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*Attorneys for Plaintiffs, individually and on behalf of
all others similarly situated and aggrieved*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

**TRICIA YEOMANS, ISMAIL
CHRAIBI, ADRIAN RODRIGUEZ,
ROBERT JENKINS, DOROTHY
JENKINS, CAMERON BRADFORD
and FATEMEH ABTAHI**, individually
and on behalf of all others similarly
situated and aggrieved,

Plaintiffs,

v.

**WORLD FINANCIAL GROUP
INSURANCE AGENCY, INC., a**
California corporation;
WORLD FINANCIAL GROUP, INC., a
Georgia corporation; and **DOES 1 to 100**,
inclusive,

Defendants.

Case No. CGC-18-572397
(Hon. Christine Van Aken, Dept. 301)

CLASS ACTION

~~PROPOSED~~ *gem* FINAL JUDGMENT

DATE: October 27, 2025
TIME: 9:30 a.m.
DEPT: 301

Action Filed: December 28, 2018
Removed: February 13, 2019
Remanded: July 31, 2024

FILED
San Francisco County Superior Court

OCT 30 2025

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

1 On October 27, 2025, Plaintiffs' Motion for Final Approval of the Class Action and PAGA
2 Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payments
3 (collectively, the "Motions") were heard. Appearances were as stated in the record. Having
4 considered the motion, the Settlement Agreement, all supporting documents, and the arguments of
5 counsel, and GOOD CAUSE having been shown, Plaintiff's motion is GRANTED.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Court hereby approves the parties' proposed Class Action and PAGA Settlement
8 Agreement entered into between the Parties, as follows:

9 1. This Final Judgment incorporates by reference the definitions of the Settlement
10 Agreement as though fully set forth herein, and all capitalized terms used herein shall have the same
11 meaning as set forth in the Settlement Agreement.

12 2. The Class is defined as: "[A]ll persons who: (1) were designated by Defendants as
13 independent contractors; and (2) who performed services for Defendants in the State California
14 during the Class Period under the title of Training Associate, Associate, Senior Associate, Marketing
15 Director, and/or Senior Marketing Director (or if any such person is incompetent, deceased, or
16 unavailable due to military service, the person's legal representative or successor in interest
17 evidenced by reasonable verification)".

18 3. The Class does not extend to, or include, the class members who timely opted out of
19 the settlement, a list of which is attached hereto as Exhibit A.

20 4. The Court finds and determines that the parties have satisfied the requirements of
21 Section 2699(1)(2) of PAGA, by submitting the Settlement Agreement to the Labor Workforce and
22 Development Agency ("LWDA").

23 5. The Court APPROVES the parties' Settlement Agreement and the Gross Settlement
24 Amount of \$65,000,000.00 to be allocated according to the Settlement Agreement.

25 6. The Court APPROVES and ORDERS the allocation of Service Payments in the
26 amount of \$40,000 each to Plaintiffs Tricia Yeomans, Ismail Chraibi, Robert Jenkins, Dorothy
27 Jenkins, Cameron Bradford, and Fatemeh Abtahi, and \$20,000 to former Plaintiff Adrian Rodriguez
28 (\$260,000 combined) in recognition of their role in prosecuting the Action on behalf of Class

1 Members.

2 7. The Court APPROVES and ORDERS the allocation for claims for civil penalties
3 under PAGA in the amount of in the amount of \$3,250,000 as: (a) seventy-five percent (75%) of
4 the PAGA Penalties as a LWDA PAGA Payment to the LWDA; and (b) twenty-five percent (25%)
5 of the PAGA Penalties as Individual PAGA Payments to the Aggrieved Group Members.

6 8. The Court APPROVES and ORDERS the allocation of \$18,200,000 in attorneys'
7 fees and \$191,992.45 in litigation costs.

8 9. The Court APPROVES and ORDERS the allocation of \$900,000 to Verita, Inc. for
9 Administration Expenses Payment.

10 10. By operation of the entry of this Final Judgment, and pursuant to the Settlement, as
11 of the Effective Date of the Settlement, and only after Defendants have fully funded the Gross
12 Settlement Amount, all Participating Class Members shall be deemed to have released the Released
13 Parties from all Released Class Claims. As of the Effective Date of the Settlement, and only after
14 Defendants have fully funded the Gross Settlement Amount, all Aggrieved Group Members and
15 the State of California shall be deemed to have released the Released Parties from all Released
16 PAGA Claims. The scope of the release is as follows:

17 a. "Released Class Claims" means all causes of action and factual or legal theories that
18 were alleged in the operative Third Amended Complaint ("TAC") in the Action, or
19 reasonably could have been alleged based on the facts and legal theories contained
20 in the TAC, including all of the following claims for relief: (a) failure to pay
21 minimum wages; (b) failure to pay overtime wages; (c) failure to provide proper meal
22 periods, and to properly provide premium pay in lieu thereof; (d) failure to provide
23 proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure
24 to maintain adequate records; (e) failure to reimburse all reasonable and necessary
25 business expenses; (f) failure to provide complete, accurate, and/or properly
26 formatted wage statements; (g) unlawful deduction from wages; (h) waiting time
27 penalties; (i) quantum meruit/unjust enrichment; and (j) unfair business practices that
28 could have been premised on the claims, causes of action, or legal theories of relief
described above or on any of the claims, causes of action, or legal theories of relief
pleaded in the TAC (collectively, the "Released Claims"), including, but not limited
to, the allegation that Defendants misclassified Class Members as independent
contractors in relation to or arising out of the released claims. The period of the
Released Class Claims shall extend to the limits of the Class Period.

b. "Released PAGA Claims" means all claims for civil penalties under PAGA, as set
forth in Plaintiffs' PAGA Notices to the LWDA that could have been premised on

1 the claims, causes of action, or legal theories described above or any of the claims,
2 causes of action, or legal theories of relief pleaded in the TAC, including, but not
3 limited to, the allegation that Defendants misclassified Aggrieved Group Members
4 as independent contractors in relation to or arising out of the released claims. The
5 period of the Released PAGA Claims shall extend to the limits of the PAGA Period.

- 6 c. Plaintiffs' Release. Plaintiffs shall be bound by a complete California Civil Code
7 section 1542 release and waiver of all claims known and unknown, without
8 exception, except as may be prohibited by law.

9 11. Representatives and class members will take nothing from the action except as set
10 forth in the settlement agreement and the order granting final approval.

11 12. Without affecting the finality of the Judgment, the Court shall retain exclusive and
12 continuing jurisdiction after entry of judgment for (i) enforcing this Agreement and/or Judgment,
13 (ii) addressing settlement administration matters, and (iii) addressing such post Judgment matters as
14 are permitted by law.

15 9. This Judgment is the Final Judgment in the suit as to all Released Claims and shall
16 constitute a judgment for purposes of California Rule of Court 3.769(h).

17 IT IS SO ORDERED, ADJUDGED, AND DECREED.

18 Dated: 10/30/2015

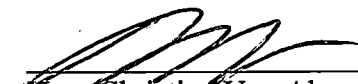
19 
20 Hon. Christine Van Aken
21 Judge of the Superior Court
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EXHIBIT A

Claim number	Last Name	First Name
BZ-423-908	ABAJYAN	ELIZA
QK-395-648	AISPURO	PERFECTO
KG-589-584	ANGELL	ROSNAWATI
TJ-697-185	ASCENCIO	KRISTINA
SM-515-322	BARKER	FELECIA
YQ-345-708	BAUTISTA	RAUL
VY-782-815	BAUTISTA	SILVIA
JM-761-844	BELTRAN	ALEZANDRA
RZ-957-502	BINWAG	ARD
EY-394-779	BORCHERS	ANTHONY
CW-933-993	BORCHERS	SCOTT
JH-148-684	bradford	raelene
MB-665-207	BRITO	ALIS
ZX-506-600	BROWN	CARLYN
FG-216-699	BRUSOLA	ROGER
GB-478-506	MANDIA	NOEMI
TT-589-762	CABALBAG	NICHOLAS
SJ-936-459	CAMARGO RODRIGUEZ	CIRILO
NS-999-368	CARABELL	CARMEL
JK-743-773	CATBAGAN	NATHANIEL
FR-870-151	CAVERTE	RAMIL
UD-968-332	CHADHA	RAVNEET
UH-410-143	CHADHA	SUMEET
TC-416-314	CHANG	PEIWEI
VK-510-767	CHEEMA	SUKHWINDER
WD-560-177	CHEN	CELIA
UF-468-389	CHEN	WEI YU
LN-179-732	CHEUNG	ALEXANDRIA
SU-645-495	CHIU	STELLA
DG-317-143	CLEMENS	MARIA
AV-290-526	COOK	JAMES
KJ-270-530	DHILLON	KAVNEET
WK-770-567	DIZON	REMY

SP-241-568	DOAN	THUY
JD-789-614	DUMLAO	JAMES
WX-607-385	DUONG	LOC
TJ-673-430	ENGLISH-ROMERO	MAE
JJ-152-116	FADJAR	WENNY
XM-121-715	FELTON	ROBIN
MZ-363-733	FERREIRA	ANGELICA
ZC-837-780	FIROUZAN	KAYVON
SD-864-196	FLORES	JAZMINE
UX-922-621	FRANK	SCOTT
QF-364-534	FREITAS	FELICIA
XB-535-951	FU	ZHANLING
VE-980-149	GILL	SARBJIT
GT-689-452	GOZALI	IRWIN
LW-959-148	GUAN	YANLING
VM-460-287	GUTIERREZ	MARIO
AN-312-145	HERNANDEZ	RHENELYN
BM-706-715	HINES	DAVID
ZF-271-611	HINZ	RICHARD
WG-844-822	HUYNH	DUNG
LQ-830-839	ISRAELYN	MARIANNA
XK-461-591	Jawe	BERIYO
UN-343-389	JOHN	OLUWATOYIN
QQ-568-125	JOSTAK	JEROME
ML-265-771	KASHIM	ZAINAB IMAN
MK-477-271	KAUR	JATINDER
RZ-986-313	KAUR	KIRAN
AB-452-589	KAUR	NARINDER
XY-865-266	KAWATA	ELLEN
UQ-212-322	KHURELBAATAR	ZOLJARGAL
LS-732-890	KLINGER	TANISHA
NY-698-698	KUNG	FAN CHI

TB-178-848	LE	BRIAN
TE-975-738	LE	CHRISTOPHER
XB-155-981	LE	ROSE
RZ-327-140	LEE	MAI
UE-348-733	LINDSEY	GARI
PB-788-974	LIU	YUE
UT-620-521	LOERA	LIZETT
YD-593-687	LU	YIHENG
CZ-137-920	MAEYAMA	KANAKO
ET-715-287	MAGANA	EMMANUEL
UC-912-696	MAMUYAC	JOSEPH
KD-610-140	MAZZELLA	PHILLIP
WU-941-631	MENA	CRISTINA
VK-206-696	MENTZ	ATIF
UF-655-145	MIAN	YITO
EP-289-784	MIURA	HEIDI
WH-637-106	MONTES	GUILLERMO
MW-685-173	MONTESINOS	CLARISSA
NJ-809-430	MONTIEL	EMMANUEL
KE-534-143	MOONJINDA	MUNCHUPORN
DU-656-392	MORENO	RODRIGO
CZ-559-426	NARWAL	ANKIT
FZ-540-432	NAVARRETE	JUAN ALEXIS
YY-291-106	NEFF	ELIZABETH
RU-583-561	NGUYEN	DUC
PH-303-115	NGUYEN	NGOC
TE-449-565	NGUYEN	QUANG
YG-923-374	NGUYEN	TRINH
WG-291-635	OGASAWARA	AKIRA
VX-696-630	OTITIGBE	OGHONORO
SV-302-760	PACIFICO	LORI FAYE
WX-381-175	PADILLA	ELISA
FA-121-761	PALABAY	HOLLIE
GX-195-406	PASION	JOAN
BG-463-517	PATTEN	JEFFREY

SQ-869-392	PEDRAJAS	ERMELYN
SQ-895-824	PEDRAJAS	PATRICK JOHN
JD-608-760	PHAM	ANH
VH-167-649	PICSON	KLAIRE
MP-731-370	PREUITT	MARILYN
YW-901-174	RAMIREZ	ANNA
SE-663-589	RAMOS	ANN
CK-908-931	RAMZAN	AUZEEF
UB-828-918	SAIPRASERT	POUNA
TR-269-878	SALDATE	KAREN
FA-294-934	SANDEL	CHERYL
FK-838-400	SHEPARD	DEBORAH
YQ-706-870	SHI	YE YING
UY-224-864	SHUM	ARIEL
XV-273-303	SIMNOWSKI	CATHRINE
ME-893-621	SIMNOWSKI	MICHAEL
KQ-882-693	SINGH	AMARJEET
TU-113-326	SINGH	BALBIR
JQ-202-677	SINGH	DALJIT
GL-600-763	SINGH	GURPREET
GE-756-268	SINGH	HARDEEP
AQ-835-175	SINGH	INDERJIT
VA-198-858	SINGH	KARMINDER
LW-154-277	SINGH	MAGHAR
ES-410-718	SINGH	RAJI
VH-204-947	SINGH	TEJINDER
HU-640-838	SMITH	MARCUS
AK-355-524	SODHANI	ARJUN
SL-619-743	SUCAB	FRANKLIN
SQ-890-596	SUN	ZHIPING
WG-990-977	TABACO	THELMA
QA-876-136	TAMAYO	LEA
XX-180-560	TANG	BRITTENY
VK-238-414	THOMAS	TAMIKA

TX-173-233	TICHY	JOSEF
RJ-118-993	TRAN	KIMVAN
PS-484-366	TRAN	THU
HU-300-202	VASQUEZ COLMENARES	MARIA ANGELICA
MV-878- 690	VENEGAS	VICTOR
AM-138- 835	VILLAFANA	REBECA E
JA-817-369	VYAWAHARE	PRAFULLA
AY-356-813	VYAWAHARE	SHUBHANGI
TN-330-514	WALDRON	PAMALA
AN-599-538	WANG	JIWON
XX-336-257	WANG	RUOSHI
NX-929-685	WARE	ROGER
WH-465- 744	WAYNE	MONICA
ST-958-912	XING	ROSE
AE-560-907	YANG	HEEJUNG
EU-482-248	YANG	MEESO
UF-318-384	YI	YANGGE
VY-333-227	YIAN	LI-SHIAN
YA-367-458	YIN	HUEY HWA
ZK-439-920	ZHOU	YUNYI
BF-553-152	ZUO	QIANHUI
XS-221-618	DEAKIN	DEREK
AT-296-245	JAHANBEGLOO	SHAHRIAR