S. Lake Avenue, Suite 900, Pasadena, California from December 19, 2015 through the date of preliminary approval or October 30, 2020, whichever comes first. ("Class Period").

Defendant, Old Republic shall provide the Claims Administrator with each Class Member's full name, most recent mailing address, telephone number, Social Security number, dates of employment (i.e., hire date and termination date, if applicable), approximate number of workweeks worked during the Class Period, and any other relevant information needed to calculate settlement payments. Defendant, Old Republic, through the Claims Administrator, will make Individual Settlement Payments to each Class Member who does not request to be excluded from the Settlement ("Participating Class Members").

The Claims Administrator shall calculate and apportion the Class Member's Individual Settlement Payment by (1) dividing the Net Settlement Amount by the total number workweeks worked by all Class Members resulting in the Workweek Value; and (2) multiplying the Workweek Value by the number of workweeks by each Participating Class Member. The Individual Settlement Payment will be reduced by any required legal deductions for each Participating Class Member. These calculations will yield the amount of the Participating Class Member's Individual Settlement Payment.

Your Individual Gross Wages and Estimated Individual Settlement Payment:

According to Defendant, Old Republic's records, you worked a total of [FILL-IN] workweeks during the Class Period. Based on the Workweek Value of [FILL-IN], your estimated Individual Settlement Payment is [FILL-IN] before all required legal deductions. Please note that your actual Individual Settlement Payment may be greater or smaller.

Procedure for Disputing Information:

If you disagree with the amount of workweeks you worked stated above, you must send a letter to the Claims Administrator CPT Group stating the reasons why you dispute the amount of workweeks you worked and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated amount of workweeks you claim you performed work for Defendant, Old Republic from December 19, 2015 through the date of preliminary approval or October 30, 2020, whichever comes first

Any disputes and supporting documentation must be sent to the Claims Administrator at the address listed below by First Class Untied States Mail in a stamped envelope postmarked or by facsimile no later than [FILL-IN RESPONSE DEADLINE].

Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc. Class Settlement
[FILL-IN CLAIMS ADMINISTRATOR NAME, P.O. BOX ADDRESS, TELEPHONE AND FACSIMILE]

If you dispute the amount of workweeks periods you performed work for Defendant, Old Republic stated above, Defendant, Old Republic's records will be presumed determinative unless you are able to provide documentation to the Claims Administrator that establishes otherwise. The Claims Administrator will evaluate the evidence you submit and will make the final decision as to your Individual Settlement Payment. Such a determination will be final.

**PLEASE DO NOT CONTACT THE COURT
FOR INFORMATION REGARDING THIS SETTLEMENT.**