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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

**KAITLYN LAMPING and SHERRY
MORROW**, on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

**VINCENT G HARRIS INSURANCE
AGENCY**, a California corporation; and **DOES**
1 through 100,

Defendants.

Case No. 34-2021-00297056-CU-OE-GDS

*[Assigned for all purposes to the Honorable
Lauri A. Damrell, Dept. 28]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: January 5, 2024

Time: 9:00 a.m.

Dept: 28

Complaint Filed: March 22, 2021

Trial Date: None set.

BY FAX



~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiffs Kaitlyn Lamping and Sherry Morrow ("Plaintiffs") for Final
3 Approval of Class Action Settlement, Class Representative Service Awards, and Attorneys' Fees
4 and Costs ("Final Approval Motion") came on regularly for hearing before this Court on January
5 5, 2024, at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order
6 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
7 Having considered the parties' Stipulation of Settlement ("Settlement Agreement" or
8 "Settlement"), and the documents and evidence presented in support thereof, and recognizing the
9 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
10 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
11 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the
12 product of good faith, arm's-length negotiations between the parties. Good cause appearing
13 therefor, the Court hereby GRANTS Plaintiffs' Final Approval Motion and hereby ORDERS the
14 following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt employees of Defendant Vincent G
20 Harris Insurance Agency who are or have been employed by Defendant
21 Vincent G Harris Insurance Agency in California at any time from March
22 22, 2017, through August 26, 2022 (the "Class Period").

23 3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines and Sean
24 M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

25 4. Notice was provided to Settlement Class members as set forth in the Settlement,
26 which was approved by the Court on August 15, 2023, and the notice process has been completed
27 in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds
28 that said notice was the best notice practicable under the circumstances. The Class Notice
provided due and adequate notice of the proceedings and matters set forth therein, informed

1 Settlement Class members of their rights, and fully satisfied the requirements of California Code
2 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, that
4 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
5 the Settlement supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
7 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
8 terms.

9 7. For purposes of settlement only, the Court finds that: (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
14 Settlement Class members; (d) the Class Representatives have fairly and adequately protected the
15 interests of the Settlement Class members; (e) a class action is superior to other available methods
16 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
17 counsel for the Class Representatives and the Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, this Order
19 shall be considered final as of the date of entry.

20 9. The Court finds that the Individual Settlement Awards, as provided for in the
21 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
22 distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

23 10. The Court orders Defendant Vincent G. Harris Insurance Agency ("Defendant")
24 to deposit the Gross Settlement Amount of \$200,000.00 with the Settlement Administrator,
25 Phoenix Settlement Administrators, within thirty (30) calendar days of the Effective Date.

26 11. The Court finds that a Service Award in the amount of \$10,000.00 to each Plaintiff,
27 for a total of \$20,000.00, is appropriate for Plaintiffs' risks undertaken and their services to the
28 Settlement Class. The Court finds that these payments are fair, reasonable, and adequate, and

1 orders that the Settlement Administrator make this payment in conformity with the terms of the
2 Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$66,666.67 and litigation
4 costs of \$8,084.55 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement.

7 13. The Court orders that the Settlement Administrator shall be paid \$5,500.00 from
8 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
9 done and to be done until the completion of this matter and finds that sum appropriate.

10 14. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$18,750.00 for its share of the settlement of
12 Plaintiffs' representative claims under the PAGA is fair, reasonable, and adequate, and orders the
13 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
14 of the Settlement.

15 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days after they are mailed shall be distributed to the Controller of the State of California
18 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
19 name of the Settlement Class member to whom the check was issued.

20 16. As of the Effective Date and upon Defendant's complete funding of the Gross
21 Settlement Amount, Plaintiffs and every member of the Settlement Class will release and
22 discharge Defendant and any of Defendant's officers, directors, employees, agents, principals,
23 representatives, attorneys, accountants, partners, investors, shareholders, administrators, insurers
24 and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, and assigns
25 (collectively, the "Released Parties") as follows: Settlement Class members (except those who
26 opt-out) shall release all claims, causes of action, and legal theories alleged or which could have
27 been alleged or otherwise raised based on the facts alleged in the Action, including: (1) failure to
28 pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)

1 failure to authorize and permit rest periods; (5) unlawful deductions from wages; (6) failure to
2 provide compliant wage statements; (7) waiting time penalties; and (8) any right or claim for
3 unfair business practices in violation of California Business & Professions Code sections 17200,
4 *et seq.*, based on the alleged failures set forth in (1) through (7) above ("Class Released Claims").
5 The period of the Class Released Claims shall extend to the limits of the Class Period. In addition,
6 all Settlement Class members (regardless of whether or not they opt out) who worked for
7 Defendant in California at any point from January 14, 2020, through August 26, 2022 (the "PAGA
8 Period") shall release the Released Parties from all claims for civil penalties under PAGA arising
9 during the PAGA Period as disclosed in Plaintiff Lamping's January 14, 2021 and Plaintiff
10 Morrow's March 5, 2021 Notification Letters to the Labor and Workforce Development Agency
11 ("LWDA") (the "PAGA Released Claims").

12 17. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a provision
15 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
16 The court may not enter an order dismissing the action at the same time as, or after, entry of
17 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
18 and this Judgment.

19 18. Plaintiffs shall file a Final Disbursement Declaration on or before January 3, 2025.

20 **IT IS SO ORDERED.**

21 Dated: January 5, 2024, 2023



22 
23 Honorable Lauri A. Damrell
24 Judge of the Superior Court

25 LAURI A. DAMRELL
26
27
28

LAURENCE A. DANIELS

