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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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. Stuart M. Rice, Dept 1 for
all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Complaint Filed: August 24, 2021

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) came for a
3 hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed
4 by Defendants DMA Claims, Inc., DMA Claims Management, Inc., Venbrook Group, LLC, and
5 Venbrook Insurance Services, LLC (collectively, “Defendants”).

6 Having considered the Final Approval Motion, the Settlement Agreement, the
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Class, and the Court having considered the
11 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
12 comments received regarding the proposed settlement, and having reviewed the record in this
13 Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
16 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter over this Action, the Class
18 Representative, the Class Members, and Defendants.

19 3. The Court finds that the distribution of the Class Notice, as provided for in the
20 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
21 under the circumstances to all Class Members and fully met the requirements of California law
22 and due process under the California and United States Constitution. Based on evidence and
23 other material submitted, the actual notice to the class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the
25 claims alleged, and the Court finds in favor of settlement approval.

26 5. The Released Class Claims on behalf of the Participating Class Members
27 included:

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1 a. all claims that were alleged, or reasonably could have been alleged, based on
2 the facts stated in the Operative Complaint, including claims for failure to
3 provide meal and rest breaks, failure to pay for meal and rest break premiums
4 pay in lieu thereof and at the correct rates paid for same, pay overtime wages
5 and the correct rates paid for same, pay minimum or regular wages for all
6 hours worked, pay timely wages during employment, pay all earned and
7 accrued wages to discharged/separated employees, furnish accurate itemized
8 wage statements, maintain required payroll records, and indemnify employees
9 for business expenses, and based on violations of Labor Code sections 200-
10 204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174,
11 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, or Industrial
12 Welfare Commission Order #4, or Business and Professions Code section
13 17200, et seq., which are premised on the same allegations, and Cal. Code
14 Regs., tit. 8, section 11090 (the “Released Class Claims”).

15 6. The Released PAGA Claims on behalf of the Aggrieved Employees included.

16 a. all claims for PAGA penalties that were alleged, or reasonably could have
17 been alleged, based on the facts stated in the Operative Complaint and the
18 PAGA Notice, including violations premised on violation of Labor Code
19 sections 200-204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 226.7, 510,
20 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and
21 2802, and IWC Wage Order #4, and Cal. Code Regs., tit. 8, section 11090 (the
22 “Released PAGA Claims”).

23 7. There were no Objections to the Settlement, and one Request for Exclusion.

24 Thus, excluding the one opt-out, all other Class Members are Participating Class Members, who
25 are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment.
26 Likewise, all Aggrieved Employees (including the one opt-out) are entitled to an Individual
27 PAGA Payment, constituting a pro rata share of PAGA Penalties.

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1 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
2 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
3 Parties. The Parties are directed to perform in accordance with the terms set forth in the
4 Settlement Agreement.

5 9. The Parties are to bear their own costs, except as otherwise provided in the
6 Settlement Agreement.

7 10. For purposes of effectuating this Order and Judgment, this Court has certified the
8 following class: “all current and former non-exempt employees (i.e., meaning they are eligible to
9 receive overtime pay) of Defendants DMA, including all former employees of Defendant DMA
10 who were employed by Defendant Venbrook, who worked in California at any time during the
11 Class Period of August 23, 2017 to September 29, 2022.” The Court deems this definition
12 sufficient for purposes of California Rules of Court, rule 3.765(a).

13 11. With respect to the Class and for purposes of approving this Settlement, this Court
14 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
15 joinder of all members is impracticable; (b) there are questions of law or fact common to the
16 Class Members, and there is a well-defined community of interest among the Class Members
17 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
18 typical of the claims of the Class Members; (d) the Class Representative has fairly and
19 adequately protected the interests of the Class Members; (e) a class action is superior to other
20 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
21 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff
22 in her individual and representative capacity and for the Class.

23 12. By this Judgment, the Class Representative shall release, relinquish, and
24 discharge, and each of the Participating Class Members shall be deemed to have, and by
25 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
26 discharged all Released Class Claims, as defined in the Settlement Agreement.

27 13. Neither the Settlement Agreement nor the Settlement contained therein, nor any
28 act performed or document executed pursuant to or in furtherance of the Settlement Agreement

1 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
2 Participating Class Members as an admission of, or evidence of, the validity of any of the
3 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
4 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
5 Representative or Participating Class Members as an admission of, or evidence of, any fault or
6 omission of Defendants or any of the other Released Parties in any civil, criminal, or
7 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
8 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
9 this Action in any other action that may be brought against it or them in order to support a
10 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
11 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
12 or similar defense or counterclaim.

13 14. The Gross Settlement Amount to be paid under the Settlement Agreement is
14 \$750,000. From this amount, Class Counsel sought a Class Counsel Fee Payment of \$250,000,
15 Class Counsel Litigation Expenses of \$15,299.58, a Service Payment for Class Representative
16 Gennine Merritt of \$10,000, an Administrator Expenses Payment of \$6,000 to Phoenix
17 Settlement Administrators, and \$56,250 to the LWDA for PAGA penalties and \$18,750 to the
18 Aggrieved Employees for PAGA Penalties. Defendants do not oppose these requests. In
19 addition, and concurrently with paying the Settlement Amount, Defendants shall separately pay
20 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
21 shall be reported through the Settlement Administrator. The Court finds that the Settlement
22 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
23 Settlement Amount:

24 A) \$250,000 to Class Counsel for Class Counsel Fee Payment in light of the
25 benefit obtained on behalf of the Class, which shall be divided equally between Lauby
26 Mankin Lauby LLP and Bokhour Law Group;

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1 B) \$15,299.58 to Class Counsel for the Class Counsel Litigation Expenses,
2 which shall be allocated as \$8,149.58 to Lauby Mankin Lauby LLP and \$7,150 to
3 Bokhour Law Group;

4 C) \$10,000 to Class Representative Gennine Merritt as a Service Payment;

5 D) \$6,000 to the Settlement Administrator, Phoenix Settlement
6 Administrators;

7 E) \$56,250 to the LWDA;

8 F) \$18,750 to the Aggrieved Employees on a pro rata basis;

9 G) After deducting the foregoing payments from the Gross Settlement
10 Amount, the remainder shall form the Net Settlement Amount payable to the
11 Participating Class Members as set forth in the Settlement Agreement and as calculated
12 by the Settlement Administrator.

13 15. The Settlement Administrator is directed to calculate the Participating Class
14 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
15 Payments and issue all payments within in accordance with the Settlement Agreement and this
16 Order/Judgment.

17 16. Concurrently with mailing the settlement checks to the Participating Class
18 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
19 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
20 check for the Participating Class Members, noting the following: "Please be advised that on
21 [insert date], 2023, the Superior Court of California for the County of Los Angeles entered
22 Judgment in the case entitled *Merritt v. DMA Claims et al.*, pending in Superior Court of the
23 State of California, County of Los Angeles, Case No. 21STCV31200, on behalf of all current
24 and former non-exempt employees (i.e., meaning they are eligible to receive overtime pay) of
25 Defendants DMA, including all former employees of Defendant DMA who were employed by
26 Defendant Venbrook, who worked in California at any time during the Class Period of August
27 23, 2017 to September 29, 2022."

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1 17. The Class Members shall have 180 days to negotiate the settlement check from
2 the date of issuance by the Settlement Administrator. In the event that a Class Member does not
3 negotiate his/her check within this time period, the check will be canceled. The value of the
4 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
5 a settlement check shall be issued to the State Controller's Office for the State of California in
6 the name of the Class Member.

7 18. The following dates shall govern for purposes of this implementing this
8 Order/Judgment:

9 Date this Order is entered (if there are no 10 objections)	The Effective Date occurs.
11 Within 14 days of the Effective Date	Defendant shall issue the payment to the Settlement Administrator.
12 Within 10 days after receipt of Payment	Settlement Administrator to issue all 13 Individual Class Payments to the 14 Participating Class Members, Individual 15 PAGA Payments to the Aggrieved 16 Employees, payment to Class Counsel for 17 the Class Counsel Fee Payment and 18 Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
19 180 days after payment is issued	Deadline for Class Members to cash checks.
20 30 days after the 180-day check cashing 21 deadline	Counsel to file a declaration from the 22 Settlement Administrator setting forth the 23 disbursements that were actually made, 24 including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
25 TBD	Non-appearance hearing re: status of 26 disbursement, filing of Declaration from Administrator.

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1 19. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

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8 Dated: _____

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT