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Attorneys for Plaintiff Theresa Catherine Porter Brown

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

THERESA CATHERINE PORTER BROWN,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

ACRISURE OF CALIFORNIA, LLC, a limited
liability company dba SHOREPOINT
INSURANCE SERVICES; and DOES 1 through
10, inclusive,

Defendants

Case No.: 30-2022-01276438-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. William Claster]

**SUPPLEMENTAL DECLARATION OF
KANE MOON IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

CONTINUED PRELIMINARY APPROVAL
HEARING

Date: January 5, 2024
Time: 9:00 a.m.
Dept: CX101

I, KANE MOON, declare as follows:

2. On October 27, 2023, the Superior Court of California, County of Orange, Department CX101, issued a Minute Order for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The Minute Order continued the hearing, so that the Parties can remedy the noted issues.

4. A true and correct copy of the fully executed First Amendment to Joint Stipulation of Class Action and PAGA Representative Action Settlement Agreement (“First Amendment”) is attached to the instant Declaration as **Exhibit A**. The First Amendment, as well as this further briefing, was submitted as a set to the Labor and Workforce Development Agency on December 20, 2023. A true and correct copy of the submission confirmation email is attached to the instant Declaration as **Exhibit B**.

ISSUES	RESPONSE
5. <i>As to the Settlement:</i> [1] Please provide 60 days, rather than 45, for opt-outs, objections, and workweek disputes.	6. The First Amendment amends the definition of “Response Deadline” to provide for 60 days for opt-outs, objections, and workweek disputes. (First Amendment, p.2)
7. [2] Did counsel interview any class members other than Plaintiff?	8. Counsel for Plaintiff informally interviewed class members other than Plaintiff.
9. [3] Does the UCL claim have any independent value, or does it simply extend the limitations period?	10. The UCL claims simply extends the statute of limitations period.
11. [4] Per ¶ 31 of the agreement, the “Released PAGA Claims” are “any and all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in the Complaint.” Please amend this to ensure only PAGA claims, not any and all claims, are released.	12. The First Amendment amends Paragraph 31 of the Settlement Agreement to clarify that the “Released PAGA Claims” is limited to PAGA claims. (First Amendment, p. 1)
13. [5] At final approval, please submit contemporaneously made billing records for attorney’s fees and costs. The Court will not be inclined to award an amount of fees and costs greater than the amount stated in the notice.	14. Counsel for Plaintiff will comply with this Order.

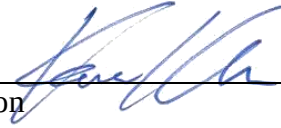
15. [6] At final approval, please submit billing records for administrative costs. The Court will not be inclined to award administrative costs in an amount greater than the amount stated in the notice.	16. Counsel for Plaintiff will comply with this Order.
17. [7] Because Plaintiff has provided a declaration regarding her requested enhancement, no declaration is required at final approval.	18. Counsel for Plaintiff will comply with this Order.
19. [8] At final approval, the administrator is to provide a high, low, and average for individual settlement payments, along with Plaintiff's individual payout.	20. Counsel for Plaintiff will comply with this Order.
21. <i>As to the Notice:</i> [1] In section VII of the notice, please change CX104 to CX101.	22. The First Amendment changes VII and Section V of the notice to CX 101. (First Amendment, p.3)
23. [1] If any changes are made to the settlement agreement, please make corresponding changes to the notice.	24. All changes to the Settlement Agreement have been incorporated to the Notice, including the changed definition of the Released PAGA Claims. (First Amendment, p. 2). The Response Deadline amendment will be incorporated upon mailing.
25. [3] The font size in the actual notice may not be smaller than the font size in the proposed notice provided to the Court.	26. Counsel for Plaintiff will ensure the administrator complies with this order.

I declare under penalty of perjury, under the laws of the State of California and the

1 United States, that the foregoing is true and correct.

2 Executed on December 20, 2023, at Los Angeles, California.

3
4
5 Kane Moon



1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **June 20, 2022**, I served the foregoing document described as:

5 **SUPPLEMENTAL DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S**
6 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

7 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
addressed as follows:

8
9 ATTORNEYS FOR DEFENDANT, ACRISURE OF CALIFORNIA LLC

10
11 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
parties to accept electronic service, I caused the documents to be sent to the persons at
12 the electronic service addresses listed above via third-party cloud service
CASEANYWHERE.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed this, **December 20, 2023** at Los Angeles, California.

16 Janelle Salazar
17 Type or Print Name

/s/ Ximena Reyes
Signature