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12 Attorney for Plaintiffs, RUBY SUA and CYNTHIA JIMENEZ, and on behalf of all other  
13 similarly situated employees

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21 Attorneys for Defendants, Old Republic General Services, Inc., and Old Republic Contractors  
22 Insurance Group, Inc. (erroneously sued herein as Old Republic Contractors Insurance Group,  
23 Old Republic Insurance Group, Old Republic Contractors Insurance Agency, Inc. and Old  
24 Republic Construction Agency, Inc.)

25 **SUPERIOR COURT OF CALIFORNIA**

26 **FOR THE COUNTY OF LOS ANGELES**

27 RUBY SUA, CYNTHIA JIMENEZ, and on  
28 behalf of all other similarly situated employees,

Plaintiffs,

vs.

OLD REPUBLIC GENERAL SERVICES,  
INC., OLD REPUBLIC CONTRACTORS  
INSURANCE GROUP, OLD REPUBLIC  
CONTRACTORS INSURANCE AGENCY,  
INC, OLD REPUBLIC INSURANCE GROUP,  
OLD REPUBLIC CONSTRUCTION  
AGENCY, INC. OLD REPUBLIC  
CONTRACTORS INSURANCE GROUP,  
INC., and DOES 1 through 30, inclusive

Defendants.

Case No: 19STCV45461

[Assigned to Hon. Elihu M. Berle for all  
purposes]

CLASS ACTION

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

Hearing Date: April 15, 2021  
Time: 1:30 p.m.  
Dept.: 6

Complaint Filed: Dec. 19, 2019  
Trial Date: None

1           **WHEREAS**, on March 19, 2021, the court indicated that it would preliminarily approve  
2 the Parties’ Settlement Agreement provided that certain changes were made to the Parties’  
3 Settlement Agreement. The Parties have agreed to make each requested change.

4           **THEREFORE**, the following terms and conditions of the Parties’ Stipulation and  
5 Settlement of Class and Representative Actions are amended to conform with the court’s  
6 requests:

7           Section 1.25 “Released Claims” of the Settlement Agreement is to be amended to reflect  
8 that the Release of the PAGA component of the Settlement Agreement is limited to the claims  
9 set forth solely in Plaintiff’s Notice to the California Labor Workforce Development Agency  
10 (LWDA), a copy of which is attached hereto as **Exhibit A**. The provision of the Agreement is  
11 amended to read as follows:

12   **1.25 “Released Claims”**

13           Released Claims mean all claims arising from the facts and allegations pled in the  
14 operative complaint of the Action for the Class Period, namely: failure to pay all wages timely  
15 for all hours worked including minimum wages, off-the clock work and overtime pay; failure to  
16 authorize and permit off-duty rest-periods and premium wages for non-compliance; failure to  
17 provide accurate itemized wage statements; failure to pay all wages due upon separation; failure  
18 to pay vacation pay; failure to maintain required records; unfair business practices; injunctive  
19 relief and restitution; penalties of any nature; and attorneys' fees and costs. Released Claims  
20 include all claims arising under: the California Labor Code sections 200, 201, 202, 203, 204,  
21 226, 226(a), 226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and  
22 1199; applicable Wage Orders of the California Industrial Welfare Commission; California  
23 Business and Professions Code section 17200, et seq.; and the California Private Attorneys  
24 General Act of 2004 ("PAGA"), which is limited solely to the claims set forth in Plaintiff’s  
25 Notice to the California Labor and Workforce Development Agency which is annexed hereto  
26 and incorporated herein by reference to this Agreement as Exhibit A.

27           Section 1.15 – “Information Sheet”

28           The Court indicated that the information on the “Information Sheet”, which is the

1 calculation of the individual payment to Class Members should be merged into the Class Notice  
2 and a separate Information Sheet not be used. The Information Sheet needs to contain individual  
3 information specific to that class member. This section is hereby deleted and incorporated into  
4 Section 1.19.

5 Section 1.19 - "Notice of Class Action Settlement"

6 This provision will be modified to reflect that the information contained in the  
7 "Information Sheet" will now be contained within the Notice of Class Action Settlement. The  
8 Court also indicated that any Class Member appearing at the Final Approval Hearing will be  
9 allowed to speak. This provision is herein amended as follows:

10 **1.19 – "Notice of Class Action Settlement"**

11 The document substantially in the form attached as **Exhibit 1-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. The calculation of the individual  
15 payment to class members is to be merged into the Class Notices specific to each Class Member. The  
16 Class Notice will indicate that any Class Member appearing at the Final Approval Hearing will be  
17 allowed to speak.

18 Section 1.28 – "Response Deadline"

19 The court indicated in setting its timetable, a passage of 60 days for the Class Member's  
20 responsive deadline. As such, the stated period of 45 days will be extended to 60 days. This  
21 provision is hereby amended as follows:

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 Response  
25 Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Claims  
26 Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response  
27 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response  
28 Deadline for Requests for Exclusion, Notices of Objection, or workweek disputes will be extended

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

8 **Section 9.1 – Individual Settlement Payment Calculations**

9 This section is being amended to reflect that individual settlement payments will be  
10 calculated and apportioned by dividing the Net Settlement by the total number of workweeks  
11 worked by all Class Members who have not excluded themselves from the Settlement. This  
12 provision is amended as follows:

13 **9. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.**

14 9.1 Individual Settlement Payments will be calculated and apportioned by dividing  
15 the Net Settlement Amount by the total number of work weeks worked by all Class Members  
16 who are participating in the Settlement which results in the workweek value; and then  
17 multiplying the workweek value by the number of workweeks worked by each Class Member  
18 who participates in the Settlement by not requesting to be excluded from the Settlement.

19 **Section 15.1 – “Class Release”**

20 The Court indicated that the Release is not to become effective until the Settlement is  
21 fully funded. This Section is now amended to read as follows:

22 **15.1 Class Release.**

23 It is the intent of Plaintiffs, Class Members (except those who exclude  
24 themselves from the Settlement), and Defendants to fully, finally, and forever settle,  
25 compromise, and discharge the aforementioned Released Claims. Upon the date that the  
26 Settlement is fully funded, and except as to such rights or claims as may be created by this  
27 Settlement Agreement, the Class Members fully and finally release and discharge the Released  
28 Parties from any and all Released Claims for the entire Class Period. This release shall be

1 binding on all Class Members who have not timely submitted a valid and complete Request for  
2 Exclusion, including each of their respective attorneys, agents, spouses, executors,  
3 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit  
4 of the Released Parties, who shall have no further or other liability or obligation to any Class  
5 Member with respect to the Released Claims, except as expressly provided in this Agreement.

6 Upon execution of this Amendment to Stipulation and Settlement of Class and  
7 Representative Actions, the only terms being amended or modified are the ones specified and  
8 fully set forth above, no other provision of this Agreement is being altered, amended, modified  
9 or repealed in whole or in part.

10 The Parties' Settlement Agreement, specifically 19.3 "Amendment or Modification"  
11 allows such changes to be made and executed upon the written consent of the Parties' attorneys  
12 of record and the approval of the court.

13 HERE WITNESS:

14 WHEREAS, the undersigned authorized individuals and each of them have executed this  
15 Amendment.

16 DATED: March 25, 2021

LAW OFFICE OF NEAL J. FIALKOW, INC.

17  
18  
19 By: 

Neal J. Fialkow,  
Attorney for Plaintiffs, RUBY SUA AND  
CYNTHIA JIMENEZ, and on behalf of all other  
employees similarly situated,

20  
21  
22 DATED: March 25, 2021

JACKSON LEWIS PC

23  
24 By: 

James P. Carter,  
Kelli M. Dreger  
Attorney for Defendants, OLD REPUBLIC  
GENERAL SERVICES, INC. and OLD  
REPUBLIC CONTRACTOR'S INSURANCE  
GROUP, INC.

EXHIBIT A

**NEAL J. FIALKOW**  
ATTORNEY AT LAW  
A PROFESSIONAL LAW CORPORATION  
215 NORTH MARENGO AVENUE, 3<sup>RD</sup> FLOOR  
PASADENA, CALIFORNIA 91101  
(626) 584-6060  
FAX (626) 584-2950

April 26, 2019

**VIA ONLINE SUBMISSION**

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, CA 95814

**VIA CERTIFIED MAIL**

**7019 0160 0000 2280 8477**  
Old Republic Contractors Insurance Group  
225 S. Lake Street  
Suite 900  
Pasadena, CA 91101

Re: PAGA Notice Pursuant to California Labor Code §2699  
California Wage and Hour Violations  
Old Republic Contractors Insurance Group  
My Clients: Ruby Sua, Cynthia Jimenez

Dear Interested Persons:

This office represents Ruby Sua and Cynthia Jimenez with respect to Private Attorney General Act (“PAGA”) claims which they intend to pursue for themselves, the State of California and all other similarly aggrieved employees against Old Republic Contractors Insurance Group (hereinafter Old Republic) based upon Old Republic’s illegal wage and hour practices in the State of California. This letter constitutes the notice required by Cal. Lab. Code §2699.3.

Old Republic is an insurance company doing business in California. Old Republic employs numerous non-exempt hourly paid employees at its facilities in California including Ruby Sua and Cynthia Jimenez (hereinafter Sua/Jimenez). Sua/Jimenez worked as non-exempt hourly paid employees of Old Republic from 2017 until they were terminated on or about December 27, 2018.

Sua/Jimenez wish to bring a representative PAGA action against Old Republic on behalf of themselves and the State of California as well as on behalf of a group of similarly aggrieved employees defined as: All persons who are employed or who have been employed as non-exempt hourly paid employees by Old Republic at any of Old Republics’ facilities in California and who worked one or more pay periods during the covered time period (hereinafter “aggrieved employees”).

Unfortunately, Old Republic has engaged in a number of practices which have violated various California wage and hours laws, including but not limited to, Cal. Lab. Code §§201, 202, 203, 204, 226, 226.7, 227.3, 510, 1174, 1174.5, 1175, 1197, 1197.1 and 1199 as well as the applicable IWC Wage Order.

### **FACTS AND THEORIES SUPPORTING HHI'S VIOLATIONS**

#### **A. Failure to Calculate and Pay All Wages Due, Pay All Wages Promptly, Accurately Record All Required Compensation Information, Pay the Minimum Wage on All Hours Worked, Pay All Overtime That is Owed Which are Violations of 204, 510, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1199 of the California Labor Code**

Old Republic required Sua/Jimenez and other aggrieved employees to clock-in and clock-out for each work day. Their work time was tracked by an electronic time management system. Sua/Jimenez and other aggrieved employees were required immediately to report for duty for their scheduled shift and clock into the electronic timekeeping system. To clock in each aggrieved employee would have to log into their assigned personal desktop that by protocol was shut down at the end of each workday. As such, each day they would have to wait for the computer to start-up and load. This process on average took approximately 7 minutes. Each day they were deprived of this start-up time that should have been on the clock. Moreover, the electronic timekeeping system in conjunction with payroll failed to pay all time that said employees had clocked in which includes, but is not limited to time clocked in before their scheduled shifts. It appears that all time was calculated to the quarter-hour by the use of rounding and significant time worked was lost due to the rounding process. There were also time rules, time shaving, which resulted in the actual time being clocked in not being paid. Additionally, to the extent this time was not paid it also triggers minimum wage violations. To the extent that an employee has already worked eight hours for the day, the employee is further entitled to overtime compensation for this missing time. And a failure to pay all wages owed timely and a failure to maintain accurate information pertaining to all hours worked and paid.

#### **B. Rest Breaks Violations**

Pursuant to Cal. Lab. Code §226.7 and the applicable IWC Wage Order, Old Republic failed to provide Sua/Jimenez and other aggrieved employees with rest breaks of not less than ten minutes per four hour work period, or major fraction thereof, and failed to maintain a compliant rest period policy. Old Republic did not allow rest breaks unless 8-hours were actually worked. Sua/Jimenez and other aggrieved employees were not compensated with premium pay for each missed rest break as required by Cal. Lab. Code §226.7.



**C. Unpaid Vacation Wages**

Old Republic maintained a vacation policy for its non-exempt, hourly paid employees, such as Sua/Jimenez, whereby vacation hours would accrue on a yearly basis up to a maximum number of hours. Old Republic has violated Cal. Lab. Code §227.3 by failing to pay Sua/Jimenez and other similarly aggrieved employees at the time of their separation from Old Republic employment all of the vested and accrued vacation wages they were owed.

**D. Failure to Furnish Accurate Wage Statements**

At all times Sua/Jimenez worked at their employer, Old Republic Contractors Insurance Group, the earning statements inaccurately indicated their employer was Old Republic General Services, Inc. This is a direct violation of §226, specifically, §226(a)8. Moreover, as a result of the claims alleged in the preceding sections Old Republic has engaged in a practice of failing to provide accurate itemized wage statements to Sua/Jimenez and other aggrieved employees in violation of Cal. Lab. Code §226, §226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages furnish each employee an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each hourly rate by the employee. As a result of the true amount of time not being reported or compensated, the pay stubs reflect the incorrect amount of hours worked including hours that should have been paid as overtime.

Old Republic has failed and continues to fail to furnish Sua/Jimenez and other aggrieved employees timely, itemized wage statements during any pay period that accurately reflect all hours actually worked, including understating overtime hours worked.

**E. Waiting Time Violations**

Old Republic has violated Lab. Code §§201, 202 and 203. Section 201 requires an employer who discharges an employee to pay compensation due and owing to the employee immediately upon discharge. Section 202 requires an employer to promptly pay compensation due and owing within 72 hours of that employee's termination of employment by resignation or otherwise. And Section 203 states that if an employer willfully fails to pay compensation promptly upon discharge or resignation, the employer is liable for waiting time penalties in the form of continued compensation up to 30 workdays.

At the time of termination from employment for Sua/Jimenez and other aggrieved employees, Old Republic failed and refused and continues to willfully fail and refuse to timely pay Sua/Jimenez and other aggrieved employees all monies owed to them in a final paycheck including unpaid wages and overtime for all work performed, meal and rest break premiums and vacation wages. Consequently, Old Republic is liable for waiting time penalties to each employee. Also, Old Republic was late in providing its final check to Sua/Jimenez and exceeded 72 hours.

**F. Record Keeping Violations**

Old Republic has failed to keep the required payroll and related records in violation of Cal. Lab. Code §§226, 1174, 1174.5, 1175 and the applicable IWC Wage Order.

**CONCLUSION**

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices and violations of California wage and hour laws can be rectified. In the absence of such action, we intend to file an appropriate action pursuant to Cal. Lab. Code §2698 et seq. Should you require additional information, do not hesitate to contact the undersigned.

Very truly yours,

LAW OFFICE OF NEAL J. FIALKOW, INC.

By: \_\_\_\_\_

  
NEAL J. FIALKOW

NJF/rb

EXHIBIT 1-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 August 16, 2021 at 10:00 a.m. 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 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	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.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> <b>(Deadline: July 14, 2021)</b>	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.
<b>OBJECT</b> <b>(Deadline: July 14, 2021)</b>	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 provide 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 TMMC Class?***

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

**Class Counsel & Plaintiff’s Counsel**

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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

**Attorney for Defendant**

James P. Carter, Esq.  
Kelli Dreger, Esq.  
JACKSON LEWIS P.C.  
200 Spectrum Center Dr., Ste. 500  
Irvine, CA 92618-5005  
Tel: (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 who have not excluded themselves from the Settlement 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.

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 Settlement being fully funded, 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., which is limited to the claims set forth in Plaintiff's Notice to the California Labor and Workforce Development Agency (LWDA).

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 July 14, 2021 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 July 14, 2021 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 August 16, 2021 at 10:00 a.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, however, if you appear, you will be allowed to voice your objections or concerns to the Court.

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 [FILL-IN ADDRESS AND FACSIMILE NUMBER AND TELEPHONE NUMBER].

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



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**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action; my business address is 215 N. Marengo Ave. 3<sup>rd</sup> Floor, Pasadena, CA 91101.

On March 25, 2021, I served on the parties of record in this action the foregoing document(s) described as:

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

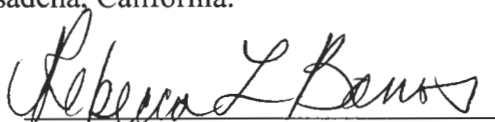
on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

James P. Carter  
Nicole M. Shaffer  
Lina Nasry  
Jackson Lewis P.C.  
200 Spectrum Center Drive, Suite 500  
Irvine, CA 92618

Law Offices of Sahag Majarian II  
Sahag Majarian II  
18250 Ventura Blvd.  
Tarzana, CA 91356

- BY MAIL** – I placed the sealed envelope(s) for collection and mailing by following the ordinary business practices. I am readily familiar with firm’s practice for collecting and processing of correspondence for mailing with the United States Postal Service, said practice being that, in the ordinary course of business, correspondence with postage fully prepaid is deposited with the United States Postal Service the same day as it is placed for collection.
- VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the document(s) to the CASEANYWHERE service.
- BY EMAIL** – I sent such document by use of email to the email address(es) above. (CCP § 1013(a)) Such document was scanned and emailed to such recipient and email confirmation is attached hereto indicating the recipients’ email address and time of receipt pursuant to CCP § 1013(a).
- STATE** – I declare under penalty of perjury under the laws of the “State of California that the above is true and correct.
- FEDERAL** – I declare under penalty of perjury under the laws of the United States of America that I am employed in the office of a member of the bar of this court at whose direction the service was made and that the above is true and correct.

Executed on March 25, 2021, at Pasadena, California.

  
Rebecca L. Banos