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

GENNINE MERRITT, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DMA CLAIMS, INC., a California
Corporation; DMA CLAIMS
MANAGEMENT, INC., an Illinois
Corporation; VENBROOK GROUP, LLC,
a Delaware Limited Liability Company;
VENBROOK INSURANCE SERVICES,
LLC, a California Limited Liability
Company; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 21STCV31200
*[Assigned to Hon. Judge Stuart M. Rice, Dept 1,
for all purposes]*

**DECLARATION OF PLAINTIFF
GENNINE MERRITT IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint filed: August 24, 2021

1 I, Gennine Merritt, state and declare:

2 1. I am the Plaintiff in the above captioned action and have personal knowledge of
3 all matters stated herein and could competently testify thereto.

4 2. I make this declaration in support of the motion for final approval of the class
5 action settlement. I believe that the settlement is fair and reasonable and constitutes a fair
6 resolution of the claims alleged.

7 3. During my employment with Defendant, I thought that there were issues with my pay
8 as well as my meal periods and rest breaks. Because of these issues, I started researching
9 California law and contacted attorneys regarding how I was treated.

10 4. I then contacted my attorneys (Lauby, Mankin & Lauby LLP and Bokhour Law
11 Group, P.C.) and understood that I had two options: (1) I could bring a class action to help all of
12 the employees, but I would have to put their interests ahead of my own, or (2) I could bring my
13 individual case and claims and attempt to maximize my individual recovery. This decision was
14 very difficult because I wanted to maximize my individual recovery, but I also wanted to help
15 everyone else that was wronged by the company. And, if I brought this as a class action, I was
16 worried that I might get labeled as a whistleblower, which might make it hard to find a job in the
17 future (which, unfortunately, did happen as I explain below). In the end, I decided that – despite
18 the risks – it was important to bring these claims as a class action to hold the company
19 accountable for how they treated their employees.

20 5. I respectfully request that the Court approve the agreed-upon service award for
21 the following reasons.

22 6. First, I have spent substantial time working on this case – between 75 and 80
23 hours engaged in activities to benefit the class. I have been an active participant in this litigation,
24 including assisting my attorneys in various ways and making myself available when needed. For
25 example, I have assisted my attorneys by compiling and analyzing substantial documentation
26 regarding the unpaid wage and meal break claims. This included an extensive search of emails
27 and review and tabulation of data in excel. In sum, I provided my attorneys with hundreds of
28 pages of documents (and maybe over 1,000) detailing pay policies, practices, and the method by

1 which Defendants paid the Class for specific insurance clients (*i.e.*, Geico, CSAA, USAA.
2 Sentry Insurance, etc.). I also helped to explain and discuss the company's practices and their
3 general practices and procedures, locating and analyzing company documents, among others. I
4 also assisted in preparation for mediation, helped obtain a highly favorable result for the class,
5 and reviewed all settlement documents and believe that this settlement is fair for the class.

6 7. Second, I respectfully request that the Court approve the agreed-upon service
7 award because I agreed to set aside my personal interests and to put the interests of the class
8 ahead or on par with my own. In fact, as a condition of this class action settlement, I was
9 required to compromise on and waive all possible individual claims against the company.
10 Although I did not have a case pending at the time, I was considering bringing a retaliation and
11 wrongful termination case for the way that I was treated. And I intended to pursue these claims
12 to recover significant lost wages and compensation for pain and suffering, but the proposed class
13 action settlement required me to waive all my claims in order to benefit all other employees that
14 were mistreated. Ultimately, I agreed to waive my individual claims without a separate
15 individual settlement (which potentially caused me to lose significant lost wages and other
16 damages) in exchange for a service award because I believed it was in the best interests of the
17 class members.

18 8. Third, by bringing this case as a class action, I undertook significant risks and
19 stresses at a high emotional cost without any guarantee of success. For example, filing this
20 lawsuit and being a whistle blower was stressful on a day-to-day basis as I have constantly
21 worried about the risk that this case could impact my ability to find future jobs, especially since a
22 simple Google search of my name discloses the existence of this case (which I believe will
23 impact my ability to get a new job). And, unfortunately, this risk was not just theoretical. Instead,
24 I believe that there have been at least 4 jobs that I applied and interviewed for but did not get
25 because I was seen as someone who sued her employer. In total, this resulted in at least 2 months
26 where I received no income at all – leading to about \$8,000 - \$10,000 in lost wages that I can
27 never get back. And this stress/risk lasted for the entire case, and I'm worried it will continue to
28 make it hard to find a job in the future since the case information is all available online.

9. Fourth, and finally, bringing this case also came with a major financial risk because, if I lost the case, I would be required to pay the company's costs, which could be over \$10,000, and there was a chance they could try to make me pay their attorneys' fees as well.

10. Therefore, I respectfully request that the Court award the full \$10,000 service award since that amount is justified based on the substantial time I spent on this case, my decision to waive valuable individual claims for retaliation and wrongful termination, the negative impact this case has had on finding employment, and the risks and stresses I faced and will continue to face to secure this class action settlement to benefit the other employees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on Apr 6, 2023, at Campbell, California.

By: Gennine Merritt
Gennine Merritt (Apr 6, 2023 09:57 PDT)
Gennine Merritt