

**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 19STCV45461

*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 September 23, 2021 at 11:00 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 «**TotalWorkweeks**» workweeks during the Class Period. Based on the Workweek Value of \$**14.15**, your estimated Individual Settlement Payment is «**EstAmount**» before all required legal deductions. Please note that your actual Individual Settlement Payment may be greater or smaller.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<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> (Deadline: August 7, 2021)	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> (Deadline: August 7, 2021)	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 91101 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 TMMC Class?**

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

**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*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606, Toll Free Number 1 (888) 672-0802, Fax: 1 (949) 419-3446. 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 August 7, 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*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606, Toll Free Number 1 (888) 672-0802, Fax: 1 (949) 419-3446. 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 August 7, 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 September 23, 2021 at 11:00 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 [www.cptgroupcaseinfo.com/orgsettlement](https://www.cptgroupcaseinfo.com/orgsettlement) within 14 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 <https://www.cptgroupcaseinfo.com/orgsettlement>. 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 at *Ruby Sua, Cynthia Jimenez v. Old Republic General Services, Inc. Class Settlement*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606, Toll Free Number 1 (888) 672-0802, Fax: 1 (949) 419-3446.

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