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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

GABRIELA ANGEL, GUADALUPE CABRERA, JAQUELINE CHAMORRO, SAMANTHA HERNANDEZ, MAYRA MARTIN, VIVIAN PENA, EMPERATRIZ RAMIREZ, MARIA RODRIGUEZ, ROSARIO TORRES, JESSICA CASTILLO, individually and on behalf of all employees/former employees similarly situated,

Plaintiff,

vs.

ACADEMY AUTOMOBILE INSURANCE SERVICES, INC., a corporation, ALICO INSURANCE SERVICES, INC., a corporation; AGENDA INSURANCE SERVICES, INC., a corporation, ADELCO INSURANCE SERVICES, INC., a corporation, dba TOP VALUE INSURANCE SERVICES, MAGDY TAWIL, an individual, ADEL TAWIL, an individual, and DOES 1-100, inclusive,

Defendants.

Case No. BC545021

Judge Honorable Elihu M. Berle, Presiding

[CLASS ACTION]

**[PROPOSED] SIXTH AMENDED NOTICE
OF CLASS ACTION
SETTLEMENT**

**Complaint Filed: May 8, 2014
JURY TRIAL DEMANDED**

ABROLAT LAW PC
ATTORNEYS AT LAW
EL SEGUNDO

IMPORTANT NOTIFICATION TO POTENTIAL CLASS MEMBERS

IF YOU WERE EMPLOYED BY ACADEMY AUTOMOBILE INSURANCE SERVICES, INC., AGENDA INSURANCE, SERVICES, INC., ALICO INSURANCE, INC., ADELCO INSURANCE SERVICES, INC., AND/OR TOP VALUE INSURANCE SERVICES (COLLECTIVELY REFERRED TO AS “ACADEMY”) AT ANY TIME FROM MAY 8, 2010 THROUGH DECEMBER 27, 2017 AS AN HOURLY CUSTOMER SERVICE REPRESENTATIVE, YOU MAY BE ENTITLED TO PAYMENT AS A CLASS MEMBER IN A CLASS ACTION SETTLEMENT.

A \$1,175,000.00 SETTLEMENT FUND HAS BEEN CREATED TO PAY CLAIMS OF CLASS MEMBERS IN ORDER TO SETTLE A WAGE AND HOUR LAWSUIT.

YOUR ANTICIPATED MINIMUM ALLOCATION OF THE SETTLEMENT FUND UNLESS YOU OPT-OUT OF THE SETTLEMENT IS [\$\$AMOUNT]. THIS IS BASED UPON THE UNDERSTANDING THAT YOU WORKED [##WEEKS] FOR ACADEMY DURING THE RELEVANT PERIOD.

YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS, WHETHER YOU ACT OR DO NOT ACT.

THE LOS ANGELES COUNTY SUPERIOR COURT HAS AUTHORIZED THIS NOTICE. THIS IS NOT A LAWSUIT AGAINST YOU, AND THIS IS NOT A SOLICITATION FROM A LAWYER.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

EXCLUDE YOURSELF	If you exclude yourself by opting out of the class, you get no payment but you retain your right to pursue your claims against Defendants in a separate action or proceeding. The deadline for excluding yourself from this Settlement is August 27, 2018.
OBJECT	If you disagree with the proposed Settlement, you may submit an objection. You may also appear in Court and explain why you do not like the Settlement or use an attorney to appear for you at your expense. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If you object, this does not mean you opt-out of the class. As explained below, if you opt out of the class, you will not be permitted to object to the settlement terms. The deadline for objecting to this Settlement is August 27, 2018.
DO NOTHING	If you do nothing, you will receive a payment and release claims.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because Defendants' records show that you were employed at Academy at some point from May 8, 2010 through December 27, 2017 as an hourly employee performing duties of a customer service representative. All Class Members are receiving a Notice.

The Court has granted preliminary approval of a proposed Settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant Final Approval of the proposed Settlement.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for benefits, and how to get these benefits.

The Court in charge of the case is the Superior Court of the State of California, County of Los Angeles, and the case is known as *Gabriela Angel, et al. v. Academy Insurance, Inc., et al.* (Case No. BC545021).

DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS. THE COURT WILL NOT ANSWER ANY OF YOUR QUESTIONS.

2. What is this lawsuit about?

The lawsuit claims that Defendants: (1) failed to pay overtime; (2) failed to pay employees all wages due at the time of discharge or resignation from employment; (3) failed to provide proper rest and meal breaks; (4) failed to provide complete and accurate wage statements to its employees; (5) failed to pay wages for all time worked; (6) failed to reimburse business expenses; (7) violated Business & Professions Code sections 17200 *et seq.*; and (8) improperly charged employees for shortages.

1 Defendants deny any liability or wrongdoing of any kind in connection with Plaintiffs' claims. In order
2 to avoid the time and expense of proceeding with the lawsuit through a trial, appeals, and final
3 judgment, the Named Plaintiffs and Defendants agreed to enter into a settlement of this case
4 ("Settlement").

5 Both Defendants and Class Counsel encourage you to consider this to be a fair settlement.

6 **3. What is a class action?**

7 In a class action, one or more people, called Class Representatives (in this case, Gabriela Angel,
8 Guadalupe Cabrera, Jacqueline Chamorro, Samantha Hernandez, Mayra Martin, Vivian Pena,
9 Emperatriz Ramirez, Maria Rodriguez, Rosario Torres and Jessica Castillo), file a lawsuit on behalf of
10 people who they believe have similar claims ("Class Members"). The individuals or companies who are
being sued are known as Defendants. The Court will resolve the issues for all Class Members, except for
those who exclude themselves from the Class.

11 **4. What is a settlement?**

12 A class action Settlement occurs when Class Representatives and Defendants decide to settle the case
13 rather than seek a decision from a judge or jury. The proposed Settlement must be approved by the
14 Court. This happens in two stages. First, if the Court is satisfied that the proposed Settlement appears
15 fair, adequate and reasonable, it grants preliminary approval and orders that a Notice like this be sent to
16 the Class Members. Class Members can then request exclusion, or object to the proposed Settlement.
17 Once Class Members have had an opportunity to make this decision, the Court reviews this
18 information - and submissions by all interested persons - and decides whether to grant final approval of
the Settlement. If the Court grants final approval, the Class Members who did not ask to be excluded
will become Settlement Class Members and will be paid out of the Settlement monies in exchange for a
release of claims.

19 **WHO IS INCLUDED IN THE SETTLEMENT**

20 **5. How do I know if I am part of the Settlement?**

21 Any current and former employee who fits the following description is considered a Class Member:

22 All individuals who have been employed or are currently employed by Academy as hourly "customer
23 service representatives" within California at any time from May 8, 2010 to December 27, 2017.

24 **6. I am still not sure if I am included.**

25 If you received this notice, it is likely you qualify to participate. If you do not meet the definition of
26 Customer Service Representative during the relevant time period described in Section 5, above, you may
27 contact ILYM Group, Inc., the claims administrator, at the address listed in Section 12 below.

28 **THE SETTLEMENT BENEFITS - WHAT YOU GET**

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7. What does the settlement provide?

Defendants have agreed to create a fund of \$1,175,000 to be divided among all Class Members who participate. This fund will also pay for Plaintiffs' attorneys' fees and costs, enhancements to the Class Representatives, and other payments made pursuant to this Settlement.

8. How much will my payment be?

Your minimum share of the fund is listed above. Your share of the Settlement will depend on: a) how many weeks you worked for Academy from May 8, 2010 through December 27, 2017; b) the amount of attorneys' fees and costs, and enhancement payments approved by the Court; and c) how many Class Members, if any, opt out of the Settlement.

Standard payroll taxes will be taken from one tenth of the settlement amount you receive to be considered wages. The other 90 percent will be paid to you with IRS form I 099s to be considered reimbursements for work-related expenses, interest damages, and non-wage damages. You alone are responsible for paying any appropriate taxes on the latter amount.

HOW YOU GET A PAYMENT

9. How can I get a payment?

You will receive a payment unless you timely opt-out of this Settlement.

10. When would I get my payment?

The Court will hold a hearing on September 27, 2018 at 9:00 a.m., subject to change by the Court, to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. Resolving any appeals can take time, perhaps more than a year. Please be patient. However, if the Court approves the Settlement at the hearing and there are no appeals, payments will be made within a month after the final approval, hopefully shortly after the hearing.

11. What am I giving up to get a payment?

Unless you exclude yourself, you will remain part of the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for claims alleged by the Class Representatives in the Complaint, as well as known and unknown claims which could have been brought based on the factual allegations contained in the Complaint, including but not limited to claims for unpaid wages, unpaid overtime, record-keeping violations, paycheck violations, meal period and rest period violations, "waiting time" penalties, shortages violations, and failure to reimburse business expenses, which arose from May 8, 2010 through December 27, 2017. This Release is final.

You can review the exact language of the release by reviewing the Settlement. See the "Getting More Information" section of this Notice to learn how to access a copy of the Settlement.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendants on your own regarding the legal issues in this case, then you must exclude yourself from the Settlement. This is called "opting out" of the Class. If you exclude yourself from the Settlement, you will not receive any payment at all from this Settlement.

12. How do I request to be excluded from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *Gabriela Angel, et al. v. Academy Insurance, Inc., et al.* (Case No. BC545021). Be sure to include your name, mailing address, email address (if any), telephone number, and your signature. You must mail your exclusion request postmarked (no later than **August 27, 2017**) to:

ILYM Group, Inc.
14771 Plaza Drive, Unit L
Tustin, CA 92780

If you ask to be excluded you will not receive any settlement payments and you cannot object to the Settlement. You will not be legally bound by anything that happens in his lawsuit. You will be able to sue or continue to sue Defendants in the future. If you have a pending lawsuit, speak to your lawyer in that case immediately. You may need to exclude yourself from this Class to continue your own lawsuit.

13. What happens if I do nothing?

If you do nothing regarding this notice, your rights will still be affected. You will receive payment under the settlement, as set forth in this Notice. As a result, you will also lose the right to object to the Settlement. You will be legally bound by all of the orders and judgments of the Court in this case. You will give up your right to sue Defendants for claims that this settlement resolves.

THE LAWYERS REPRESENTING THE CLASS

14. Do I have a lawyer in this case?

Abrolat Law pc represents Class Members and is called the Class Counsel. Class Counsel will be paid from the settlement amount, so you will not be charged personally for the firm's work on this case and in negotiating this settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court to approve the payment of \$391,666.70 for attorneys' fees (33 1/3% of the total) and up to \$50,000 for costs and expenses associated with investigating the facts, litigating the case, conducting discovery, and negotiating the settlement. A request for payment not to exceed \$10,000 will also be made to the Court for the costs of the Claims Administrator administering the Settlement.

1 Additionally, Plaintiff will request an award from the Court of a total payment of up to \$85,000 to be
2 made to the ten Class Representatives (Gabriela Angel, Guadalupe Cabrera, Jacqueline Chamorro,
3 Samantha Hernandez, Mayra Martin, Vivian Pena, Emperatriz Ramirez, Maria Rodriguez, Rosario
4 Torres and Jessica Castillo) for their work in bringing this lawsuit and in exchange for them waiving a
5 much broader array of personal claims than you are waiving.

6 The Court may award less than these amounts. Defendants have agreed not to oppose Class Counsel's
7 request for fees and expenses.

8 **OBJECTING TO THE SETTLEMENT**

9 **16. How do I tell the Court that I do not like the Settlement?**

10 If you think that the proposed Settlement is unfair, inadequate or unreasonable, you may object to the
11 proposed Settlement. If you want to object to all or any part of the Settlement, you must send the Court
12 and all parties a notice of intention to appear, along with any papers for the Court to consider. You must
13 mail or personally deliver copies of your objection to the addresses listed below postmarked no later
14 than August 27, 2018:

15 ILYM Group, Inc.
16 14771 Plaza Drive, Unit L
17 Tustin, CA 92780

18 Pursuant to the Settlement Agreement, the Settlement Administrator will send any objections
19 received to the Court and Counsel.

20 **17. What's the difference between objecting and "Opting Out"?**

21 Objecting is simply telling the Court that you do not like something about the Settlement. You can
22 object only if you stay in the Class. Excluding yourself from the Settlement or "opting out" is telling the
23 Court that you do not want to be part of the Class or receive any payment from the Settlement. If you
24 exclude yourself, you have no basis to object because the case no longer affects you.

25 **18. What if I think the workweeks used to calculate my allocation are wrong?**

26 If you want to challenge the information about how many weeks you worked, listed on the first page of
27 this Notice, then you must submit a written, signed challenge along with supporting documents, if any
28 exist, to the Settlement Administrator at the address provided below postmarked by deadline date of
August 27, 2018.

29 **19. What happens if I do nothing at all?**

30 By doing nothing, you will also lose your right to object. Doing nothing means you choose not to opt
31 out. See Question 14 for more details about "doing nothing."

32 **THE COURT'S FINAL APPROVAL FAIRNESS HEARING**

33 **20. When and where will the Court decide whether to approve the Settlement?**

1 The Court will hold a Final Approval Fairness Hearing at September 27, 2018 on 9:00 a.m., at the
2 Superior Court of California, County of Los Angeles, Courtroom No. 6, 312 North Spring Street, Los
3 Angeles, CA, before Honorable Judge Elihu M. Berle. At this hearing the Court will consider whether
4 the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.
After the hearing, the Court will decide whether to approve the Settlement.

5 **21. May I attend the hearing and speak?**

6 Anyone may attend this hearing. If you are a Class Member and wish to speak, you must file and serve
7 an objection (as described above under Question 17), before you can speak at the hearing. You may also
8 pay your own lawyer to attend, but it is not necessary.

9 **GETTING MORE INFORMATION**

10 **22. Are there more details about the Settlement?**

11 This Notice summarizes the proposed Settlement. For a more detailed statement of the matters involved
12 in the Action and the proposed Settlement, you can view a copy of the proposed Settlement and other
13 key documents in this case at the following web address:
www.AbrolatLaw.com/AcademySettlement.htm.

14 You contact the SETTLEMENT ADMINISTRATOR by calling 1-888-845-6185 toll free, or write to
15 [ILYMP GROUP, INC.],

16 14771 Plaza Drive, Unit L, Tustin, CA 92780.

17 You may also speak to Class Counsel, Nancy Abrolat, Abrolat Law pc, 840 Apollo Street, Suite 300, El
18 Segundo, California 90245, 310-615-0008; e-mail: Firm@AbrolatLaw.com.

19 **DO NOT CALL THE COURT**