

JUN 21 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiff Theresa Catherine Porter Brown

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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]

~~[REVISED PER TENTATIVE PROPOSED]~~
**ORDER AND JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed with the Memorandum of Points and
Authorities and Declaration of Kane Moon in
Support of Motion for Preliminary Approval]*

FINAL APPROVAL HEARING

Date: June 21, 2024

Time: 9:00 a.m.

Dept. CX-101

1 On January 5, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Theresa Catherine Porter Brown now seeks an order
3 granting final approval of the Joint Stipulation of Class Action and PAGA Representative
4 Action Settlement Agreement and Release of Claims and the First Amendment (collectively
5 the "Settlement"), attached to the Declaration of Kane Moon in Support of Plaintiff's Motion
6 for Final Approval of Class Action Settlement as Exhibit 1.

7 Due and adequate notice having been given to the Settlement Class Members, as
8 defined below, and the Court having considered Plaintiff's Notice of Motion and Motion for
9 Final Approval of Class Action Settlement ("Motion"), the supporting declarations and
10 exhibits thereto, all papers filed and proceedings had herein, and the absence of any written
11 objections received regarding the proposed settlement, and having reviewed the record in the
12 Action, and good cause appearing,

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
15 terms as set forth in the Settlement.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
17 Settlement Class Members, and Defendant Acrisure of California, LLC dba Shorepoint
18 Insurance Services ("Defendant").

19 3. The Court finds that the Settlement appears to have been made and entered into
20 in good faith and hereby approves the settlement subject to the limitations on the requested
21 fees and enhancements as set forth below.

22 4. Plaintiff and all Settlement Class Members, shall have, by operation of this
23 Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
24 Defendant from all Released Class Claims and Released PAGA Claims as stated in the
25 Settlement.

26 5. The Parties shall bear their own respective attorneys' fees and costs, except as
27 otherwise provided for in the Settlement and approved by the Court.

1 6. Solely for purposes of effectuating the settlement, the Court finally certified the
2 following Class: All individuals who performed work in any non-exempt position for Defendant
3 in California at any time from May 13, 2018 through August 1, 2023.

4 7. No Class Members have objected to the terms of the Settlement and six Class
5 Members have requested exclusion from the Settlement. These individuals are Daniel
6 Goodrich, Maureen Thomas, Geraldine Krueger, Alana McEfee, Corlette Overshoun, and
7 Reed Walker. Accordingly, these individuals are excluded from the Class and 1,215 Class
8 Members remain in the Settlement Class.

9 8. Upon the final approval by the Court of this Settlement and Defendant's payment
10 of all sums due pursuant to this Settlement, and except as to such rights or claims as may be
11 created by this Settlement, the Class Representatives, the Class and each Class Member who has
12 not submitted a valid and timely request for exclusion as to claims other than the PAGA claim,
13 and each PAGA Employee, regardless of whether they have requested exclusion from the
14 Settlement of Class claims, will release claims per the Settlement Agreement.

15 9. The Notice provided to the Class conforms with the requirements of California
16 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
17 circumstances, by providing individual notice to all Class Members who could be identified
18 through reasonable effort, and by providing due and adequate notice of the proceedings and of
19 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements
20 of due process.

21 10. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and
22 the methodology used to calculate and pay each Settlement Class Payment are fair and
23 reasonable, and authorizes the Settlement Administrator to pay the Settlement Class Payments
24 to the Settlement Class Members in accordance with the terms of the Settlement.

25 11. Defendant shall pay the total of \$3,997,500.00 to resolve this litigation. Defendant
26 will fund the settlement account 15 business days after the Effective Date. Thereafter,
27 Settlement Payments shall be distributed to Settlement Class Members and shall be effected
28 pursuant to the terms of the Settlement (i.e., within 7 business days of the receipt of funding).

1 12. From the Gross Settlement Amount, \$299,812.50 shall be paid to the California
2 Labor and Workforce Development Agency, representing 75% of the penalties awarded under
3 the terms of the Settlement and Amendment pursuant to the Labor Code Private Attorneys
4 General Act of 2004, California Labor Code section 2698, et seq.

5 13. The Court hereby approves an incentive payment in the amount of \$5,000.00 to
6 Plaintiff for her service as class representative and for her agreement to release claims. In
7 making this award, the Court has considered only the factors set forth in *Golba v. Dick's*
8 *Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC*
9 (2009) 175 Cal.App.4th 785.

10 14. The Court hereby confirms Moon Law Group, PC as Class Counsel.

11 15. From the Gross Settlement Amount, Class Counsel is awarded \$1,119,250.00
12 for their reasonable attorneys' fees and \$18,513.17 for their reasonable litigation costs incurred
13 in the Action. The Court finds this amount to be a reasonable result in light of the quality of
14 the result obtained, the work performed by class counsel, a review of the billing records
15 provided, and the estimated lodestar. In approving this amount and examining the billing
16 records provided, the Court is not approving any particular hourly billing rates provided by
17 Class Counsel. The fees and costs shall be distributed to Class Counsel as set forth in the
18 Settlement.

19 16. The Court approves Settlement Administration Costs in the amount of
20 \$15,000.00. Such costs shall be paid from the Gross Settlement Fund to Phoenix Class Action
21 Administration Solutions.

22 17. The Parties are ordered to have notice of this Order and Judgment sent to all
23 Class Members in accordance with CRC 3.771 (b) along with settlement payments issued via
24 first class mail to all Settlement Class Members at their last known addresses.

25 18. This Judgment is intended to be a final disposition of the above captioned action
26 in its entirety and is intended to be immediately appealable.

27 19. This Court shall retain jurisdiction with respect to all matters related to the
28 administration and consummation of the Settlement, and any and all claims, asserted in,

1 arising out of, or related to the subject matter of the lawsuit, including but not limited to all
2 matters related to the Settlement and the determination of all controversies relating thereto.

3 20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
4 granted, and Judgment is hereby entered in accordance with the terms of this Order and
5 Judgment.

6 21. Pursuant to section 384(b) of the Code of Civil Procedure, Plaintiff shall submit to
7 the Court a final report on or before December 31, 2024, setting forth the actual amounts paid to
8 class members and other amounts disbursed pursuant to the settlement. Upon receiving the
9 report, the Court will determine whether further reports and/or a hearing will be necessary.
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11 **IT IS SO ORDERED.**

12 DATE: 6-21-24

13 

14 Hon. William Claster

15 Judge of the Orange County Superior Court
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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 725 S. Figueroa St., 31st Floor, Los
Angeles, California 90017. On June 20, 2024, I served the foregoing document described as:

5 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR**
6 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

9 MARC P. MILES (SBN 197741)
MMILES@SHB.COM
10 LAURA M. BOOTH (SBN 179857)
LBOOTH@SHB.COM
11 **SHOOK, HARDY & BACON, LLP**
5 PARK PLAZA, SUITE 1600
12 IRVINE, CALIFORNIA 92614
TELEPHONE: (949) 475-1500
FACSIMILE: (949) 475-0016

13 *ATTORNEYS FOR DEFENDANT, ACRISURE OF CALIFORNIA LLC,*

14 ☒ **BY E-MAIL: I hereby certify that this document was served from Los Angeles,**
15 **California, by e-mail delivery on the parties listed herein at their most recent**
16 **known e-mail address or e-mail of record in this action.**

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

19 Executed this **June 20, 2024** at Los Angeles, California

20 Steven Delgado
Type or Print Name

21 /s/ Steven Delgado
Signature