

1 **DLA PIPER LLP (US)**  
JULIE A. DUNNE (SBN 160544)  
2 julie.dunne@us.dlapiper.com  
401 B Street, Suite 1700  
3 San Diego, California 92101  
Tel: 619.699.2700  
4 Fax: 619.699.2701

5 **DLA PIPER LLP (US)**  
BENJAMIN M. GIPSON (SBN 222830)  
6 ben.gipson@dlapiper.com  
2000 Avenue of the Stars, Suite 400 North Tower  
7 Los Angeles, California 90067  
Tel: 310.595.3000  
8 Fax: 310.595.3300

9 **DLA PIPER LLP (US)**  
TAYLOR WEMMER (SBN 292539)  
10 taylor.wemmer@us.dlapiper.com  
4365 Executive Drive, Suite 1100  
11 San Diego, California 92121  
Tel: 858.677.1400  
12 Fax: 858.677.1401

13 Attorneys for Defendants  
CRAWFORD & COMPANY; BROADSPIRE SERVICES  
14 INC.; and BROADSPIRE INSURANCE SERVICES, INC.

15 **[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]**

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF FRESNO**

18  
19 JEFFREY A. MAXWELL, on behalf of  
himself and a class of others similarly  
20 situated,

21 Plaintiff,

22 v.

23 CRAWFORD & COMPANY, a Georgia  
Corporation; BROADSPIRE SERVICES  
24 INC., a Delaware Corporation;  
BROADSPIRE INSURANCE SERVICES,  
25 INC., a New York Corporation, and DOES 1  
through 50 inclusive,

26 Defendants.  
27

CASE NO. 16CECG02457

**JOINT STIPULATION REGARDING  
CLASS ACTION SETTLEMENT AND  
RELEASE**

28

1 **LAW OFFICES OF MORRIS NAZARIAN**  
MORRIS NAZARIAN (SBN 230275)  
2 monazarian@yahoo.com  
1875 Century Park East, Suite 1790  
3 Los Angeles, California 90064  
Tel: 310.284.7333  
4 Fax: 310.284.7332

5 **ALTUS LAW FIRM**  
ANDREW J. JARAMILLO (SBN 198303)  
6 andrew.jaramillo@altuslawfirm.com  
5 Park Plaza, Suite 200  
7 Irvine, CA 92614  
Tel: 949.346.3391  
8 Fax: 949.271.4097

9 Attorneys for Plaintiff  
JEFFREY MAXWELL AND THE CLASS  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1           **IT IS HEREBY STIPULATED** by Plaintiff Jeffrey Maxwell, on behalf of himself and  
2 each of the Class Members (as defined below), the State of California, and PAGA Affected  
3 Employees (as defined below), on the one hand, and Defendants Crawford & Company, Broadspire  
4 Services, Inc, and Broadspire Insurance Services, Inc., on the other hand, and subject to the  
5 approval of the Court, that the Action (as defined below) is hereby compromised and settled  
6 pursuant to the terms and conditions set forth below:

7 **1. DEFINITIONS.**

8           Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have  
9 the meanings set forth below:

10           1.1 **“Action”** means the class and Private Attorneys General Act (“PAGA”) representative  
11 action entitled *Jeffrey A. Maxwell v Crawford & Company et al.*, Superior Court of California,  
12 County of Fresno, Case No. 16CECG02457.

13           1.2 **“Class Claims”** means any and all claims, rights, demands, liabilities and causes of  
14 action of every nature and description, whether known or unknown, for wages, benefits, and  
15 related penalties actually asserted or that could have been asserted in the Action by the Plaintiff on  
16 behalf of himself, the Class Members, the State of California, and/or PAGA Affected Employees,  
17 based on the facts alleged in the Action, the operative First Amended Complaint in the Action,  
18 and/or Plaintiff’s notice letter to the LWDA, including but not limited to claims for: (a) failure to  
19 pay wages in violation of California Labor Code sections 510 and 1194; (b) failure to provide  
20 meal periods or compensation in lieu thereof in violation of California Labor Code sections 226.7,  
21 512, and the applicable IWC Wage Order; (c) failure to provide rest breaks or compensation in  
22 lieu thereof in violation of California Labor Code section 226.7, 512, and the applicable IWC  
23 Wage Order; (d) failure to provide accurate, itemized wage statements in violation of California  
24 Labor Code section 226, 1174, 1174.5, and 1175; (e) failure to timely pay wages at termination in  
25 violation of California Labor Code sections 201-204; (f) unfair competition in violation of  
26 California Business & Professions Code section 17200 *et seq.*; (g) civil penalties pursuant to the  
27 PAGA for the California Labor Code violations that were or that could have been alleged in the  
28 Action based on the facts stated in the original or First Amended Complaint; (h) liquidated

1 damages pursuant to California Labor Code section 1194.2; (i) injunctive relief to halt any  
2 unlawful practices alleged in the Action to be unlawful; (j) restitution and an order requiring  
3 Defendant to restore and disgorge funds to each Class Member acquired by means of any act or  
4 practice alleged in the Action to be unlawful; (k) attorneys' fees and costs incurred to prosecute  
5 the Action on behalf of Class Members, the State of California and PAGA Affected Employees,  
6 including but not limited to fees incurred for the services of Class Counsel or any other counsel;  
7 and (l) any other derivative remedies, penalties, and interest available under the law based on the  
8 facts alleged in the Action,, including but not limited to California Labor Code sections 203, 226,  
9 226.7, 512, 1194, and 1194.2 and the applicable IWC Wage Order. "Claims" also includes all  
10 claims that Plaintiff, Class Members, the State of California and/or PAGA Affected Employees  
11 may have against the Released Parties relating to (a) the payment, taxation, and allocation of  
12 attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment,  
13 taxation, and allocation of Plaintiff' Service Awards pursuant to this Settlement Agreement; and  
14 (c) the payment, taxation and allocation of payments to Class Members and PAGA Affected  
15 Employees.

16           1.3 **"Class" or "Class Members"** means all individuals employed by Defendant in the  
17 State of California as hourly paid adjusters (or persons in substantially equivalent positions,  
18 however titled) during the Class Period. However, the Class shall not include: (a) individuals who  
19 were first hired by Defendant in or after January 2019 and signed an arbitration agreement as part  
20 of the onboarding process, or (b) the workweeks that were worked in and/or after January 2019 by  
21 Class Members who were rehired in and/or after January 2019 and signed an arbitration agreement  
22 as part of the onboarding process. Individuals who are part of the Class are also referred to as a  
23 "Class Members."

24           1.4 **"Class Counsel"** means Morris Nazarian of the Law Offices of Morris Nazarian and  
25 Andrew Jaramillo of Altus Law Firm.

26           1.5 **"Class Counsel Fees and Costs Award"** means the attorney fees and litigation costs  
27 the Court awards to Class Counsel for the work they have performed and will perform in the  
28 investigation, litigation, and resolution of the Action, and in the administration of the Settlement.

1 Class Counsel fees shall not exceed One Million Two Hundred Eighty-Three Thousand Three  
2 Hundred Three-Two Dollars and Zero Cents (\$1,283,333.00). Class Counsel costs shall not  
3 exceed Ten thousand Dollars and zero Cents (\$10,000.00). The total amount of the Class Counsel  
4 Fees and Costs Award shall not exceed One Million Two Hundred Ninety-Three Thousand Three  
5 Hundred Three-Two Dollars and Zero Cents (\$1,293,333.00).

6 1.6 “**Class Member Payment**” means the payment made to each Participating Class  
7 Member on a *pro rata* basis based on the number of workweeks he or she worked as an hourly  
8 paid adjuster for Defendant during the Class Period, which shall be payable from the Maximum  
9 Settlement Amount. Each Class Member Payment shall be calculated by dividing a Class  
10 Member’s individual workweeks worked as any hourly paid adjuster in California during the Class  
11 Period according to Defendant’s business records by the total workweeks worked by all Class  
12 Members as hourly paid adjusters in California during the Class Period according to Defendant’s  
13 business records and multiplying this result by the Net Settlement Amount (as defined below).

14 1.7 “**Class Period**” means the period from August 1, 2012 through February 15, 2021 or  
15 the date the Court grants preliminary approval of the settlement, whichever comes first.

16 1.8 “**Court**” means the Superior Court of California for the County of Fresno.

17 1.9 “**Defendant**” means, collectively, Crawford & Company, Broadspire Services, Inc,  
18 and Broadspire Insurance Services, Inc.

19 1.10 “**Defense Counsel**” means Julie Dunne, Benjamin Gipson, and Taylor Wemmer of  
20 DLA Piper LLP (U.S.).

21 1.11 “**Effective Date**” means the date by which this Settlement is finally approved as  
22 provided herein and the Court’s Final Approval Order becomes binding and no longer subject to  
23 appeal. For purposes of this Settlement Agreement, the Final Approval Order becomes binding  
24 and no longer subject to appeal upon the later of: (a) the day after the last day by which a notice of  
25 appeal to the California Court of Appeal of the Final Approval Order and/or of an order rejecting  
26 any motion to intervene may be timely filed, and none is filed; (b) if such an appeal is filed, and  
27 the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last  
28 date for filing a request for further review of the California Court of Appeal’s decision passes and

1 no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling,  
2 dismissal, denial, or otherwise by the California Court of Appeal and further review of the  
3 California Court of Appeal's decision is requested, the day after the request for review is denied  
4 with prejudice and/or no further review of the decision can be requested; or (d) if review is  
5 accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date  
6 cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is  
7 no possibility of an appeal or further appeal that could potentially prevent this Settlement  
8 Agreement from becoming final and binding.

9           1.12 "**Employee List**" means information regarding Class Members and PAGA Affected  
10 Employees that Defendant will compile in good faith from its records and provide to the  
11 Settlement Administrator. The Employee List shall be provided in a confidential Microsoft Excel  
12 spreadsheet and shall include, for each Class Member and PAGA Affected Employee: full name,  
13 last known address, last known telephone number, social security number, and the number of  
14 workweeks worked by the employee during the Class Period according to Defendant's business  
15 records.

16           1.13 "**Final Approval Date**" means the date that the Court issues the Final Approval  
17 Order.

18           1.14 "**Final Approval Hearing**" means the hearing held to determine whether the Court  
19 will enter a Final Approval Order finally approving this Settlement.

20           1.15 "**Final Approval**" or "**Final Approval Order**" means the Court's entry of a Final  
21 Approval Order finally approving and granting final judgment in accordance with this Settlement,  
22 which shall be substantially in the form attached hereto as **Exhibit C**.

23           1.16 "**LWDA**" means the California Labor and Workforce Development Agency.

24           1.17 "**Maximum Settlement Amount**" means Three Million Eight Hundred and Fifty  
25 Thousand Dollars and Zero Cents (\$3,850,000.00), which is the maximum amount that Defendant  
26 is obligated to pay under this Settlement Agreement in order to settle the Action, subject to the  
27 Court's approval of the Settlement. Notwithstanding, the employer's share of payroll taxes shall  
28 not be paid from the Settlement Amount and payment shall remain the responsibility of

1 Defendant.

2 1.18 **“Net Settlement Amount”** means what remains of the Maximum Settlement  
3 Amount after deductions are made for the Service Award, the Class Counsel Fees and Costs  
4 Award, the Settlement Administration Costs, and the PAGA LWDA Payment. Assuming the  
5 Service Award is \$15,000, the Class Counsel Fees and Costs Award is \$1,293,333.00, the  
6 Settlement Administration Costs are \$9,000, and the PAGA LWDA Payment is \$7,500, then the  
7 Net Settlement Amount shall be Two Million Five Hundred Twenty-Five Thousand One Hundred  
8 Sixty-Seven Dollars and Zero Cents (\$2,525,167.00).

9 1.19 **“Notice of Objection”** means a written request by a Class Member or PAGA  
10 Affected Employee to object to this Settlement, which must be completed, filed with the Court,  
11 and mailed to the Settlement Administrator in the manner set forth in this Settlement Agreement  
12 and the Notice of Settlement.

13 1.20 **“Notice of Settlement”** means the notice of settlement of this case that will be mailed  
14 to Class Members and PAGA Affected Employees to apprise them of this Settlement, which shall  
15 be substantially in the form attached hereto as **Exhibit A**.

16 1.21 **“PAGA”** means the Labor Code Private Attorneys General Act of 2004, California  
17 Labor Code section 2698 *et seq.*

18 1.22 **“PAGA Affected Employees”** means all Class Members first hired on or after  
19 August 1, 2015.

20 1.23 **“PAGA Distribution Amount”** means the portion of the Maximum Settlement  
21 Amount that is allocated to PAGA civil penalties. The PAGA Distribution Amount shall be Ten  
22 Thousand Dollars and Zero Cents (\$10,000.00).

23 1.24 **“PAGA Class Payment”** means the twenty-five percent (25%) portion of the PAGA  
24 Distribution Amount that shall be allocated to PAGA Affected Employees to resolve claims for  
25 civil penalties under the PAGA for any Labor Code violations alleged in the Action. The PAGA  
26 Class Payment shall be in the amount of Two Thousand Five Hundred Dollars and Zero Cents  
27 (\$2,500.00).

28 1.25 **“PAGA LWDA Payment”** means the seventy-five percent (75%) portion of the

1 PAGA Distribution Amount that shall be allocated to the LWDA. The PAGA LWDA Payment  
2 shall be in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

3 1.26 **“Participating Class Members”** means all Class Members who do not submit a  
4 timely Request for Exclusion (*i.e.*, opt-out) from the Settlement.

5 1.27 **“Parties”** means Plaintiff and Defendant and **“Party”** shall mean either Plaintiff or  
6 Defendant.

7 1.28 **“Plaintiff”** means Plaintiff Jeffrey Maxwell.

8 1.29 **“Preliminary Approval”** or **“Preliminary Approval Order”** means the Court’s  
9 order preliminarily approving this Settlement, which shall be substantially in the form attached  
10 hereto as **Exhibit B**.

11 1.30 **“Preliminary Approval Date”** means the date the Court enters the Preliminary  
12 Approval Order.

13 1.31 **“Released Parties”** means: Defendant and its subsidiary, affiliate, and parent  
14 companies, including their successors and predecessors in interest; any employee benefit plans  
15 sponsored or maintained by any of the foregoing; all of their respective officers, directors,  
16 shareholders, employees, agents, administrators, fiduciaries, attorneys, trustees, beneficiaries,  
17 principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers; and  
18 all of their respective past and future officers, directors, shareholders, employees, agents,  
19 administrators, fiduciaries, attorneys, trustees, beneficiaries, principals, heirs, representatives,  
20 accountants, auditors, consultants, insurers, and reinsurers.

21 1.32 **“Request for Exclusion”** means a written request by a Class Member to exclude  
22 himself/herself from the Settlement, which must be completed and mailed in the manner set forth  
23 in this Settlement Agreement and the Notice of Settlement.

24 1.33 **“Response Deadline”** means the date sixty (60) calendar days after the Settlement  
25 Administrator mails the Notice of Settlement to Class Members and the last date on which Class  
26 Members may postmark and/or file, as applicable, Requests for Exclusion or Notices of Objection  
27 to the Settlement.

28 1.34 **“Service Award”** means the amount that the Court awards to Plaintiff in recognition



1 of his efforts in litigating this case and obtaining the benefits of the Settlement and as  
2 consideration for providing a Complete and General Release to the Released Parties. Defendant  
3 will not oppose Plaintiff's application for a Service Award of up to Fifteen Thousand Dollars and  
4 Zero Cents (\$15,000.00). The Service Award shall be paid from the Maximum Settlement  
5 Amount.

6 1.35 "**Settlement**" or "**Settlement Agreement**" means this Joint Stipulation Regarding  
7 Class Action Settlement and Release.

8 1.36 "**Settlement Administration Costs**" means the costs incurred by the Settlement  
9 Administrator and awarded by the Court from the Total Settlement Amount, which may not  
10 exceed Nine Thousand Dollars and Zero Cents (\$9,000.00).

11 1.37 "**Settlement Administrator**" means Phoenix Class Administration Solutions.

12 1.38 "**Settlement Fund Account**" means the bank account established pursuant to the  
13 terms of this Settlement Agreement, from which all monies payable under the terms of this  
14 Settlement shall be paid, as set forth herein.

15 1.39 "**Void Date**" means the date by which any checks issued to Class Members and  
16 PAGA Affected Employees shall become void, *i.e.*, on the 121st day after mailing.

17 1.40 "**1542 Waiver**" means an express waiver, to the fullest extent permitted by law, of  
18 the provisions, rights, and benefits of California Civil Code section 1542, or any other similar  
19 provision under federal or state law, which Section provides: A general release does not extend to  
20 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at  
21 the time of executing the release and that, if known by him or her, would have materially affected  
22 his or her settlement with the debtor or released party.

## 23 **2. RECITALS.**

### 24 **2.1 Procedural History.**

25 2.1.1 On August 1, 2016, Plaintiff filed a class action complaint against Defendant  
26 in the Superior Court of California for the County of Fresno alleging claims for: (a) failure to pay  
27 wages in violation of California Labor Code sections 510 and 1194; (b) failure to timely provide  
28 accurate, itemized wage statements in violation of California Labor Code section 226, 1174,

1 1174.5, and 1175; (c) failure to timely pay wages at termination in violation of California Labor  
2 Code sections 201-204; (d) unfair competition in violation of California Business & Professions  
3 Code section 17200 *et seq.*; and (e) civil penalties pursuant to the PAGA.

4 2.1.2 On May 9, 2017, Plaintiff filed a First Amended Complaint to add causes of  
5 action for (a) failure to provide meal periods or compensation in lieu thereof in violation of  
6 California Labor Code sections 226.7, 512, and the applicable IWC Wage Order, and (b) failure to  
7 provide rest breaks or compensation in lieu thereof in violation of California Labor Code section  
8 226.7, 512, and the applicable IWC Wage Order.

9 2.2 **Discovery & Investigation.** The Parties have diligently engaged in both formal and  
10 informal discovery to investigate the Class Claims. The Parties engaged in extensive written  
11 discovery and Defendant produced over 1,000 pages of documents related to Plaintiff’ allegations.  
12 Further, for purposes of mediation and settlement, Defendant informally produced additional  
13 information regarding the number of current and former putative class members, average pay rate,  
14 and the number of workweeks of employment for putative class members.

15 2.3 **Mediation.** On February 5, 2020, the Parties attended a full day of mediation with  
16 Hon. Peter D. Lichtman (Ret.), a well-known and experienced wage and hour class action  
17 mediator. Although the Parties were unable to agree to all material terms of the Settlement at the  
18 mediation session, counsel for the Parties continued to negotiate following the mediation and  
19 ultimately agreed to the material terms of this Settlement. At all times, each Party was represented  
20 by their respective counsel during the arms-length, good-faith negotiations.

21 2.4 **Benefits Of Settlement To Class Members and PAGA Affected Employees.**

22 Plaintiff and Class Counsel recognize the expense and length of continued proceedings  
23 necessary to litigate their disputes through trial and any possible appeals. Plaintiff has also taken  
24 into account the uncertainty and risk of the outcome of further litigation, as well as the difficulties  
25 and delays inherent in such litigation. Plaintiff and Class Counsel are likewise aware of the  
26 burdens of proof necessary to establish liability for the Claims asserted in the Action, both  
27 generally and in response to Defendant’s defenses thereto, and the difficulties in establishing  
28 damages for Class Members and entitlement to civil penalties on behalf of PAGA Affected

1 Employees. Plaintiff and Class Counsel have also taken into account Defendant's agreement to  
2 enter into a settlement that confers substantial relief upon Class Members and PAGA Affected  
3 Employees. Based on the foregoing, Plaintiff and Class Counsel have determined that the  
4 Settlement set forth in this Settlement Agreement is a fair, reasonable, and adequate settlement and  
5 is in the best interests of Class Members and PAGA Affected Employees.

6 **2.5 Defendant's Reasons For Settlement.** Defendant has concluded that any further  
7 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of  
8 Defendant's time, energy, and resources have been and, unless this Settlement is made, will  
9 continue to be devoted to the defense of the Class Claims asserted by Plaintiff on behalf of Class  
10 Members, the State of California and PAGA Affected Employees. Defendant has also taken into  
11 account the risks of further litigation in reaching its decision to enter into this Settlement.  
12 Although Defendant strongly disputes Plaintiff's Claims and contends it is not liable for any of the  
13 Claims alleged by Plaintiff in the Action, Defendant has nonetheless agreed to settle in the manner  
14 and upon the terms set forth in this Settlement Agreement to put to rest the Class Claims set forth  
15 in the Action and avoid further protracted litigation. Defendant agrees that the Settlement set forth  
16 in this Settlement Agreement is fair, reasonable, and adequate.

17 **2.6 No Admission of Liability.** Defendant has contended and continues to contend that the  
18 Class Claims have no merit and do not give rise to liability. Defendant specifically denies all of  
19 the allegations in the original, amended, and/or operative complaints in the Action. Defendant  
20 further denies the allegations that Class Members and PAGA Affected Employees were harmed by  
21 the conduct alleged in the Action. This Settlement Agreement is a compromise of such disputed  
22 Class Claims. Nothing contained in this Settlement Agreement and no documents referred to  
23 herein and no action taken to carry out this Settlement Agreement may be construed or used as an  
24 admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or  
25 liability whatsoever.

### 26 **3. ADDITIONAL SETTLEMENT TERMS.**

27 **3.1 Conditional Nature Of Stipulation For Certification.** Solely for the purposes of this  
28 Settlement, the Parties stipulate and agree to the certification of the Class Claims asserted on

1 behalf of Class Members and PAGA Affected Employees. Should for whatever reason the  
2 Settlement not become effective, the fact that the Parties were willing to stipulate to certification  
3 of the Class Claims on behalf of the Class Members and PAGA Affected Employees as part of the  
4 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of  
5 whether the Class Claims should be certified on behalf of the Class Members or PAGA Affected  
6 Employees in a non-settlement context in the Action or in any other lawsuit. Defendant expressly  
7 reserves its right to oppose claim or class certification in the Action or any other action should this  
8 Settlement not become effective.

9       3.2 **Appointment Of Class Representatives.** Solely for the purposes of this Settlement,  
10 the Parties stipulate and agree that Plaintiff Jeffrey Maxwell shall be appointed as representative  
11 for the Class.

12       3.3 **Appointment Of Class Counsel.** Solely for the purposes of this Settlement, the Parties  
13 stipulate and agree that Morris Nazarian of the Law Offices of Morris Nazarian and Andrew  
14 Jaramillo of Altus Law Firm shall be appointed as Class Counsel for the Class.

15       3.4 **Appointment Of Settlement Administrator.** Solely for the purposes of this  
16 Settlement, the Parties stipulate and agree that [TBD] shall be retained to serve as the Settlement  
17 Administrator. The Settlement Administrator shall be responsible for: establishing a toll-free  
18 telephone number; establishing a website, which will have links to the Notice of Settlement, the  
19 Settlement Agreement, motions for approval and for attorneys' fees; establishing a Post Office  
20 Box for receipt of Class Member communications; preparing, printing, and mailing the Notice of  
21 Settlement to Class Members; receiving and reviewing Requests for Exclusion, if any, submitted  
22 by Class Members; calculating and paying any and all payroll tax or other required withholdings  
23 from Class Member Payments as required under this Settlement Agreement and applicable law;  
24 providing weekly status reports to Defense Counsel and Class Counsel, which shall include the  
25 status of mailings to Class Members (including the total of returned, undelivered, and re-mailed  
26 Notices of Settlement) and the total of any responses, Notices of Objection, and Requests for  
27 Exclusion received from Class Members (including the total of Notices of Objection and Requests  
28 for Exclusion that are deficient, late, or otherwise invalid); providing a due diligence declaration

1 for submission to the Court prior to the Final Approval Hearing; mailing the Service Award to  
2 Plaintiff, the Class Counsel Fees and Costs Award to Class Counsel, the PAGA LWDA Payment  
3 to the LWDA, and the Class Member Payments to Participating Class Members; printing and  
4 providing Class Members, Plaintiff, and Class Counsel with IRS Forms W-2 and/or 1099 as  
5 required under this Settlement Agreement and applicable law; providing a due diligence  
6 declaration for submission to the Court upon the completion of the administration of the  
7 Settlement; and for such other tasks as the Parties mutually agree. The Settlement Administrator  
8 shall keep the Parties timely apprised of the performance of all Settlement Administrator  
9 responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents  
10 required by administration of this Settlement Agreement shall be prepared by the Settlement  
11 Administrator. Any expenses incurred in connection with such preparation shall be a Settlement  
12 Administration Cost. The Parties agree to cooperate in the Settlement administration process and  
13 to make all reasonable efforts to control and minimize Settlement Administration Costs. The  
14 Parties each represent that they do not have any financial interest in the Settlement Administrator  
15 or otherwise have a relationship with the Settlement Administrator that could create a conflict of  
16 interest.

### 17 **3.5 Consideration.**

18 **3.5.1 Maximum Settlement Amount.** Provided that the Court approves the  
19 Settlement and the Effective Date occurs, Defendant will pay the Maximum Settlement Amount,  
20 which is the sum of Three Million Eight Hundred and Fifty Thousand Dollars and Zero Cents  
21 (\$3,850,000.00). The Maximum Settlement Amount represents the maximum monetary payment  
22 Defendant shall be required to make to or for the benefit of Plaintiff, Class Members, PAGA  
23 Affected Employees, and the State of California for the Settlement of the Action. The Maximum  
24 Settlement Amount shall be used to pay the Service Award to Plaintiff, the Class Counsel Fees  
25 and Costs Award, Settlement Administration Costs, the PAGA LWDA Payment to the LWDA,  
26 and all Class Member Payments to Participating Class Members.

27 **3.5.1.1 Plaintiff's Service Award.** In recognition of Plaintiff's time and  
28 effort in prosecuting the Action on behalf of the Class and as consideration for his Complete and

1 General Release to the Released Parties, Defendant agrees not to oppose Plaintiff's application for  
2 a Service Award in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000). The  
3 Service Award is subject to the Court's approval and will be paid only from the Maximum  
4 Settlement Amount. In the event that the Court awards less than the full amount requested for the  
5 Service Award, the un-awarded amount will be added to the Net Settlement Amount. Plaintiff  
6 shall not have the right to object to or revoke his agreement to the Settlement if the Court does not  
7 approve any or all of the requested Service Award. The Settlement Administrator (and not  
8 Defendant) shall issue an IRS Form 1099 to Plaintiff with respect to the Service Award.

9                   3.5.1.2 Class Counsel Fees and Costs Award. In full satisfaction of all  
10 claims Plaintiff may have for attorneys' fees and costs arising out of the Action, Defendant agrees  
11 not to oppose Plaintiff's application for a Class Counsel Fees and Costs Award not to exceed One  
12 Million Two Hundred Ninety-Three Thousand Three Hundred Three-Two Dollars and Zero Cents  
13 (\$1,293,333.00). The Class Counsel Fees and Costs Award is subject to the Court's approval and  
14 will be paid only from the Maximum Settlement Amount. Assuming the Class Counsel Fees and  
15 Costs Award is \$1,293,333.00, the Class Counsel Fees and Costs Award shall be allocated to  
16 Class Counsel as follows: Three Hundred Twenty-Four Eight Hundred Thirty-Three Dollars and  
17 Seventy-Five Cents (\$324,833.25) to the Law Offices of Morris Nazarian and Nine Hundred  
18 Sixty-Eight Four Hundred Ninety-Nine Dollars and Seventy-Five Cents (\$968,499.75) to Altus  
19 Law Firm. In the event that the Court awards less than the full amount requested for the Class  
20 Counsel Fees and Costs Award, the un-awarded amount will be added to the Net Settlement  
21 Amount. This Settlement is not contingent upon the Court awarding Class Counsel any particular  
22 amount in attorneys' fees and costs.

23                   3.5.1.3 Settlement Administration Costs. The Parties agree that Defendant  
24 shall pay the Settlement Administrator for third-party administration fees that are necessary to  
25 administer the Settlement up to maximum payment of Nine Thousand Dollars and Zero Cents  
26 (\$9,000.00). The Settlement Administration Costs to be paid to the Settlement Administrator are  
27 subject to the Court's approval and will be paid only from the Maximum Settlement Amount. In  
28 the event that the Court awards less than the full amount set aside for Settlement Administration

1 Costs, the un-awarded amount will be added to the Net Settlement Amount.

2                   3.5.1.4 PAGA Distribution Amount. The Parties agree that Defendant shall  
3 pay the PAGA Distribution Amount, which shall be paid from the Maximum Settlement Amount.  
4 In the event the Court awards less than the full PAGA Distribution Amount, the un-awarded  
5 amount will be added to the Net Settlement Amount. The PAGA Distribution Amount shall be  
6 allocated as follows:

7                   3.5.1.4.1 PAGA LWDA Payment. Seventy-five percent (75%) of the  
8 PAGA Distribution Amount – totaling Seven Thousand Five Hundred Dollars and Zero Cents  
9 (\$7,500.00) – shall be paid to the LWDA.

10                   3.5.1.4.2 PAGA Class Payments. Twenty-five percent (25%) of the  
11 PAGA Distribution Amount – totaling Two Thousand Five Hundred Dollars and Zero Cents  
12 (\$2,500.00) – shall be paid to Class Members to resolve all claims for civil penalties under the  
13 PAGA for any violation of the California Labor Code alleged in the Action.

14                   3.5.1.5 Class Member Payments. Defendant shall pay each Participating  
15 Class Member a Class Member Payment. Each Class Member Payment is made to resolve all  
16 claims for unpaid wages and statutory penalties that were or could have been asserted based on the  
17 facts alleged in the Action. The Class Member Payments shall be payable from the Maximum  
18 Settlement Amount. Each Class Member Payment shall be calculated by dividing a Class  
19 Member’s individual workweeks worked as an hourly paid adjuster in California during the Class  
20 Period according to Defendant’s business records by the total workweeks worked by all Class  
21 Members as hourly paid adjusters in California during the Class Period according to Defendant’s  
22 business records and multiplying this result by the Net Settlement Amount. The Class Member  
23 Payments will be allocated 20% as wages and 80% as penalties and interest. The wage portions of  
24 the Individual Settlement Payments shall be subject to applicable employment taxes and other  
25 applicable payroll withholdings. The penalty and interest portions of the Individual Settlement  
26 Payments will be subject to IRS 1099 reporting.

27                   3.5.2 Released Class Claims. Upon the Effective Date, Plaintiff – on behalf of  
28 himself, the State of California and PAGA Affected Employees – and Participating Class

1 Members fully and irrevocably release the Released Parties from the Class Claims, as defined in  
2 Section 1.2, in exchange for the consideration provide by this Settlement Agreement (“Released  
3 Class Claims”). The Released Class Claims include a 1542 Waiver but only insofar as these apply  
4 to the specific Class Claims that were asserted in this lawsuit, identified in Paragraph 2.1 herein.  
5 All Released Class Claims are released for the Class Period. Plaintiff and Participating Class  
6 Members may discover facts in addition to or different from those they now know or believe to be  
7 true with respect to the subject matter of the Released Class Claims, but upon the Effective Date,  
8 shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally,  
9 and forever settled and released any and all of the Released Class Claims. It is the intent of the  
10 Parties that the Final Approval Order entered by the Court shall have full *res judicata* effect and  
11 be final and binding upon Participating Class Members regarding the Released Class Claims.

12           3.5.3 Plaintiff’s Complete And General Release. In consideration for the promises  
13 and payments set forth in this Settlement Agreement, to which Plaintiff is otherwise not entitled,  
14 Plaintiff agrees to completely, irrevocably, unconditionally and generally release the Released  
15 Parties from any and all charges, complaints, claims, causes of action, debts, sums of money,  
16 controversies, agreements, promises, damages, and liabilities of any kind or nature whatsoever,  
17 both at law and equity, known or unknown, suspected or unsuspected, arising from conduct  
18 occurring on or before December 24, 2020, related to the Plaintiff’s employment with Defendant  
19 and/or the Action, including but not limited to any rights or claims arising under the California  
20 Constitution; the California Labor Code; the California Business & Professions Code; the  
21 California Code of Regulations; the California Fair Employment and Housing Act; the Fair Labor  
22 Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act;  
23 federal and state family leave statutes; and any and all other federal, state and local laws, statutes,  
24 executive orders, regulations and common law, including contract, employment, and tort law. This  
25 Complete and General Release includes a 1542 Waiver. Plaintiff may discover facts in addition to  
26 or different from those he now knows or believes to be true with respect to the subject matter of  
27 the Complete and General Release, but upon the Effective Date, shall be deemed to have, and by  
28 operation of the Final Approval Order shall have, fully, finally, and forever settled and released



1 any and all of the claims covered by the Complete and General Release as of December 24, 2020.  
2 Plaintiff agrees and understands that Crawford and Plaintiff have had a bona fide dispute  
3 regarding, inter alia, wages owed. Nothing in this provision or in this Settlement Agreement is  
4 intended to interfere with Plaintiff's ability to be a member of any future class and/or collective  
5 action so long as any such action does not assert the claims released in and through the settlement  
6 of this action.

7           3.5.4 Class Size/Workweeks Modification. The Parties' agreement assumes that  
8 the maximum number of workweeks at issue for the Settlement Class through October 23, 2020 is  
9 57,039 workweeks. The Maximum Settlement Amount will increase proportionally if any only if  
10 the total number of workweeks at the end of the Class Period exceeds 57,039 workweeks by more  
11 than 5%, i.e., if and only if the total number of workweeks at the end of the Class Period exceeds  
12 59,891.

13           3.6 Settlement Administration Procedures.

14           3.6.1 Settlement Approval And Implementation Procedures. As part of this  
15 Settlement, the Parties agree to the following procedures for obtaining the Court's Preliminary  
16 Approval of the Settlement, notifying Class Members of the Settlement, obtaining the Court's  
17 Final Approval of the Settlement, and processing payments under the Settlement.

18           3.6.2 Preliminary Approval And Certification. As soon as practicable after  
19 execution of this Settlement Agreement, and no later than the deadline to file papers in support of  
20 Motion for Preliminary Approval of Class Action Settlement currently scheduled for May 5, 2021,  
21 Plaintiff will submit this Settlement Agreement to the Court for Preliminary Approval. Plaintiff's  
22 submission will include this Settlement Agreement, including **Exhibits A-D**, and any motions,  
23 memoranda, and evidence as may be necessary for the Court to determine that this Settlement  
24 Agreement is fair, reasonable, and adequate. Defendant agrees not to oppose Plaintiff's motion for  
25 a Preliminary Approval Order unless the motion is inconsistent with the terms set forth in this  
26 Settlement Agreement.

27           3.6.3 LWDA Notice. Pursuant to California Labor Code section 2699(l), Plaintiff  
28 will provide a copy of this Settlement Agreement to the LWDA concurrently with Plaintiff's filing

1 of the motion for Preliminary Approval. Class Counsel will also file a declaration in support of  
2 Plaintiff's motion for Preliminary Approval confirming that Plaintiff has submitted the Settlement  
3 Agreement to the LWDA in compliance with California Labor Code section 2699(l). The Parties  
4 intend to and believe that the notice pursuant to the procedures described in this Paragraph  
5 complies with the requirements of the PAGA, and the Parties will request that the  
6 Court adjudicate the validity of the notice in the motion for Final Approval of the Settlement.

7           3.6.4 Employee List. No more than fifteen (15) calendar days after entry of the  
8 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the  
9 Employee List for purposes of mailing the Notice of Settlement to Class Members. Because  
10 employees' sensitive personal information is included in the Employee List, the Settlement  
11 Administrator shall maintain the Employee List and administer this Settlement in accordance with  
12 the Information Security Agreement attached here to as **Exhibit D**. Access to such Employee List  
13 shall be limited to employees of the Settlement Administrator with a need to use the Employee  
14 List for administration of the Settlement.

15           3.6.5 Notice by First Class U.S. Mail. Upon receipt of the Employee List, the  
16 Settlement Administrator will conduct a national change of address search and a skip trace for the  
17 most current address of all former employee Class Members and will update such former  
18 employees' addresses as necessary. Twenty-one (21) calendar days after receipt of the Employee  
19 List, the Settlement Administrator shall mail the Notice of Settlement to all Class Members by  
20 First Class U.S. Mail. The address identified by the Settlement Administrator as the current  
21 mailing address shall be presumed to be the best mailing address for each Class Member.

22           3.6.6 Undeliverable Notices. Any Notice of Settlement returned to the Settlement  
23 Administrator as non-deliverable on or before thirty (30) calendar days before the Response  
24 Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is  
25 provided, the Settlement Administrator shall make reasonable efforts to obtain an updated mailing  
26 address. If an updated address is identified, the Settlement Administrator shall resend the Notice  
27 of Settlement to the Class Member or PAGA Affected Employee within seven (7) calendar days of  
28 the date of the return of the Notice of Settlement. The remaining of any Notice of Settlement shall

1 not change or extend the Response Deadline. If a Class Member's Notice of Settlement is  
2 returned to the Settlement Administrator more than once as non-deliverable, then an additional  
3 Notice of Settlement shall not be re-mailed. If, for any reason, an individual's Notice of Settlement  
4 is non-deliverable, the Settlement Administrator will not mail such individual's Class Member  
5 Payment. Rather, the Settlement Administrator will hold such payment(s) until the Void Date, at  
6 which time the funds shall be delivered to the State of California Controller's Office, Unclaimed  
7 Property Fund, pursuant to Paragraph 3.7.7.

8           3.6.7 Notice Satisfies Due Process. Compliance with the notice procedures  
9 specified in this Settlement Agreement shall constitute due and sufficient notice to Class Members  
10 of this Settlement and shall satisfy the requirements of due process. Nothing else shall be required  
11 of, or done by, the Parties, Class Counsel, Defense Counsel or the Settlement Administrator to  
12 provide notice of the proposed Settlement. In the event the procedures in this Settlement  
13 Agreement are followed and the intended recipient of a Notice of Settlement still does not receive  
14 the Notice of Settlement, the intended recipient shall remain a Participating Class Member and  
15 will be bound by all terms of the Settlement and any Final Approval Order entered by the Court  
16 upon the Effective Date.

17           3.6.8 Requests For Exclusion.

18           3.6.8.1 Class Members' Requests For Exclusion. The Notice of Settlement  
19 shall state that Class Members who wish to exclude themselves from the Settlement must submit a  
20 written Request for Exclusion to the Settlement Administrator by the Response Deadline. To be  
21 valid, the Request for Exclusion: (a) must contain the full name, address, and last four digits of the  
22 social security number of the person requesting exclusion; (b) must be signed by the person  
23 requesting exclusion; and (c) must state in substance: "I wish to exclude myself from the  
24 Settlement in *Jeffrey A. Maxwell v Crawford & Company et al.*, Superior Court of California,  
25 County of Fresno, Case No. 16CECG02457." If the Request for Exclusion does not contain the  
26 information listed in (a)-(c) or is not postmarked by the Response Deadline and returned to the  
27 Settlement Administrator at the specified address, it will not be deemed a timely and valid Request  
28 for Exclusion. The date of the postmark on the return mailing envelope shall be the exclusive

1 means used to determine whether a Request for Exclusion has been timely submitted. Any Class  
2 Members who submit a timely and valid Request for Exclusion will not be entitled to a Class  
3 Member Payment under the Settlement, and will not be bound by the terms of the Settlement,  
4 including the Released Class Claims. Any Class Member who submits a timely and valid Request  
5 for Exclusion will not have any right to object to, appeal, or comment on the Settlement. Class  
6 Members who fail to submit a timely and valid Request for Exclusion on or before the Response  
7 Deadline shall be deemed Participating Class Members and will be bound by all terms of the  
8 Settlement and the Final Approval Order entered in this Action.

9                   3.6.8.2 Report of Requests For Exclusion. No later than fourteen (14)  
10 calendar days after the Response Deadline, the Settlement Administrator shall provide Defense  
11 Counsel with a complete list of all Class Members who have submitted timely and valid Requests  
12 for Exclusion, including their name and social security number.

13                   3.6.9 Notices of Objections. The Notice of Settlement shall state that Class  
14 Members who wish to object to the Settlement must submit a written Notice of Objection to the  
15 Court and serve it on the Settlement Administrator by the Response Deadline. To be valid, the  
16 Notice of Objection must: (a) contain the full name, address and last four digits of the social  
17 security number of the Class Member; (b) state: the case name and number, *i.e.*, *Jeffrey A.*  
18 *Maxwell v Crawford & Company et al.*, Superior Court of California, County of Fresno, Case No.  
19 16CECG02457; the basis for the objection; and whether the Class Member intends to appear at the  
20 Final Approval Hearing; and (c) must be signed by the Class Member. If the Notice of Objection  
21 does not contain the information listed in (a)-(c) or is not filed with the Court and mailed to the  
22 Settlement Administrator by the Response Deadline, it will not be deemed a timely and valid  
23 Notice of Objection to this Settlement. As applicable, the date of the filing with the Court and the  
24 date of the postmark on the service mailing envelope for the Settlement Administrator shall be the  
25 exclusive means used to determine whether a Notice of Objection has been timely submitted to the  
26 Court and served on the Settlement Administrator. Class Members who fail to submit a timely and  
27 valid Notice of Objection shall be deemed to have waived any objections and shall be foreclosed  
28 from making any objections to the Settlement. Class Members who submit a timely and valid

1 Notice of Objection will have a right to appear at the Final Approval Hearing to have their  
2 objections heard by the Court.

3           3.6.10 No Solicitation Of Exclusions Or Objections. The Parties agree to use their  
4 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their  
5 counsel seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion  
6 from, or a Notice of Objection to, the Settlement or to appeal from the Court's Final Approval  
7 Order, including through the use of social media or electronic advertisement. Class Counsel shall  
8 not represent Class Members with respect to any objections or appeals to this Settlement.

9           3.6.11 Settlement Administrator Declaration In Support Of Final Approval. No  
10 later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall  
11 provide the Parties with a statement detailing the actions taken by the Settlement Administrator to  
12 administer the Settlement to date, along with all incurred and anticipated Settlement  
13 Administration Costs.

14           3.6.12 Final Approval Hearing. No later than thirty (30) calendar days after the  
15 Response Deadline, Plaintiff shall submit the motion for Final Approval of this Settlement to the  
16 Court. The Court shall hold the Final Approval Hearing, where objections, if any, may be heard  
17 and the Court shall determine whether the Settlement should be finally approved, and if so, the  
18 amounts payable for: (a) Plaintiff's Service Award; (b) the Class Counsel Fees and Costs Award;  
19 (c) Settlement Administration Costs; (d) PAGA LWDA Payments; (e) PAGA Class Payments;  
20 and (e) Class Member Payments.

21           3.6.13 Entry of Final Approval Order. If the Court approves this Settlement at the  
22 Final Approval Hearing, the Parties shall request that the Court enter a Final Approval Order,  
23 substantially in the form of **Exhibit C**. After granting Final Approval of the Settlement and  
24 entering judgment, the Court shall retain jurisdiction over the Parties to enforce and implement the  
25 terms of the judgment.

26           3.7 **Funding And Allocation Of Settlement.**

27           3.7.1 Settlement Accounting. Within ten (10) calendar days after the Effective  
28 Date, the Settlement Administrator will provide the Parties with an accounting of all anticipated

1 payments from the Settlement Fund Account as specified in this Settlement Agreement and  
2 approved by the Court, including: (a) Plaintiff's Service Award; (b) the Class Counsel Fees and  
3 Costs Award; (c) Settlement Administration Costs; (d) PAGA LWDA Payments; and (e) Class  
4 Member Payments.

5           3.7.2 Funding The Settlement. Within fifteen (15) calendar days following the  
6 Effective Date, Defendant shall fund the Settlement by providing the Maximum Settlement  
7 Amount to the Settlement Administrator. The Settlement Administrator shall deposit the funds in  
8 the Settlement Fund Account and will disburse the funds in the manner and at the times set forth  
9 in this Settlement Agreement.

10           3.7.3 Payment of Service Award. Within thirty (30) calendar days following the  
11 Effective Date, the Settlement Administrator shall distribute from the Settlement Fund Account  
12 the Service Award to Plaintiff. Plaintiff agrees to provide the Settlement Administrator with an  
13 executed IRS Form W-9 before the Service Award is issued. The Settlement Administrator shall  
14 issue an IRS Form 1099 to Plaintiff for his Service Award. Plaintiff shall be solely and legally  
15 responsible for paying any and all applicable taxes on their respective Service Award and shall  
16 hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a  
17 result of the Service Award. The Service Award shall be in addition to Plaintiff's Class Member  
18 Payment which he shall receive as Participating Class Member.

19           3.7.4 Payment of Class Counsel Fees And Costs Award. Within thirty (30) calendar  
20 days following the Effective Date, the Settlement Administrator shall distribute from the  
21 Settlement Fund Account the Class Counsel Fees and Costs Award to Class Counsel. The Class  
22 Counsel Fees and Costs Award shall be distributed to Class Counsel as follows: \$324,833.25 to  
23 the Law Offices of Morris Nazarian and \$968,499.75 to Altus Law Firm. Class Counsel each  
24 agree to provide the Settlement Administrator with an executed IRS Form W-9 before the Class  
25 Counsel Fees and Costs Award are issued. The Settlement Administrator shall issue an IRS Form  
26 1099 to each Class Counsel for the payments made pursuant to this Paragraph. Neither Class  
27 Counsel nor any other current or past counsel for Plaintiff shall be permitted to petition the Court  
28 for, or to accept, any additional payments for attorneys' fees, costs, interest, or any other amount

1 from Defendant except as specified above. Defendant's payment of the Class Counsel Fees and  
2 Costs Award shall constitute full satisfaction of the obligation to pay any amounts to any person,  
3 attorney, or law firm, including but not limited to attorneys' fees, expenses, or costs in the Action  
4 incurred by any other attorney or law firm which any of them may claim to have incurred on  
5 behalf of Plaintiff, Class Members, and/or PAGA Affected Employees. The Parties further agree  
6 that the Class Counsel Fees and Costs Award shall be for all attorneys' fees, expenses, and costs,  
7 present and future, incurred in the Action by all attorneys working on behalf of the Plaintiff, Class  
8 Members, and/or PAGA Affected Employees.

9           3.7.5 Payment of Settlement Administration Costs. Within thirty (30) calendar days  
10 following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund  
11 Account the Court-approved Settlement Administration Costs.

12           3.7.6 Payment of PAGA LWDA Payment to LWDA. Within thirty (30) calendar  
13 days following the Effective Date, the Settlement Administrator shall issue from the Settlement  
14 Fund Account a check payable to the LWDA for the PAGA LWDA Amount (i.e., its seventy-five  
15 percent (75%) share of the PAGA Distribution Amount).

16           3.7.7 Payment of Class Member Payments. Within thirty (30) calendar days  
17 following the Effective Date, the Settlement Administrator shall distribute from the Settlement  
18 Fund Account the Class Member Payments to Participating Class Members by First Class U.S.  
19 Mail to each Class Member's last known mailing address. The Class Member Payments will be  
20 allocated 20% as wages and 80% as penalties and/interest. The wage portions of the Class  
21 Member Payments shall be reported by way of IRS W-2 Statement and subject to applicable  
22 employment taxes and other authorized withholdings. The penalty and interest portions of the  
23 Class Member Payments shall be reported by way of IRS 1099 Statement and shall not be subject  
24 to employment taxes and other authorized withholdings. The Settlement Administrator will be  
25 responsible for calculating and withholding the employee-side employment taxes and other  
26 withholdings owed by each Participating Class Member for the wage component of his/her Class  
27 Member Payment and paying these amounts to the appropriate state and federal agencies, within  
28 the timing required by applicable state and/or federal law. The Parties make no representations as

1 to the tax treatment or legal effect of the Class Member Payments, and Participating Class  
2 Members are not relying on any statement or representation by the Parties in this regard.  
3 Participating Class Members will be solely responsible for the payment of any taxes and penalties  
4 assessed on the Class Member Payments.

5           3.7.8 Void Date for Uncashed Checks. Any checks issued to Participating Class  
6 Members shall remain valid and negotiable for one hundred and twenty (120) calendar days from  
7 the date of their issuance and then shall become void on the 121st day after mailing, *i.e.*, the Void  
8 Date. The Parties agree that any unclaimed funds in the Settlement Fund Account as a result of the  
9 failure to cash Class Member Payment checks by the Void Date shall be transmitted by the  
10 Settlement Administrator to the State of California Controller's Office, Unclaimed Property Fund,  
11 in accordance with California law regarding such escheatment, within twenty-one (21) calendar  
12 days of the Void Date.

13           3.8 Miscellaneous.

14           3.8.1 No Pending Or Future Lawsuits By Plaintiff. Other than the Action, Plaintiff  
15 represents that he does not have any pending lawsuits, administrative complaints, or charges  
16 against Defendant or any of the Released Parties in any local, state, or federal court or  
17 administrative agency. Plaintiff further acknowledge that all claims raised therein, if any, shall be  
18 fully and finally extinguished by virtue of this Settlement Agreement and the Court's Final  
19 Approval Order.

20           3.8.2 No Effect On Employee Benefits. Amounts paid to Plaintiff, Participating  
21 Class Members, and PAGA Affected Employees pursuant to this Settlement Agreement do not  
22 count as earnings or compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement  
23 plans) sponsored by Defendant.

24           3.8.3 Nullification Of Settlement Agreement. In the event: (a) the Court does not  
25 enter the Preliminary Approval Order as provided herein; (b) the Court does not enter a Final  
26 Approval Order as provided herein; or (c) the Settlement does not become final for any other  
27 reason, this Settlement Agreement shall be null and void and any order entered by the Court in  
28 furtherance of this Settlement shall be treated as void from the beginning. In such case, any funds



1 to be awarded under this Settlement shall remain the property of Defendant and the Parties shall be  
2 returned their respective statuses as of the date and time immediately prior to the execution of this  
3 Settlement Agreement and the Parties shall proceed in all respects as if this Settlement Agreement  
4 had not been executed, except that any Settlement Administration Costs already incurred by the  
5 Settlement Administrator shall be paid by the Parties in equal shares. In the event an appeal is  
6 filed from the Court's Final Approval Order or from an order rejecting any motion to intervene, or  
7 any other appellate review is sought, the administration of the Settlement shall be stayed pending  
8 final resolution of the appeal and Defendant will not be required to fund this Settlement until and  
9 unless the Effective Date is reached.

10           3.8.4 Exhibits And Headings. The terms of this Settlement Agreement include the  
11 terms set forth in the **Exhibits A-D** attached, which are incorporated by this reference as though  
12 fully set forth herein. All **Exhibits A-D** to this Settlement Agreement are an integral part of the  
13 Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement  
14 are inserted for convenience only and do not constitute a part of this Settlement Agreement.

15           3.8.5 Interim Stay Of Proceedings. The Parties agree to stay all proceedings in the  
16 Action, except such proceedings necessary to implement and complete the Settlement, pending the  
17 Final Approval Hearing to be conducted by the Court.

18           3.8.6 Amendment Or Modification. This Settlement Agreement may be amended or  
19 modified only by a written instrument signed by all Parties or their successors-in-interest.

20           3.8.7 Entire Agreement. This Settlement Agreement and the attached **Exhibits A-D**  
21 constitute the entire agreement among the Parties, and no oral or written representations,  
22 warranties, or inducements have been made to any Party concerning this Settlement Agreement or  
23 its **Exhibits A-D** other than the representations, warranties, and covenants contained and  
24 memorialized in the Settlement Agreement and its **Exhibits A-D**.

25           3.8.8 Authorization To Enter Into Settlement Agreement. The person signing this  
26 Settlement Agreement on behalf of Defendant represents and warrants that he/she is authorized to  
27 sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that he is  
28 authorized to sign this Settlement Agreement and that he has not assigned any Claim covered by

1 this Settlement to a third party. The Parties and their counsel agree to cooperate with each other  
2 fully and to use their best efforts to effect the implementation of the Settlement. Such cooperation  
3 includes, but is not limited to, execution of such other documents and the taking of such other  
4 actions as may be reasonably necessary to fulfill the terms of this Settlement. In the event the  
5 Parties are unable to reach agreement on the form or content of any document needed to  
6 implement the Settlement or on any supplemental provisions that may become necessary to  
7 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
8 such disagreement.

9           3.8.9 Binding On Successors And Assigns. This Settlement Agreement shall be  
10 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as  
11 previously defined.

12           3.8.10 California Law Governs. All terms of this Settlement Agreement and the  
13 **Exhibits A-D** hereto shall be governed by and interpreted according to the laws of the State of  
14 California.

15           3.8.11 This Settlement Is Fair, Reasonable, And Adequate. The Parties believe this  
16 Settlement is a fair, reasonable, and adequate settlement of the Action and have arrived at this  
17 Settlement after lengthy, extensive arms-length negotiations, facilitated by an experienced wage  
18 and hour class action mediator, taking into account all relevant factors, present and potential. This  
19 Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of  
20 their participation in the drafting of this Settlement Agreement.

21           3.8.12 Publicity and Confidentiality. Plaintiff and Class Counsel agree that they  
22 will not issue any press releases, initiate any contact with the press, respond to any inquiry from  
23 the press about this case, or otherwise publicize the Action, the facts of the Action, or the outcome  
24 of the mediation or Settlement. With the exception of a general description of the case and total  
25 settlement amount, with no Party or industry-identifying information, Plaintiff and Class Counsel  
26 also agree not to publish the terms of the Settlement or any related information on their website(s),  
27 for advertising purposes, and/or in publication materials generally available to the public. This  
28 provision shall not prevent Class Counsel from referring to this Settlement in court-filed

1 “adequacy of counsel” showings in other class and representative actions.

2 3.8.13 Notices. Unless otherwise specifically provided, all notices, demands or  
3 other communications in connection with this Settlement Agreement shall be: (a) in writing; (b)  
4 deemed given on the third business day after mailing; and (c) sent via United States registered or  
5 certified mail, return receipt requested, addressed as follows:

6 <b>TO PLAINTIFF:</b>	7 <b>TO DEFENDANT:</b>
8 Morris Nazarian 9 <b>Law Offices of Morris Nazarian</b> 10 1875 Century Park East, Suite 1790 11 Los Angeles, California 90064 12 13 Andrew Jaramillo 14 <b>Altus Law Firm</b> 15 5 Park Plaza, Suite 200 16 Irvine, CA 92614	17 Julie Dunne 18 Benjamin Gipson 19 Taylor Wemmer 20 <b>D.L.A Piper LLP (U.S.)</b> 21 401 B Street, Suite 1700 22 San Diego, California 92101

14 3.8.14 Execution By Plaintiff. Plaintiff, by signing this Settlement Agreement, is  
15 bound by the terms herein and further agree not to submit any Request for Exclusion from or  
16 Notice of Objection to the Settlement. Any such Request for Exclusion or Notice of Objection  
17 shall therefore be void and of no force or effect.

18 3.8.15 Counterparts. This Settlement Agreement shall become effective upon its  
19 execution by all of the undersigned. Plaintiff, Class Counsel, Defendant and Defense Counsel may  
20 execute this Settlement Agreement in counterparts, which shall have the same force and effect as  
21 if each had signed the same instrument. Copies of the executed settlement agreement shall be  
22 effective for all purpose as though the signatures contained therein were original signatures.  
23 Electronic signature (e.g., Docu-signed signatures) shall not be used to execute this Settlement  
24 Agreement; rather, actual ink signatures shall be used to execute this settlement agreement.

25 April 22nd 2021

26 By:

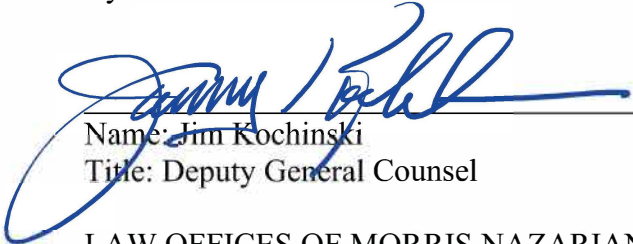
27   
28 \_\_\_\_\_  
29 JEFFREY MAXWELL  
30 PLAINTIFF

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

Dated: April 13, 2021

DEFENDANTS CRAWFORD &  
COMPANY; BROADSPIRE SERVICES  
INC.; and BROADSPIRE INSURANCE  
SERVICES, INC

By:

  
Name: Jim Kochinski  
Title: Deputy General Counsel

Dated: April 13, 2021

LAW OFFICES OF MORRIS NAZARIAN

April 13, 2021

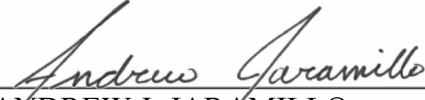
By:

  
MORRIS NAZARIAN  
Attorney for Plaintiff Jeffrey Maxwell  
and the Class

Dated: April 13, 2021

ALTUS LAW FIRM


By:

  
ANDREW J. JARAMILLO  
Attorney for Plaintiff Jeffrey Maxwell  
and the Class

Dated: April 13, 2021

DLA PIPER LLP (US)

By:

  
BENJAMIN M. GIPSON  
JULIE A. DUNNE  
TAYLOR WEMMER

Attorneys for Defendants  
CRAWFORD & COMPANY; BROADSPIRE  
SERVICES INC.; and BROADSPIRE  
INSURANCE SERVICES, INC.

## EXHIBIT A

**NOTICE TO CLASS MEMBERS AND PAGA AFFECTED EMPLOYEES REGARDING  
PENDENCY OF A CLASS ACTION AND NOTICE OF HEARING ON PROPOSED  
SETTLEMENT**

**To Class Members:** For the purpose of this Notice, “**Class Members**” is defined as all individuals employed by Crawford & Company, Broadspire Services, Inc, and/or Broadspire Insurance Services, Inc. in the State of California as hourly-paid adjusters (or persons in substantially equivalent positions, however titled) during the period from August 1, 2012 to February 15, 2021 (“**Class Period**”). However, Class Members does not include: (a) individuals who were first hired by Crawford in or after January 2019 and signed an arbitration agreement as part of the onboarding process, or (b) the workweeks that were worked in and/or after January 2019 by Class Members who were rehired in and/or after January 2019 and signed an arbitration agreement as part of the onboarding process.

**To PAGA Affected Employees:** For the purpose of this Notice, “**PAGA Affected Employees**” is defined as all Class Members first hired on or after August 1, 2015.

**PLEASE READ THIS NOTICE CAREFULLY**

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, YOU DO NOT NEED TO DO ANYTHING. YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF YOUR NAME AND/OR MAILING ADDRESS ARE DIFFERENT THAN AS ADDRESSED ON THIS NOTICE, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR TO PROVIDE A CORRECT NAME AND/OR MAILING ADDRESS.

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SUBMIT A REQUEST FOR EXCLUSION, DATED, SIGNED, AND POSTMARKED BY NO LATER THAN \_\_\_\_\_, 2021, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE. PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF FRESNO ENTERED ON \_\_\_\_\_, 2021.

**WHAT IS THIS NOTICE ABOUT?**

A settlement agreement (the “**Settlement**”) has been reached between Plaintiff Jeffrey A. Maxwell (“**Plaintiff**”) and Defendants Crawford & Company, Broadspire Services, Inc, and Broadspire Insurance Services, Inc. (collectively, “**Crawford**”) in the class action (the “**Action**”) pending in the Superior Court for the County of Fresno (the “**Court**”). Plaintiff filed the Action on behalf of himself and the Class Members.

Plaintiff also filed the Action on behalf of himself, the State of California and all Affected Employees seeking civil penalties pursuant to the Private Attorneys’ General Act of 2004, California Labor Code

section 2698 *et seq.* (“PAGA”). The Court has preliminarily approved the Settlement and conditionally certified a class of all Class Members for purposes of the Settlement only. You have received this notice because Crawford’s records indicate that you are a Class Member and/or a PAGA Affected Employee. This notice is designed to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and discuss your rights and options in connection with the Settlement, including how you can participate in the Settlement, opt out of the Settlement or object to the Settlement. Unless you submit a timely and valid Request for Exclusion, the Settlement will be binding upon you if and when it is approved by the Court.

## WHAT IS THIS LAWSUIT ABOUT?

The Action is titled “*Jeffrey A. Maxwell, an individual, on behalf of himself and a class of others similarly situated, Plaintiff, v. Crawford & Company, Broadspire Services, Inc, Broadspire Insurance Services, Inc., and Does 1 through 50, inclusive, Defendants,*” designated Case No. 16CECG02457.

In the Action, Plaintiff alleges that Crawford failed to pay him and putative class members for all time worked, failed to provide him and all putative class members with meal and rest breaks in compliance with California law, failed to provide him and all putative class members accurate, itemized wage statements, failed to pay terminated employees all wages due upon termination, and engaged in unfair business practices. Based on these allegations, Plaintiff asserts claims under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, and 1197, and the applicable Industrial Welfare Commission Wage Order; and California Business & Professions Code section 17200 *et seq.* Plaintiff seeks recovery of allegedly unpaid wages (including overtime), meal and rest break premiums, wage statement penalties, waiting time penalties, and civil penalties pursuant to the PAGA.

Crawford denies all of Plaintiff’s material allegations. Specifically, Crawford contends, among other things, that its policies and practices with respect to recording and paying for all hours worked, overtime, meal and rest breaks, and timely payment of wages comply with California law; that Plaintiff’s derivative claims for unfair competition, wage statement penalties, waiting time penalties, and civil penalties must fail because Plaintiff cannot demonstrate any violation of the California Labor Code; that Plaintiff is not entitled to recover unpaid wages or civil penalties under the PAGA; a class could not be appropriately certified in the Action; and if a class were certified, Crawford’s defenses to Plaintiff’s claims would be applicable to the claims of the Class Members.

After good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and Crawford agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Crawford that Plaintiff’s claims in the Action have merit or that Crawford has any liability to Plaintiff, Class Members, the State of California or PAGA Affected Employees. On the contrary, Crawford denies any and all such liability. The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

## SUMMARY OF THE SETTLEMENT PAYMENTS

- 1. Maximum Settlement Amount:** Crawford will pay \$3,850,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement, which shall include all amounts paid for the Service Award to Plaintiff, the Class Counsel Fees and Costs Award, the Settlement Administration Costs, the PAGA LWDA Payment to the Labor and Workforce Development Agency ("LWDA"), the PAGA Class Payment, and Class Member Payments to Participating Class Members.
- 2. Plaintiff's Service Award:** In addition to his respective Class Member Payment and PAGA Class Payment, Plaintiff will seek approval from the Court for a payment of \$15,000 in recognition of his work in prosecuting the Action on behalf of Class Members and PAGA Affected Employees, undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action, and for the Complete and General Release that he is providing to Crawford as part of the Settlement. If awarded by the Court, this Service Award will be paid out of the Maximum Settlement Amount.
- 3. Class Counsel Fees and Costs Award:** Class Counsel have represented and continue to represent the Class Members and PAGA Affected Employees on a contingency-fee basis. That means that attorneys' fees are paid only if money is recovered in the Action. It is common to award attorneys' fees as a percentage of the settlement amount negotiated by the attorneys for the Class Members and PAGA Affected Employees. As part of the final approval hearing, Morris Nazarian of the Law Offices of Morris Nazarian; and Judy Sha and Andrew Jaramillo of the Altus Law Firm will request up to \$1,283,333 (representing approximately one-third of the Maximum Settlement Amount) for their attorneys' fees and up to \$10,000 for costs incurred in connection with their work in the Action, for a combined Class Counsel Fees and Costs Award not to exceed \$1,293,333, which shall be allocated to Class Counsel as follows: \$324,833.25 to the Law Offices of Morris Nazarian and \$968,499.75 to the Altus Law Firm, These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from vendors retained by Class Counsel in connection with the Action and all work done through the completion of the Action, whatever date that may be. Class Members and PAGA Affected Employees are be required to pay Class Counsel for any other attorneys' fees, costs or expenses under the Settlement.. If awarded by the Court, the Class Counsel Fees and Costs Award will be paid out of the Maximum Settlement Amount.
- 4. Settlement Administration Costs:** The reasonable costs of administering the Settlement, up to a maximum of \$9,000, will be paid out of the Maximum Settlement Amount.
- 5. PAGA Distribution Amount:** \$10,000 of the Maximum Settlement Amount has been allocated to PAGA civil penalties. Seventy-five percent (75%) of the PAGA civil penalties will be paid to the LWDA, and twenty-five percent (25%) of the PAGA civil penalties will be paid to Affected Employees. The PAGA civil penalties shall be paid from the Maximum Settlement Amount.
- 6. Net Settlement Amount:** The Net Settlement Amount shall be what remains of the Maximum Settlement Amount after deductions are made for the Plaintiff's Service Award, the Class Counsel Fees and Costs Award, the Settlement Administration Costs, and the PAGA LWDA Payment. Assuming the Service Award is \$15,000, the Class Counsel Fees and Costs Award is \$1,293,333, the Settlement Administration Costs are \$9,000, and the PAGA LWDA Payment is \$7,500, then the Net Settlement Amount shall be \$2,525,167.
- 7. Class Member Payments:** Crawford will pay the Net Settlement Amount to Participating Class Members based on the number of workweeks he or she worked as an hourly-paid adjuster for Crawford during the Class Period. Each Class Member Payment shall be calculated by dividing a Participating Class Member's individual workweeks worked as an hourly paid adjuster in California during the Class Period by the total workweeks worked by all Class Members as hourly paid adjusters in California during the Class Period - all according to Crawford's business records - and multiplying



this result by the Net Settlement Amount. The Class Member Payment will be allocated 20% as wages and 80% as penalties and interest. The wage portion of each Class Member Payment shall be subject to applicable employment taxes and other applicable payroll withholdings. The penalty and interest portions of each Class Member Payment will be subject to IRS 1099 reporting.

8. The Class Member Payments, PAGA LWDA Payment, and PAGA Class Payment, and other amounts awarded by the Court will be paid after final Court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement (i.e., the “**Effective Date**”).
9. If the Court does not grant final approval of the Settlement or if the Settlement does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiff nor Crawford will have further obligations under the Settlement, including any obligation by Crawford to pay the Maximum Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Service Award, Class Counsel Fees and Costs Award, or Settlement Administration Costs will not render the Settlement null and void.
10. The Court has appointed Phoenix Class Administration Solutions to act as an independent Settlement Administrator for purposes of administering this Settlement.

### **HOW MUCH WILL I RECEIVE IF I PARTICIPATE IN THE SETTLEMENT?**

The records of Crawford indicate that, between August 1, 2012 and February 15, 2021, the total number of individual workweeks you worked within the Class Period is: \_\_\_\_\_ individual workweeks.

Based on this, it is estimated that your Class Member Payment will be approximately \$ \_\_\_\_\_, assuming the Net Settlement Amount is \$2,525,167, as described above.

### **WHAT CLAIMS ARE RELEASED?**

If you are a Class Member and you do not request to be excluded from the Class Member Payment portion of the Settlement (*i.e.*, a Participating Class Member), you will be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties regarding the “Released Class Claims” in this Settlement. “**Released Parties**” means Defendants Crawford & Company, Broadspire Services, Inc, and Broadspire Insurance Services, Inc. and their subsidiary, affiliate, and parent companies, including their successors and predecessors in interest; any employee benefit plans sponsored or maintained by any of the foregoing; all of their respective officers, directors, shareholders, employees, agents, administrators, fiduciaries, attorneys, trustees, beneficiaries, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers; and all of their respective past and future officers, directors, shareholders, employees, agents, administrators, fiduciaries, attorneys, trustees, beneficiaries, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers.

1. **Released Class Claims:** Upon the Effective Date, Plaintiff – on behalf of himself, the State of California and PAGA Affected Employees – and Participating Class Members will fully and irrevocably release the Released Parties from the Class Claims in exchange for the consideration provided by this Settlement.

“Class Claims” means any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, for wages, benefits, and related penalties actually asserted or that could have been asserted in the Action by the Plaintiff on behalf of himself, the Class Members, the State of California, and/or PAGA Affected Employees, based on the facts alleged in the

Action, the operative First Amended Complaint in the Action, and/or Plaintiff's notice letter to the LWDA, including but not limited to claims for: (a) failure to pay wages in violation of California Labor Code sections 510 and 1194; (b) failure to provide meal periods or compensation in lieu thereof in violation of California Labor Code sections 226.7, 512, and the applicable IWC Wage Order; (c) failure to provide rest breaks or compensation in lieu thereof in violation of California Labor Code section 226.7, 512, and the applicable IWC Wage Order; (d) failure to provide accurate, itemized wage statements in violation of California Labor Code section 226, 1174, 1174.5, and 1175; (e) failure to timely pay wages at termination in violation of California Labor Code sections 201-204; (f) unfair competition in violation of California Business & Professions Code section 17200 et seq.; (g) civil penalties pursuant to the PAGA for the California Labor Code violations that were or that could have been alleged in the Action based on the facts stated in the original or First Amended Complaint; (h) liquidated damages pursuant to California Labor Code section 1194.2; (i) injunctive relief to halt any unlawful practices alleged in the Action to be unlawful; (j) restitution and an order requiring Defendant to restore and disgorge funds to each Class Member acquired by means of any act or practice alleged in the Action to be unlawful; (k) attorneys' fees and costs incurred to prosecute the Action on behalf of Class Members, the State of California and PAGA Affected Employees, including but not limited to fees incurred for the services of Class Counsel or any other counsel; and (l) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Action, including but not limited to California Labor Code sections 203, 226, 226.7, 512, 1194, and 1194.2 and the applicable IWC Wage Order. "Class Claims" also includes all claims that Plaintiff, Class Members, the State of California and/or PAGA Affected Employees may have against the Released Parties relating to (a) the payment, taxation, and allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment, taxation, and allocation of Plaintiff Service Awards pursuant to this Settlement Agreement; and (c) the payment, taxation and allocation of payments to Class Members and PAGA Affected Employees (collectively, "Released Class Claims").

The Released Class Claims include a 1542 Waiver but only insofar as these apply to the specific Class Claims that were asserted in this lawsuit, identified above. "**1542 Waiver**" means an express waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code section 1542, or any other similar provision under federal or state law, which Section provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. The Released Class Claims include all such claims, whether known or unknown. Therefore, Participating Class Members and PAGA Affected Employees who do not submit a valid and timely Request for Exclusion from the Settlement, respectively, expressly waive and relinquish the provisions, rights, and benefits of California Civil Code section 1542.

Plaintiff and Participating Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Class Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all of the Released Class Claims. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Class Claims. **All Released Class Claims are released for the Class Period.**

<b>WHAT ARE MY RIGHTS AS A CLASS MEMBER AND/OR PAGA AFFECTED EMPLOYEE?</b>
--

1. **Participating in the Settlement:** You do not need to do anything to participate in this Settlement. Unless you submit a valid and timely Request for Exclusion from the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Released Class Claims against the Released Parties described above. You will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
2. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval by filing a written objection with the Court and mailing the written objection to the Settlement Administrator postmarked no later than \_\_\_\_\_, 2021.

**MAIL YOUR OBJECTION TO:**  
Phoenix Class Administration Solutions  
Address of Settlement Administrator

To be valid, any written objection must: (a) contain the full name, address and last four digits of the social security number of the Class Member; (b) state: the case name and number, *i.e.*, *Jeffrey A. Maxwell v Crawford & Company et al.*, Superior Court of California, County of Fresno, Case No. 16CECG02457; the basis for the objection; and whether the Class Member intends to appear at the Final Approval Hearing; and (c) must be signed by the Class Member. If the Notice of Objection does not contain the information listed in (a)-(c) or is not filed with the Court and mailed to the Settlement Administrator by the Response Deadline, it will not be deemed a timely and valid Notice of Objection to this Settlement. As applicable, the date of the filing with the Court and the date of the postmark on the service mailing envelope for the Settlement Administrator shall be the exclusive means used to determine whether a Notice of Objection has been timely submitted to the Court and served on the Settlement Administrator. Class Members who fail to submit a timely and valid Notice of Objection shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement. Class Members who submit a timely and valid Notice of Objection will have a right to appear at the Final Approval Hearing to have their objections heard by the Court.

3. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by not later than \_\_\_\_\_, 2021. Any Request for Exclusion must be signed by you and state your full name, address, and the last four digits of your social security number. Any Request for Exclusion must also contain the following statement in substance: "I wish to exclude myself from the Settlement in *Jeffrey A. Maxwell v Crawford & Company et al.*, Superior Court of California, County of Fresno, Case No. 16CECG02457."

If the Court grants final approval of the Settlement, but the Request for Exclusion does not contain the information listed in (a)-(c) or is not postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Members who submit a timely and valid Request for Exclusion will not be entitled to a Class Member Payment under the Settlement, and will not be bound by the terms of the Settlement, including the Released Class Claims. Any Class Member who submits a timely and valid Request for Exclusion will not have any right to object to, appeal, or comment on the Settlement. Class Members who fail to submit a timely and valid Request for Exclusion on or before the Response Deadline shall be deemed Participating Class Members and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

Consistent with Crawford's policies, there will be no retaliation or adverse action taken against any Class Member or PAGA Affected Employee who participates in the Settlement or elects not to participate in the Settlement.

If you choose to submit a Request for Exclusion, send your Request for Exclusion to the Settlement Administrator at the following address:

Phoenix Class Administration Solutions  
Address of Settlement Administrator

## FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on \_\_\_\_\_, 2021, at \_\_:\_\_.m., in Department 501 at the Superior Court of California for the County of Fresno, 1130 O Street, Fresno, CA 93721, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Plaintiff's Service Award, Class Counsel Fees and Costs Award, PAGA Distribution Amount, and Settlement Administration Costs.

The hearing may be postponed without further notice to Class Members and PAGA Affected Employees. **It is not necessary for you to appear at this hearing. If you have submitted an objection, and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.** Class Members and PAGA Affected Employees are advised to contact the Settlement Administrator or check the Court's Case Management and Information System at <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/> to confirm the hearing date has not been changed.

## GETTING MORE INFORMATION

This is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which may be examined by visiting the website regarding this Settlement maintained by the Settlement Administrator at [link]; accessing the Court's docket in the Action through the Court's Case Management and Information System at <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/>; contacting the Settlement Administrator at Tel: (XXX) XXX-XXX or contacting Class Counsel at:

Andrew J. Jaramillo  
Altus Law Firm  
5 Park Plaza, Suite 200  
Irvine, CA 92614  
Telephone: 949.346.3391  
Facsimile: 949.271.4097  
Email: [andrew.jaramillo@altuslawfirm.com](mailto:andrew.jaramillo@altuslawfirm.com)

Morris Nazarian  
Law Offices of Morris Nazarian  
1875 Century Park East, Suite 1790  
Los Angeles, CA 90064  
Telephone: 310.284.7333

Facsimile: 310.284.7332  
Email: [monazarian@yahoo.com](mailto:monazarian@yahoo.com)

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

By Order of the Court

Dated: \_\_\_\_\_, 2021.

## EXHIBIT B

1 **DLA PIPER LLP (US)**  
JULIE A. DUNNE (SBN 160544)  
2 julie.dunne@us.dlapiper.com  
401 B Street, Suite 1700  
3 San Diego, California 92101  
Tel: 619.699.2700  
4 Fax: 619.699.2701

5 **DLA PIPER LLP (US)**  
BENJAMIN M. GIPSON (SBN 222830)  
6 ben.gipson@dlapiper.com  
2000 Avenue of the Stars, Suite 400 North Tower  
7 Los Angeles, California 90067  
Tel: 310.595.3000  
8 Fax: 310.595.3300

9 **DLA PIPER LLP (US)**  
TAYLOR WEMMER (SBN 292539)  
10 taylor.wemmer@us.dlapiper.com  
4365 Executive Drive, Suite 1100  
11 San Diego, California 92121  
Tel: 858.677.1400  
12 Fax: 858.677.1401

13 Attorneys for Defendants  
CRAWFORD & COMPANY; BROADSPIRE SERVICES  
14 INC.; and BROADSPIRE INSURANCE SERVICES, INC.

15 **[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]**

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF FRESNO**

19 JEFFREY A. MAXWELL, on behalf of  
20 himself and a class of others similarly  
situated,

21 Plaintiff,

22 v.

23 CRAWFORD & COMPANY, a Georgia  
Corporation; BROADSPIRE SERVICES  
24 INC., a Delaware Corporation;  
BROADSPIRE INSURANCE SERVICES,  
25 INC., a New York Corporation, and DOES 1  
through 50 inclusive,

26 Defendants.  
27

CASE NO. 16CECG02457

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND NOTICE  
PROCEDURES**

28

1 **LAW OFFICES OF MORRIS NAZARIAN**  
MORRIS NAZARIAN (SBN 230275)  
2 monazarian@yahoo.com  
1875 Century Park East, Suite 1790  
3 Los Angeles, California 90064  
Tel: 310.284.7333  
4 Fax: 310.284.7332

5 **ALTUS LAW FIRM**  
ANDREW J. JARAMILLO (SBN 198303)  
6 andrew.jaramillo@altuslawfirm.com  
JUDY SHA (SBN 261432)  
7 j.sha@theshafirm.com  
5 Park Plaza, Suite 200  
8 Irvine, CA 92614  
Tel: 949.346.3391  
9 Fax: 949.271.4097

10 Attorneys for Plaintiff  
JEFFREY MAXWELL AND THE CLASS  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 Plaintiff's motion for Preliminary Approval of Class and PAGA Action Settlement and  
2 Notice Procedures in the above-referenced matter came on regularly for hearing on  
3 \_\_\_\_\_, 2021, at the Superior Court of California for the County of Fresno, 1130 O  
4 Street, Fresno, CA 93721.

5 Plaintiff Jeffrey Maxwell ("Plaintiff") was represented by his counsel, the Law Offices of  
6 Morris Nazarian and the Altus Law Firm. Defendants Crawford & Company; Broadspire Services  
7 Inc.; and Broadspire Insurance Services, Inc. (collectively, "Defendant") were represented by their  
8 counsel, DLA Piper LLP (U.S.).

9 Plaintiff and Defendant have agreed, subject to Court approval following notice to the  
10 Class Members and PAGA Affected Employees and a hearing, to settle the Action upon the terms  
11 and conditions set forth in the Settlement Agreement, which is attached as **Exhibit 1** to the  
12 Declaration of Andrew Jaramillo in support of Plaintiff's motion for preliminary approval.

13 Based upon the Court's review of the Settlement Agreement, the moving papers submitted  
14 in support of preliminary approval, and all of the files, records, and proceedings herein, and in  
15 recognition of the Court's duty to make a preliminary determination as to the reasonableness of  
16 this proposed class action settlement and to ensure proper notice to all Class Members in  
17 accordance with due process requirements, the Court preliminarily finds that the Settlement  
18 appears to be fair, reasonable, and adequate, such that the parties should mail notice of the  
19 Settlement to all Class Members, and a hearing regarding final approval of the Settlement  
20 Agreement should be set.

21 **THEREFORE, IT IS HEREBY ORDERED:**

22 1. This Order incorporates by reference the definitions in the Settlement Agreement,  
23 and all terms defined therein shall have the same meaning in this Order .

24 2. It appears to the Court on a preliminary basis that the Settlement is fair, reasonable,  
25 and adequate. More specifically, it appears to the Court that counsel for the Parties have engaged in  
26 extensive and costly investigation, research and discovery, such that Class Counsel and Defense  
27 Counsel are able to reasonably evaluate their respective positions. The Court preliminarily finds  
28 that the Settlement Agreement appears to be within the range of reasonableness of a settlement that

1 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary  
2 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary  
3 settlement awards made available to all Class Members are fair, reasonable, and adequate when  
4 balanced against the probable outcome of further litigation relating to liability and damages issues.  
5 It further appears to the Court that settlement, at this time, will avoid substantial additional costs by  
6 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution  
7 of the Action. It further appears that the Settlement has been reached as a result of intensive,  
8 serious, and non-collusive, arms-length negotiations. Accordingly, the Court preliminarily finds  
9 that the Settlement Agreement was entered into in good faith and the Court hereby GRANTS  
10 preliminary approval of the Settlement.

11           3.       For the purposes of this Settlement only, the Court hereby provisionally certifies  
12 the Class Claims on behalf of the Class Members for settlement purposes only. “Class Members”  
13 means all individuals employed by Defendant in the State of California as hourly-paid adjusters (or  
14 persons in substantially equivalent positions, however titled) from August 1, 2012 through  
15 December 31, 2018. However, Class Members shall not include: (a) individuals who were first  
16 hired by Defendant in or after January 2019 and signed an arbitration agreement as part of the  
17 onboarding process, or (b) the workweeks that were worked in and/or after January 2019 by Class  
18 Members who were rehired in and/or after January 2019 and signed an arbitration agreement as  
19 part of the onboarding process. The Class Period is August 1, 2012 to February 15, 2021. Should  
20 for whatever reason the Settlement not become final, the fact that the Parties were willing to  
21 stipulate to certification of the Class Claims on behalf of Class Members as part of the Settlement  
22 shall have no bearing on, nor be admissible in connection with, the issue of whether a class should  
23 be certified in a non-settlement context in this Action or in any other lawsuit.

24           4.       For the purposes of this Settlement only, named Plaintiff Jeffrey A. Maxwell is  
25 hereby preliminarily appointed and designated, for all purposes, as the representative for the Class,

26           5.       For purposes of this Settlement only, Morris Nazarian, of the Law Offices of  
27 Morris Nazarian, and Andrew Jaramillo of Altus Law Firm, are hereby preliminarily appointed and  
28 designated as Class Counsel.

1           6.       Class Counsel are authorized to act on behalf of Class Members with respect to all  
2 acts or consents required by this Order. Any Class Member may enter an appearance through  
3 counsel of such individual's own choosing and at such individual's own expense. Any Class  
4 Member who does not enter an appearance or appear on his or her own will be represented by Class  
5 Counsel.

6           7.       For the purposes of this Settlement only, the Court hereby preliminarily approves  
7 the definition and disposition of the Maximum Settlement Amount and related matters provided for  
8 in the Settlement Agreement. In accordance with the Settlement Agreement, the Court hereby  
9 preliminarily approves the Maximum Settlement Amount of Three Million Eight Hundred and  
10 Fifty Thousand Dollars and Zero Cents (\$3,850,000.00), which is the maximum amount that  
11 Defendant is obligated to pay under the Settlement Agreement in order to settle the Action.  
12 However, the Court confirms that the employer's share of payroll taxes shall not be paid from the  
13 Settlement Amount and payment shall remain the responsibility of Defendant.

14           8.       For the purposes of this Settlement only, the Court hereby preliminarily approves  
15 the Service Award in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to  
16 Plaintiff in recognition of Plaintiff's efforts in litigation this case and obtaining the benefits of the  
17 Settlement and as consideration for providing a Complete and General Release to the Released  
18 Parties. The Court will decide the final amount of the Service Award at the Final Approval  
19 Hearing.

20           9.       For purposes of this Settlement only, the Court hereby preliminarily approves a  
21 payment of a Class Counsel Fees and Costs Award not to exceed a combined total amount of One  
22 Million Two Hundred Ninety-Three Thousand Three Hundred Three-Three Dollars and Zero Cents  
23 (\$1,293,333.00) with \$1,283,333.00 allocated as attorneys' fees and \$10,000.00 allocated as costs  
24 incurred in connection with Class Counsel's work in the Action. The Court preliminarily approves  
25 the allocation of the Class Counsel Fees and Costs Award as follows: 25% to the Law Offices of  
26 Morris Nazarian and 75% to the Altus Law Firm. The amounts paid for the Class Counsel Fees  
27 and Costs Award shall be for all claims for attorneys' fees and litigation costs past, present, and  
28 future incurred in investigation, litigation, and resolution of the Action. Neither Class Counsel, nor

1 any other counsel, shall be permitted to petition the Court, or to accept any payments, for fees and  
2 costs relating to the investigation, litigation, and/or resolution of the Action other than the Class  
3 Counsel Fees and Costs Award. The Court will decide the final amount of the Class Counsel Fees  
4 and Costs Award at the Final Approval Hearing.

5 10. For purposes of this Settlement only, the Court hereby preliminary approves a  
6 maximum payment of Nine Thousand Dollars and Zero Cents (\$9,000.00) to the Settlement  
7 Administrator for third-party administration fees that are necessary to administer the Settlement  
8 (“Settlement Administration Costs”). The Settlement Administration Costs are to be paid from the  
9 Maximum Settlement Amount. The Court will decide the final Settlement Administration Costs at  
10 the Final Approval Hearing.

11 11. The Court finds, per Class Counsel’s declaration, that Class Counsel has notified  
12 the Labor Workforce Development Agency (“LWDA”) of the PAGA settlement in this action and  
13 provided a copy of the Settlement Agreement in compliance with California Labor Code section  
14 2699(l).

15 12. For purposes of this Settlement only, the Court hereby preliminarily approves the  
16 PAGA Distribution Amount as fair, reasonable, and adequate. The Settlement Agreement provides  
17 that the PAGA Distribution Amount, which is Ten Thousand Dollars and Zero Cents (\$10,000.00),  
18 shall be allocated as follows: (a) seventy-five percent (75%) as a PAGA LWDA Payment to the  
19 California Labor and Workforce Development Agency (“LWDA”) and (b) twenty-five percent  
20 (25%) to all Class Members to resolve all claims for civil penalties under the PAGA for any  
21 violation of the California Labor Code alleged in the Action. The Court will decide the final  
22 PAGA Distribution Amount at the Final Approval Hearing.

23 13. The Net Settlement Amount to be distributed to Class Members is what remains  
24 after the Service Award, Class Counsel Fees and Costs Award, Settlement Administrator’s Costs,  
25 and the PAGA Award for the LWDA are deducted from the Maximum Settlement Amount. The  
26 Settlement Agreement provides that the Class Member Payments shall be calculated by dividing a  
27 Class Member’s individual workweeks worked as an hourly-paid adjuster in California during the  
28 Class Period by the total workweeks worked by all Class Members as hourly-paid adjusters in

1 California during the Class Period – all according to Defendant’s business records - and  
2 multiplying this result by the Net Settlement Amount. For purposes of settlement only, the Court  
3 preliminarily approves the Net Settlement Amount and the Class Member Payments as fair,  
4 reasonable, and adequate.

5         14. The Court finds that the form and content of the proposed Notice of Settlement  
6 attached to the Settlement Agreement as **Exhibit A** fairly and adequately advises Class Members  
7 and PAGA Affected Employees of the terms of the proposed Settlement, of the preliminary  
8 approval of the proposed Settlement, of their right to receive their share of the Maximum  
9 Settlement Amount, of the scope and effect of the releases contained in the Settlement, of their  
10 rights and obligations relating to opting out of or objecting to the Settlement, of the date of the  
11 Final Approval Hearing, and of their right to appear at the Final Approval Hearing. Thus, the Court  
12 finds that the Notice of Settlement comports with all constitutional requirements, including those of  
13 due process. The Court further finds that the mailing of the Notice of Settlement to Class Members  
14 as specifically described within the Settlement Agreement, with measures taken for verification of  
15 addresses, as set forth therein, constitutes an effective method of providing notice of this  
16 Settlement.

17         15. The Court hereby appoints Phoenix Class Administration Solutions, as the  
18 Settlement Administrator to provide notice of the Settlement as more specifically set forth in the  
19 Settlement Agreement.

20         16. The Court understands that the Settlement includes a release of class claims. The  
21 Settlement Agreement provides that Plaintiff – on behalf of himself, the State of California and  
22 PAGA Affected Employees – and each of the Participating Class Members will fully and  
23 irrevocably release the Released Parties from any and all of the Released Class Claims, as defined  
24 in the Settlement Agreement. Participating Class Members will release such Released Class Claims  
25 for the time period from August 1, 2012 through February 15, 2021. Per the Settlement  
26 Agreement, Participating Class Members may discover facts in addition to or different from those  
27 they now know or believe to be true with respect to the subject matter of the Released Class  
28 Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final

1 Approval Order shall have, fully, finally, and forever settled and released any and all of the  
2 Released Class Claims. In light of consideration provided under the Settlement, the Court makes a  
3 preliminary finding that the Release of Class Claims is fair, adequate and reasonable.

4 17. No later than fifteen (15) calendar days after the date of this Preliminary Approval  
5 Order, Defendant shall provide the Settlement Administrator with the Employee List, which shall  
6 include, for each Class Member: full name, last known address, last known telephone number,  
7 social security number, and the number of workweeks worked by each Class Member during the  
8 Class Period according to Defendant's business records.

9 18. No later than twenty-one (21) calendar days after receipt of the Employee List from  
10 Defendant, the Settlement Administrator shall mail the Notice of Settlement to all Class Members  
11 by First Class U.S. Mail pursuant to the terms of the Settlement Agreement.

12 19. No later than the Response Deadline, which is sixty (60) calendar days after the  
13 Settlement Administrator mails the Notice of Settlement, any Class Member requesting exclusion  
14 from the Settlement must submit his/her Request for Exclusion by mail to the Settlement  
15 Administrator. Class Members who fail to submit a timely and valid Request for Exclusion from  
16 the Settlement on or before the Response Deadline shall be Participating Class Members bound by  
17 all terms of the Settlement and any Final Approval Order entered in this Action. To be valid, the  
18 Request for Exclusion: (a) must contain the full name, address, and last four digits of the social  
19 security number of the person requesting exclusion; (b) must be signed by the person requesting  
20 exclusion; and (c) must state in substance: "I wish to exclude myself from the Settlement in Jeffrey  
21 A. Maxwell v Crawford & Company et al., Superior Court of California, County of Fresno, Case  
22 No. 16CECG02457." If the Request for Exclusion does not contain the information listed in (a)-(c)  
23 or is not postmarked by the Response Deadline and returned to the Settlement Administrator at the  
24 specified address, it will not be deemed a timely and valid Request for Exclusion. The date of the  
25 postmark on the return mailing envelope shall be the exclusive means used to determine whether a  
26 Request for Exclusion has been timely submitted. Any Class Members who submit a timely and  
27 valid Request for Exclusion will not be entitled to a Class Member Payment under the Settlement,  
28 and will not be bound by the terms of the Settlement, including the release of Released Class

1 Claims. Any Class Member who submits a timely and valid Request for Exclusion will not have  
2 any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a  
3 timely and valid Request for Exclusion on or before the Response Deadline shall be deemed  
4 Participating Class Members and will be bound by all terms of the Settlement and the Final  
5 Approval Order entered in this Action.

6           20.     No later than the Response Deadline, any Class Member wishing to object to the  
7 Settlement must submit his/her objection to the Court and serve it on the Settlement Administrator.  
8 To be valid, the Notice of Objection must: (a) contain the full name, address and last four digits of  
9 the social security number of the Class Member; (b) state: the case name and number, *i.e.*, *Jeffrey*  
10 *A. Maxwell v Crawford & Company et al.*, Superior Court of California, County of Fresno, Case  
11 No. 16CECG02457; the basis for the objection; and whether the Class Member intends to appear at  
12 the Final Approval Hearing; and (c) must be signed by the Class Member. If the Notice of  
13 Objection does not contain the information listed in (a)-(c) or is not filed with the Court and mailed  
14 to the Settlement Administrator by the Response Deadline , it will not be deemed a timely and valid  
15 Notice of Objection to this Settlement. As applicable, the date of the filing with the Court and the  
16 date of the postmark on the envelope for the Settlement Administrator shall be the exclusive means  
17 used to determine whether a Notice of Objection has been timely submitted to the Court and served  
18 on the Settlement Administrator. Class Members who fail to submit a timely and valid Notice of  
19 Objection shall be deemed to have waived any objections and shall be foreclosed from making any  
20 objections to the Settlement. Class Members who submit a timely and valid Notice of Objection  
21 will have a right to appear at the Final Approval Hearing to have their objections heard by the  
22 Court.

23           21.     As of the date this Order is signed, all dates and deadlines associated with the  
24 Action shall be stayed, other than those pertaining to the administration of the Settlement of the  
25 Action. To the extent permitted by law, pending final determination as to whether the Settlement  
26 should be finally approved, Class Members whether directly, representatively, or in any other  
27 capacity, shall not institute or prosecute any of the Released Class Claims against the Released  
28 Parties.

1           22.     This Settlement is not a concession or admission, and shall not be used against  
2 Defendant or any of the Released Parties as an admission, of liability with respect to Class Claims.  
3 Whether or not the Settlement is finally approved, neither the Settlement, nor any document,  
4 statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof,  
5 shall in any event be: (a) construed as, offered or admitted in evidence as, received as or deemed to  
6 be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence  
7 of a presumption, concession, indication or admission by Defendant or any of the Released Parties  
8 of any liability, fault, wrongdoing, omission, concession or damage; or (b) disclosed, referred to,  
9 offered, or received in evidence against any of the Released Parties in any further proceeding in the  
10 Action, or in any other civil, criminal or administrative action or proceeding, except for purposes of  
11 enforcing the Settlement.

12           23.     If for any reason the Court does not finally approve the Settlement, or if the  
13 Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever,  
14 the Settlement Agreement and all evidence and proceedings had in connection therewith shall be  
15 without prejudice to the status quo ante rights of the Parties to the Actions, as more specifically set  
16 forth in the Settlement Agreement, and this Preliminary Approval Order shall be rendered null and  
17 void and shall be vacated.

18           24.     The Parties' briefs and other papers in support of Final Approval of the proposed  
19 Settlement, and Class Counsel's application for an award of attorney's fees and litigation costs,  
20 shall be filed with the Court no later than thirty (30) calendar days after the Response Deadline. A  
21 Final Approval Hearing shall be held as soon as practicable thereafter in the Superior Court of  
22 California for the County of Fresno, located at 1130 O Street, Fresno, CA 93721, to determine  
23 whether the proposed Settlement of the Actions is fair, reasonable, and adequate and should be  
24 finally approved. The Final Approval Hearing may be postponed, adjourned, transferred or  
25 continued by order of the Court without further notice to Class Members and PAGA Affected  
26 Employees. After the Final Approval Hearing, the Court may enter a Final Approval Order in  
27 accordance with the Settlement that will adjudicate the rights of all Class Members and PAGA  
28 Affected Employees.



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

25. In the event that the proposed Settlement is not finally approved by the Court, or for any reason the Effective Date does not occur, then the Settlement and all orders entered in connection therewith shall be null and void and of no effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Settlement shall be withdrawn without prejudice as to the rights of any and all Parties thereto.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2021

\_\_\_\_\_  
Hon. Judge D. Tyler Tharpe  
Judge of the California Superior Court

## EXHIBIT C

1 **DLA PIPER LLP (US)**  
JULIE A. DUNNE (SBN 160544)  
2 julie.dunne@us.dlapiper.com  
401 B Street, Suite 1700  
3 San Diego, California 92101  
Tel: 619.699.2700  
4 Fax: 619.699.2701

5 **DLA PIPER LLP (US)**  
BENJAMIN M. GIPSON (SBN 222830)  
6 ben.gipson@dlapiper.com  
2000 Avenue of the Stars, Suite 400 North Tower  
7 Los Angeles, California 90067  
Tel: 310.595.3000  
8 Fax: 310.595.3300

9 **DLA PIPER LLP (US)**  
TAYLOR WEMMER (SBN 292539)  
10 taylor.wemmer@us.dlapiper.com  
4365 Executive Drive, Suite 1100  
11 San Diego, California 92121  
Tel: 858.677.1400  
12 Fax: 858.677.1401

13 Attorneys for Defendants  
CRAWFORD & COMPANY; BROADSPIRE SERVICES  
14 INC.; and BROADSPIRE INSURANCE SERVICES, INC.

15 **[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]**

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF FRESNO**

19 JEFFREY A. MAXWELL, on behalf of  
20 himself and a class of others similarly  
situated,

21 Plaintiff,

22 v.

23 CRAWFORD & COMPANY, a Georgia  
Corporation; BROADSPIRE SERVICES  
24 INC., a Delaware Corporation;  
BROADSPIRE INSURANCE SERVICES,  
25 INC., a New York Corporation, and DOES 1  
through 50 inclusive,

26 Defendants.  
27

CASE NO. 16CECG02457

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND JUDGMENT**

1 **LAW OFFICES OF MORRIS NAZARIAN**  
MORRIS NAZARIAN (SBN 230275)  
2 monazarian@yahoo.com  
1875 Century Park East, Suite 1790  
3 Los Angeles, California 90064  
Tel: 310.284.7333  
4 Fax: 310.284.7332

5 **ALTUS LAW FIRM**  
ANDREW J. JARAMILLO (SBN 198303)  
6 andrew.jaramillo@altuslawfirm.com  
JUDY SHA (SBN 261432)  
7 j.sha@theshafirm.com  
5 Park Plaza, Suite 200  
8 Irvine, CA 92614  
Tel: 949.346.3391  
9 Fax: 949.271.4097

10 Attorneys for Plaintiff  
JEFFREY MAXWELL AND THE CLASS  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement in the above-  
2 referenced matter came on regularly for hearing on \_\_\_\_\_, 2021, at the Superior Court  
3 of California for the County of Fresno, 1130 O Street, Fresno, CA 93721, before the Honorable D.  
4 Tyler Tharpe.

5 Plaintiff Jeffrey Maxwell ("Plaintiff") was represented by his counsel, the Law Offices of  
6 Morris Nazarian and the Altus Law Firm. Defendants Crawford & Company; Broadspire Services  
7 Inc.; and Broadspire Insurance Services, Inc. (collectively, "Defendant") were represented by  
8 their counsel, DLA Piper LLP (U.S.).

9 In support of his motion for final approval of the class and PAGA action settlement for this  
10 Action, Plaintiff has submitted: a Notice of Motion and Motion for Final Approval of Class and  
11 PAGA Action Settlement; the Memorandum of Points and Authorities, declaration of Class  
12 Counsel, declaration of the representative for the Class, and declaration of the Settlement  
13 Administrator in support of the final approval motion; a separate motion for a Class Counsel Fees  
14 and Costs Award and Plaintiff's Service Award; and this Proposed Order.

15 The Court has (1) reviewed and considered the terms and conditions of the proposed  
16 Settlement; (2) reviewed and considered the results of the notice of settlement mailed to Class  
17 Members and PAGA Affected Employees in accordance with the Court's Order Preliminarily  
18 Approving Class Action Settlement and Notice Procedures entered on \_\_\_\_\_, 2021 (the  
19 "Preliminary Approval Order"); (3) reviewed and considered the application for the Class  
20 Counsel's Fees and Costs Award and Plaintiff's Service Award; (4) held a Final Approval  
21 Hearing; (5) taken into account the presentations and other proceedings at the Final Approval  
22 Hearing; and (6) considered the Settlement in the context of all prior proceedings had in this  
23 Action.

24 Based thereon, the Court enters the following **FINDINGS** and **CONCLUSIONS**:

25 A. Capitalized terms used in this Order that are not otherwise defined herein shall have  
26 the meaning assigned to them in the Settlement Agreement.

27 B. The Court has subject-matter jurisdiction over the Action and all acts within the Action,  
28 and over all the Parties to the Action, including Plaintiff, the State of California, Class Members,

1 and PAGA Affected Employees.

2 C. The Class Claims asserted on behalf of Class Members and PAGA Affected Employees  
3 conditionally certified in the Preliminary Approval Order have been appropriately certified for  
4 settlement purposes. Class Counsel and Plaintiff (as the Class representative) have fairly and  
5 adequately represented the Class for purposes of negotiating and seeking approval of the  
6 Settlement.

7 D. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator,  
8 Phoenix Class Administration Solutions, mailed a Notice of Settlement to all known Class  
9 Members and PAGA Affected Employees by First Class U.S. Mail. The Notice of Settlement  
10 fairly and adequately advised Class Members and PAGA Affected Employees of the terms of the  
11 proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to  
12 receive their shares of the Maximum Settlement Amount, of the scope and effect of the releases  
13 contained in the Settlement, of their rights and obligations relating to opting out of or objecting to  
14 the Settlement, of the date of the Final Approval Hearing, and of their right to appear at the Final  
15 Approval Hearing. Class Members and PAGA Affected Employees had adequate time to consider  
16 this information and to use the procedures identified in the Notice of Settlement. The Court finds  
17 and determines that this notice procedure afforded adequate protections to Class Members and  
18 PAGA Affected Employees and provides the basis for the Court to make an informed decision  
19 regarding approval of the Settlement based on the responses of Class Members and PAGA  
20 Affected Employees. The Court finds and determines that the Notice of Settlement provided in the  
21 Action was the best notice practicable, which satisfied the requirements of law and due process.

22 E. The Court finds that the notice of the Settlement Agreement to the Labor Workforce  
23 Development Agency (“LWDA”) was sufficient and valid pursuant to California Labor Code  
24 section 2699(*l*), The LWDA has not filed any document related to this Action with the Court.

25 F. In response to the Notice of Settlement, \_\_\_\_ Class Members objected to the Settlement  
26 and \_\_\_\_ Class Members requested exclusion from the Settlement.

27 G. The Settlement, as provided for in the Settlement Agreement, is in all respects fair,  
28 reasonable, adequate, and proper, and in the best interest of the Class and PAGA Affected

1 Employees. In reaching this conclusion, the Court considered a number of factors, including: (1)  
2 the strength of Plaintiff's claims; (2) the risk, expense, complexity, and likely duration of further  
3 litigation; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage  
4 of the proceedings; (5) the experience and views of Class Counsel and Defense Counsel; and (6)  
5 the reaction of the Class Members and PAGA Affected Employees to the proposed Settlement.  
6 The Court finds that the Settlement offers significant monetary recovery to all Participating Class  
7 Members, and finds that such recovery is fair, reasonable, and adequate when balanced against  
8 further litigation related to liability and damages issues. The Court further finds that counsel for  
9 the Parties engaged in extensive and costly investigation and research such that Class Counsel and  
10 Defense Counsel were able to reasonably evaluate their respective positions at the time of  
11 settlement. The Court finds that the Settlement will avoid substantial additional costs by all  
12 Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The  
13 Court further finds that the Settlement has been reached as the result of intensive, serious and non-  
14 collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the  
15 Settlement Agreement and finds that the Settlement is, in all respects, fair, reasonable, and  
16 adequate and directs the Parties to effectuate the Settlement according to its terms.

17 H. Participating Class Members (as certified below) shall be subject to all of the provisions  
18 of the Settlement, the Settlement Agreement, this Order, and Final Judgment to be entered by the  
19 Clerk of the Court, as set forth herein, including with respect to the Released Class Claims.

20 On the basis of the foregoing findings and conclusions, as well as the submissions and  
21 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED,**  
22 **ADJUDGED, and DECREED:**

23 1. The Settlement Agreement is hereby approved as fair, reasonable,  
24 adequate, and in the best interests of the Class Members and PAGA Affected Employees, and the  
25 requirements of due process and California Code of Civil Procedure section 382 have been  
26 satisfied. The Parties are ordered and directed to effectuate the Settlement according to its terms.

27 2. The Court, having found that each of the elements of California Code of Civil Procedure  
28 section 382 are satisfied, certifies the following class regarding the Class Claims:

1 All Class Members, as that term is defined by the Settlement Agreement, who did not  
2 exclude themselves from the Settlement. (The Settlement Agreement defines Class Members as  
3 all individuals employed by Defendants in the State of California as hourly-paid adjusters (or  
4 persons in substantially equivalent positions, however titled) from August 1, 2012 through and  
5 including February 15, 2021 . However, Class Members does not include: (a) individuals who  
6 were first hired by Defendant in or after January 2019 and signed an arbitration agreement as part  
7 of the onboarding process, or (b) the workweeks that were worked in and/or after January 2019 by  
8 Class Members who were rehired in and/or after January 2019 and signed an arbitration agreement  
9 as part of the onboarding process.)

10 3. For purposes of this Final Approval Order and this Settlement only, the Court hereby  
11 confirms the appointment of Phoenix Class Administration Solutions as the Settlement  
12 Administrator to administer the Settlement as more specifically set forth in the Settlement  
13 Agreement, and further finally approves Settlement Administration Costs, as fair and reasonable,  
14 of Nine Thousand Dollars and Zero Cents (\$9,000.00).

15 4. For purposes of this Final Approval Order and this Settlement only, the Court hereby  
16 confirms the appointment of Plaintiff Jeffrey A. Maxwell as the Class representative for the Class  
17 Members. Further, the Court finally approves the Service Award, as fair and reasonable, to  
18 Plaintiff in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The Court  
19 hereby orders the Settlement Administrator to distribute the Service Award to Plaintiff in  
20 accordance with this Order and the provisions of the Settlement.

21 5. For purposes of this Final Approval Order and this Settlement only, the Court hereby  
22 confirms the appointment of Morris Nazarian of the Law Offices of Morris Nazarian and Andrew  
23 Jaramillo of the Altus Law Firm as Class Counsel for the Class Members. Further, the Court  
24 finally approves the payment of the Class Counsel Fees and Costs Award in the combined total  
25 amount of One Million Two Hundred Ninety-Three Thousand Three Hundred Three-Three  
26 Dollars and Zero Cents (\$1,293,333.00) as fair and reasonable, with \$1,283,333.00 allocated to  
27 attorneys' fees and \$10,000.00 allocated to costs incurred in connection with Class Counsel's  
28 work in the Action. The Class Counsel Fees and Costs Award shall be allocated to Class Counsel



1 as follows: 25% the Law Offices of Morris Nazarian and 75% to the Altus Law Firm. Class  
2 Counsel’s receipt of the Class Counsel Fees and Costs Award shall fully satisfy all fees and  
3 litigation costs incurred by Class Counsel that represented Plaintiff, Class Members, and PAGA  
4 Affected Employees in the Action. No other attorneys or law firms shall be entitled to any award  
5 of attorneys’ fees or costs from Defendant in any way connected with the Action. The Court  
6 hereby orders the Settlement Administrator to distribute the Class Counsel Fees and Costs Award  
7 in accordance with the provisions of this Order and the Settlement Agreement.

8           6. For purposes of this Final Approval Order and this Settlement only, the Court hereby  
9 approves the PAGA Distribution Amount in the amount of Ten Thousand Dollars and Zero Cents  
10 (\$10,000.00) as fair and reasonable. Pursuant to the terms of the Settlement Agreement, seventy-  
11 five percent (75%) of the PAGA Distribution Amount (i.e., \$7,500.00) shall be distributed to the  
12 California Labor Workforce and Development Agency (“LWDA”) and twenty-five percent (25%)  
13 of the PAGA Distribution Amount (i.e., \$2,500.00) shall be distributed to the Participating Class  
14 Members as the PAGA Class Payment to resolve all claims for civil penalties under the PAGA for  
15 any violation of the California Labor Code alleged in the Action. The Court hereby orders the  
16 Settlement Administrator to distribute the PAGA LWDA Payment to the LWDA and to distribute  
17 the PAGA Class Payment to the Participating Class Members in accordance with the provisions of  
18 this Order and the Settlement Agreement

19           7. The Court hereby orders the Settlement Administrator, Phoenix Class Administration  
20 Solutions, to distribute the Class Member Payments from the Net Settlement Amount to  
21 Participating Class Members in accordance with the provisions of this Order and the Settlement  
22 Agreement.

23           8. As of the Effective Date, Plaintiff – on behalf of himself, the State of California and  
24 PAGA Affected Employees – and each of the Participating Class Members shall be deemed to  
25 have released the Released Parties from all Released Class Claims, as defined in the Settlement  
26 Agreement. All Released Class Claims are released for the Class Period, which is defined as  
27 August 1, 2012 to February 15, 2021. Plaintiff and Participating Class Members may discover  
28 facts in addition to or different from those they now know or believe to be true with respect to the

1 subject matter of the Released Class Claims, but upon the Effective Date, shall be deemed to have,  
2 and by operation of the Final Approval Order shall have, fully, finally, and forever settled and  
3 released any and all of the Released Class Claims. All Participating Class Members, as of the  
4 Effective Date, are hereby forever barred and enjoined from prosecuting the Released Class  
5 Claims against the Released Parties.

6 9. The terms of the Settlement Agreement, and this Final Approval Order, are binding on  
7 Plaintiff, the State of California, Class Members, and the PAGA Affected Employees, as well as  
8 their heirs, executors, administrators, successors, and assigns, and those terms shall have res  
9 judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings  
10 maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other  
11 proceedings fall within the scope of Released Class Claims as set forth in the Settlement  
12 Agreement.

13 10. Neither this Final Approval Order, the Settlement Agreement, nor any document  
14 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed  
15 as, or may be used as an admission by or against Defendant or any of the other Released Parties of  
16 any fault, wrongdoing, or liability whatsoever. Nor is this Final Approval Order a finding of the  
17 validity of any Claims in the Actions or of any wrongdoing by Defendant or any of the other  
18 Released Parties. The entering into or carrying out of the Settlement Agreement, and any  
19 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
20 evidence of, an admission or concession with regard to the denials or defenses by Defendant or  
21 any of the other Released Parties and shall not be offered in evidence against Defendant or any of  
22 the Released Parties in any action or proceeding in any court, administrative agency or other  
23 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval  
24 Order, the Settlement Agreement, or any related agreement or release. Notwithstanding these  
25 restrictions, any of the Released Parties may file in the Actions or in any other proceeding this  
26 Final Approval Order, the Settlement Agreement, or any other papers and records on file in the  
27 Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel,  
28 release, waiver, or other theory of claim preclusion, issue preclusion or similar defense.

1           11. In the event that the Settlement does not become final and effective in accordance with  
2 the terms of the Settlement Agreement, then this Final Approval Order and the Final Judgment  
3 and all orders entered in connection herewith, including any order of certification and appointment  
4 of a class representative or Class Counsel, shall be rendered null and void and be vacated.  
5 Moreover, any funds tendered by Defendants shall be returned and/or retained by Defendant  
6 consistent with the terms of the Settlement.

7           12. Without in any way affecting the finality of this Final Approval Order and the Final  
8 Judgment, this Court hereby retains continuing jurisdiction as to all matters relating to the  
9 interpretation, implementation, and enforcement of the terms of the Settlement.

10           13. After Settlement administration has been completed in accordance with the Settlement  
11 Agreement, and in no event later than 180 days after the Effective Date, Plaintiff shall file a report  
12 with this Court certifying compliance with the terms of the Settlement.

13           14. A compliance hearing is set for \_\_\_\_\_ at \_\_\_\_\_.

14           15. The Court hereby enters judgment in the Action, with prejudice, for the reasons set  
15 forth above, and upon the terms set forth in the Settlement Agreement.

16           16. The Action and the Claims alleged therein are hereby ordered dismissed with  
17 prejudice.

18           **IT IS SO ORDERED.**

19  
20 DATED: \_\_\_\_\_, 2021

21  
22  
23 \_\_\_\_\_  
24 Hon. Judge D. Tyler Tharpe  
25 Judge of the California Superior Court  
26  
27  
28

## EXHIBIT D



## SERVICES AGREEMENT

This Services Agreement (“**Agreement**”),<sup>1</sup> effective as of \_\_\_\_ (“**Effective Date**”) is entered into by Crawford & Company, a Georgia corporation, Broadspire Services, Inc., a Delaware corporation, and Broadspire Insurance Services, Inc., a New York corporation, with a principal business address at 5335 Triangle Parkway, Peachtree Corners, GA 30092-6500 (collectively, “**Crawford**”), and Phoenix Class Administration Solutions, with a principal business address at P.O. Box 7208, Orange, CA, 92863 (“**Settlement Administrator**”), (together, the “**Parties**”).

### RECITALS

**Crawford** desires to have **Settlement Administrator** provide certain settlement administration services in accordance with the anticipated court orders for preliminary and final approval of the settlement in the litigation entitled *Jeffrey A. Maxwell v Crawford & Company et al.*, Superior Court of California, County of Fresno, Case No. 16CECG02457 (the “**Action**”); and

**Settlement Administrator** desires to provide such **Services** to **Crawford** in exchange for payment of settlement administration costs not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00), to be paid out of the Maximum Settlement Amount in the **Action**, and subject to the Court’s approval in the Action;

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the **Parties** agree that **Settlement Administrator** will render all settlement administration services in the Action pursuant to the following information security provisions:

### DEFINITIONS

“**Affiliate**” means any entity that controls, is controlled by or is under common control with a Party. For purposes of this definition, “control” shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly by an entity under this definition.

“**Authorized Person**” means **Settlement Administrator’s Representatives** that require access to **Personal Information** for **Settlement Administrator** to provide the **Services** under this **Agreement**.

“**Claim(s)**” means any and all (1) claims, causes of action, demands, lawsuits, or proceedings and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgement or order issued by a governmental, regulatory or judicial body), which arise out of or are related to the services provided under this **Agreement**, the breach of any obligations by **Settlement Administrator** or **Personnel** under this **Agreement**, or any negligent act or omission or willful misconduct of **Settlement Administrator** or **Personnel**.

“**Confidential Information**” means information, in any format, that **Crawford** designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. **Confidential Information** includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, and “**Personal Information**,” as that term is defined below. Any material derived from **Crawford’s Confidential Information** is **Confidential Information** and remains the property of **Crawford**. **Personal Information** is **Confidential Information**, regardless of whether it is designated as confidential or reasonably understood to be confidential.

“**Crawford**” means, collectively, Crawford & Company, Broadspire Services, Inc, and Broadspire Insurance Services, Inc. and their affiliated companies.

“**Personal Information**” is a subset of **Confidential Information** and means all data that identifies, or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card debit card or financial account number, medical records, driver’s license, social security number, marital status, ethnicity, age, photograph, customer

---

<sup>1</sup> Terms that are initial capped and in bold are defined in this Agreement. Terms that are only initial capped have the same meaning as defined in the Joint Stipulation Regarding Class Action Settlement and Release.



## SERVICES AGREEMENT

identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

“**Personnel**” means **Settlement Administrator**’s employees, **Representatives**, **Authorized Persons**, or approved independent contractors, who are assigned to perform **Services**.

“**Representatives**” means employees, agents, consultants, attorneys, insurers, or auditors.

“**Services**” means any task to be performed by **Settlement Administrator**, including, without limitation, delivery, installation, implementation, integration, and training, and the services referred to in the Recitals section above.

### AGREEMENT

#### 1. **CONFIDENTIALITY AND NONDISCLOSURE.**

##### 1.1. *Confidentiality.*

The **Parties** agree any disclosure of **Confidential Information** under this **Agreement** will be governed by the following terms:

- a) **Settlement Administrator** shall:
  - (i) not disclose **Confidential Information** to any third party without **Crawford**’s prior written consent, except as expressly set forth in Section 1.1(c);
  - (ii) take security precautions meeting or exceeding industry standards of care for the protection of **Confidential Information** and in accordance with all applicable privacy and security laws and regulations;
  - (iii) not use **Confidential Information** in any manner to **Crawford**’s detriment; and only use **Crawford Confidential Information** to the extent necessary to provide the **Services** to **Crawford** (**Crawford Confidential Information** or information aggregated or derived from **Crawford Confidential Information** shall not be used for the benefit of any third party).
- b) **Settlement Administrator** acknowledges that it may receive material non-public information required to be kept confidential under the Securities Exchange Act of 1934. **Settlement Administrator** acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of **Settlement Administrator** and any employees involved in the unlawful disclosure or use of such information.
- c) **Settlement Administrator** may only disclose **Confidential Information**:
  - (i) To its Representatives and to its **Affiliates’ Representatives** on a need to know basis and only in relation to performing the **Settlement Administrator**’s duties under this or a future agreement between the **Parties** to this **Agreement**. Such **Representatives** are subject to the confidentiality duties and obligations contained in this **Agreement**.
  - (ii) If **Settlement Administrator** is required to do so by law or court order, provided **Settlement Administrator** gives **Crawford** prior written notice (to the extent legally permitted) and reasonable assistance to allow **Crawford** the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that **Crawford** waives compliance with these provisions, the **Settlement Administrator** agrees to furnish only that portion of the **Confidential Information** which the **Settlement Administrator** is legally required to furnish and will exercise its best efforts to obtain assurances that any **Confidential Information** disclosed will be treated as confidential.
  - (iii) **Personal Information** can only be made available to **Authorized Persons**, and only if third parties that constitute such **Authorized Persons** have entered into a written agreement no less protective of the **Personal Information** than what is contained in this **Agreement**; no other individuals or third parties should be provided with access to **Personal Information** without **Crawford**’s prior written and signed



## SERVICES AGREEMENT

consent that expressly references this **Agreement**. **Settlement Administrator** is responsible for its **Authorized Persons**, including any acts and omissions that violate requirements in this **Agreement**. **Settlement Administrator** shall only use **Crawford Confidential Information** to the extent necessary to provide the **Services to Crawford**; **Crawford Confidential Information** (or information aggregated or derived from **Crawford Confidential Information**) shall not be used for the benefit of any third party.

- d) **Settlement Administrator** represents and warrants that its processing, storage, and transmission of **Personal Information** does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this **Agreement**. **Settlement Administrator** certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to **Crawford**, and agrees that it will not: sell **Personal Information**; retain, disclose, or use **Personal Information** for any purpose other than providing the **Services to Crawford** as set forth in this **Agreement**; or retain or use **Personal Information** outside of this direct business relationship between **Settlement Administrator** and **Crawford**. At **Crawford's** request, **Settlement Administrator** will delete from its records any **Personal Information** that was provided or collected by **Crawford** or on its behalf.

### 1.2 *No License; Warranty.*

- a) All **Confidential Information** is and shall remain the property of **Crawford**. Nothing in this **Agreement** is intended to grant any express or implied right to **Settlement Administrator** to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this **Agreement**.
- b) **Crawford** represents and warrants that it has the right to disclose any **Confidential Information** provided to the **Settlement Administrator**, without violating or infringing any agreement with or right of any other person or company. Except for the preceding warranty, all **Confidential Information** shared between the **Parties** is provided "AS-IS" without warranty of any kind, and nothing in this **Agreement** shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

### 1.3 *Publicity.*

**Settlement Administrator** shall not publicize its business relationship with **Crawford** without the prior written authorization of an officer of **Crawford**. **Settlement Administrator** agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies **Crawford** in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio or television station or network, or Internet site or outlet are included within the foregoing prohibition.

### 1.4 *Consumer Rights Requests.*

If a current and/or former **Crawford** employee contacts the **Settlement Administrator** with a request to provide a copy of or delete his or her **Confidential Information** ("**Consumer Rights Request**"), **Settlement Administrator** shall take the following steps :

- a) **Settlement Administrator** shall notify **Crawford** in writing within five (5) calendar days of the **Consumer Rights Request** by providing **Crawford** with a copy of the **Consumer Rights Request** by sending it by email to [privacy@us.crawco.com](mailto:privacy@us.crawco.com), with copies to [julie.dunne@us.dlapiper.com](mailto:julie.dunne@us.dlapiper.com) and [taylor.wemmer@us.dlapiper.com](mailto:taylor.wemmer@us.dlapiper.com). **Settlement Administrator** shall also promptly provide **Crawford** with any subsequent communications relating to the **Consumer Rights Request**.
- b) The **Settlement Administrator** shall respond to the **Consumer Rights Request** in writing or electronically to state that the request will not be acted upon because **Settlement Administrator** is a service provider and that the **Consumer Rights Request** must be submitted directly to **Crawford**. **Settlement Administrator** shall not otherwise communicate with any current and/or former **Crawford** employee regarding his or her **Consumer Rights Request** unless directed by **Crawford**.



## SERVICES AGREEMENT

- c) If **Crawford** has an obligation under the **Consumer Rights Request**, promptly upon **Crawford's** request, **Settlement Administrator** shall cooperate with **Crawford** and provide a copy of or delete the current and/or former **Crawford** employees' **Confidential Information** as requested.

### 2. INFORMATION SECURITY.

#### 2.1. Safeguards.

**Settlement Administrator** represents and warrants that it has, and will maintain for the term of this **Agreement** and for as long as it accesses, processes, stores, or transmits **Crawford Confidential Information**, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The **Security Program** shall apply to all locations, systems, devices and equipment used by **Settlement Administrator** (or any vendors, subcontractors, or third parties retained by **Settlement Administrator**) to access, process, store, or transmit **Crawford Confidential Information** ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the **Settlement Administrator Systems** and the **Crawford Confidential Information** that those **Settlement Administrator Systems** process, store, or transmit ("**Safeguards**"). **Settlement Administrator** shall regularly test and monitor the effectiveness of its **Safeguards**. At a minimum, and without limiting **Settlement Administrator's** obligations in this Section 2.1, the **Safeguards** shall: (i) encrypt all **Personal Information** in transmission and at rest; (ii) prevent the storage or transmission of **Confidential Information** on portable or mobile devices or media; (iii) use role-based access controls to restrict access to **Confidential Information** to **Authorized Persons**, and promptly revoke access for any **Authorized Person** whose job duties change such that they no longer need access to **Confidential Information**; (iv) secure all **Settlement Administrator Systems** according to an industry standard; (v) physically or logically segregate **Confidential Information** from information of **Settlement Administrator** or its other customers so that **Personal Information** is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all **Settlement Administrator Systems**; (vii) configure **Settlement Administrator Systems** to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for **Settlement Administrator Systems** that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent **Confidential Information** from being used in any development, test, quality assurance, or other non-production environment; (xi) keep **Confidential Information** within the territory and subject to the laws of the United States of America (unless **Crawford** provides prior written and signed consent that expressly references this **Agreement**); (xii) include appropriate personnel security precautions, such as background checks; and (xiii) keep any and all **Crawford** provided equipment in a secure location with appropriate physical security controls to restrict access to **Authorized Persons**. **Settlement Administrator** shall also train all **Authorized Persons** with access to **Crawford Personal Information** on appropriate privacy and information security practices and procedures.

#### 2.2. Assessments.

**Settlement Administrator** shall obtain an annual audit or assessment of the **Safeguards** which shall be conducted by an independent third party. **Crawford** shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with **Crawford** upon request. **Settlement Administrator** shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the **Safeguards**. **Crawford** shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination or review of **Settlement Administrator's** **Safeguards** and compliance with this Section 2 upon written request. **Settlement Administrator** shall fully cooperate with such request by providing access to knowledgeable personnel, **Settlement Administrator Systems**, documentation, and other reasonably requested information. Upon request from **Crawford**, **Settlement Administrator** shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by **Crawford** regarding **Settlement Administrator's** practices with respect to **Crawford Confidential Information** and **Settlement Administrator Systems**.





## SERVICES AGREEMENT

### 2.3. Security Breaches.

In the event that any **Settlement Administrator Systems** or **Crawford Confidential Information** that the **Settlement Administrator Systems** or the **Settlement Administrator** processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), **Settlement Administrator** shall immediately notify **Crawford** by email to [privacy@us.crawco.com](mailto:privacy@us.crawco.com), with copies to [julie.dunne@us.dlapiper.com](mailto:julie.dunne@us.dlapiper.com) and [taylor.wemmer@us.dlapiper.com](mailto:taylor.wemmer@us.dlapiper.com). In no event shall **Settlement Administrator** take more than twenty-four (24) hours to notify **Crawford** of a **Security Breach**. **Settlement Administrator** will, at its own expense, promptly investigate the cause and scope of the **Security Breach**, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). **Settlement Administrator** will cooperate at its own expense in every reasonable way to help **Crawford** mitigate potential misuse or further unauthorized use or disclosure of **Crawford Confidential Information** involved in the **Security Breach**; such cooperation will include, without limitation, providing **Crawford** with access to **Settlement Administrator Systems** affected, facilitating interviews with **Settlement Administrator Representatives** with relevant knowledge, and making available all relevant evidence (e.g. logs, files, records). **Settlement Administrator** shall provide **Crawford** with a point of contact who shall be able to assist **Crawford** in responding to and mitigating the effects of the **Security Breach** twenty-four (24) hours a day, seven (7) days a week. If requested by **Crawford**, **Settlement Administrator** shall be responsible for providing notification to individuals whose **Personal Information** was involved in the **Security Breach**, as well as to regulators, government authorities, consumer reporting agencies, and media; **Settlement Administrator** shall not provide any such notifications unless the contents of the communications are reviewed and approved by **Crawford**. **Settlement Administrator** shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any **Security Breach**.

### 2.4. Return and Destruction.

Upon termination of this **Agreement** or upon request of **Crawford**, **Settlement Administrator** shall, at **Crawford's** election, return or securely destroy all **Crawford Confidential Information** that has been provided to or obtained by **Settlement Administrator** in a manner that prevents any **Crawford Confidential Information** from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment **Settlement Administrator** shall also erase all hard drives and other equipment used to process, store, or transmit **Crawford Confidential Information** in a manner that prevents recovery or restoration of such **Confidential Information**. Upon request of **Crawford**, **Settlement Administrator** shall certify in writing that it has met its obligations under this Section 2.4.

## 3. PERSONNEL.

### 3.1. Background Investigation.

Before assigning any **Personnel** to provide **Services**, **Settlement Administrator** will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if **Settlement Administrator**, its **Representatives**, or **Personnel** are provided with or have access to **Crawford's Confidential Information**, **Settlement Administrator** shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide **Services** under this **Agreement**, and **Settlement Administrator** shall not permit any such individuals to access **Crawford Personal Information**.

### 3.2. Third Party Contractors.

**Settlement Administrator** will not subcontract any of its material obligations under this **Agreement** without **Crawford's** prior written consent. When seeking consent, **Settlement Administrator** will specify the components of the **Services** affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably



## SERVICES AGREEMENT

requested by **Crawford**. If **Settlement Administrator** receives **Crawford** consent to utilize subcontractors for any **Services**, **Settlement Administrator** will:

- a) be fully liable to **Crawford** for any **Services** provided by any subcontractor;
- b) remain obligated under this **Agreement** for providing **Services**;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this **Agreement** applicable to the **Services** provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that **Crawford** is an intended third-party beneficiary of its agreement with **Settlement Administrator**.

#### 4. **ADDITIONAL TERMS.**

##### 4.1. *Term.*

This **Agreement** shall become effective upon the **Effective Date** and shall remain in full force and effect until terminated by **Crawford** in writing.

##### 4.2. *Remedies.*

**Settlement Administrator** acknowledges and agrees that any violation of this **Agreement** will cause irreparable harm to **Crawford** and therefore acknowledges and agrees that **Crawford** may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

##### 4.3. *Attorney Fees.*

If **Crawford** brings an action against **Settlement Administrator** by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this **Agreement**, and is determined to be the prevailing party, **Settlement Administrator** is responsible for the payment of **Crawford**'s costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

##### 4.4. *Order of Precedence.*

In the event of a conflict between the terms of this **Agreement** and any other agreement between the **Parties**, the terms of this **Agreement** shall prevail.

##### 4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this **Agreement**, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this **Agreement** shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

##### 4.6. *Choice of Law.*

This **Agreement** shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of Georgia without regard to its conflict of laws principles. The state and federal courts located in the State of Georgia shall have exclusive jurisdiction to adjudicate any dispute.

##### 4.7. *Entire Agreement.*

This **Agreement** contains the entire understanding of the **Parties** with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this **Agreement** shall



## SERVICES AGREEMENT

be binding or valid, unless specifically incorporated by reference or attachment hereto. This **Agreement** may be amended only in writing and signed by both **Parties** to the **Agreement**.

### 4.8. *Modification.*

If **Crawford** determines that this **Agreement**, as applicable, must be modified as a result of a **Security Breach**, the **Parties** shall negotiate in good faith to make such modifications. If the **Parties** cannot agree on the terms of the modifications, **Crawford** shall be entitled to terminate the contract without penalty or cost other than payment to **Settlement Administrator** for services actually performed and costs actually incurred

### 4.9. *Severability.*

The **Parties** agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this **Agreement** shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

### 4.10. *Indemnification.*

**Settlement Administrator** will defend, indemnify, and hold harmless **Crawford** and its officers, directors, employees, agents, successors, and permitted assigns from and against any and all **Claims**.

**Settlement Administrator**, at its own expense, will defend any **Claim** and has the right to control the defense of such **Claim**, provided that **Crawford**, at its own expense, may engage separate counsel to participate in the defense of any **Claim** and **Settlement Administrator** agrees to cooperate fully with such counsel. **Settlement Administrator** and its counsel agree to keep **Crawford** and its counsel informed regarding the status of any **Claim** and cooperate fully with requests for information. Notwithstanding any other provisions of this **Agreement**, **Settlement Administrator** will not enter into any **Claim** settlements which (a) adversely affect the rights of **Crawford**; or (b) impose liabilities or obligations on **Crawford** which will not be satisfied by **Settlement Administrator's** payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the **Parties** hereto acknowledge and agree to be bound by the terms and conditions herein as of the **Effective Date**.

**PHOENIX CLASS ADMINISTRATION SOLUTIONS**

**CRAWFORD & COMPANY, BROADSPIRE SERVICES, INC., AND BROADSPIRE INSURANCE SERVICES, INC.**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_