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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE
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11 DEE DEVER, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 RESCUE 1 FINANCIAL, LLC, a California
17 Limited Liability Company; and DOES 1
18 through 20, inclusive;

19 Defendants.

Case No.: 30-2023-01360010-CU-OE-CXC
*[Assigned to the Hon. Melissa McCormick,
Dept CX104, for all purposes]*

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

20 Plaintiff Dee Dever's Motion for Final Approval of the Settlement (the "Final Approval
21 Motion") as set forth in the Amended Class Action and PAGA Action Settlement Agreement and
22 Release of Claims ("Settlement Agreement")¹ came for a hearing in the above-entitled court.
23 The Final Approval Motion was unopposed by Defendant Rescue 1 Financial, LLC
24 ("Defendant" or "Rescue 1 Financial").

25 Having considered the Final Approval Motion, the Settlement Agreement, the
26 Declarations, and all other materials properly before the Court and having conducted an inquiry
27

28 ¹ The Settlement Agreement was attached as Exhibit 2 to the Supplement Declaration of Brian J. Mankin In Support
of Motion for Preliminary Approval of Class action Settlement, filed on October 3, 2025 and designated as ROA
#71.

1 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
2 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
3 Due and adequate notice having been given to the Class, and the Court having considered the
4 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
5 comments received regarding the proposed settlement, and having reviewed the record in this
6 Action, and good cause appearing,

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

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

10 2. The Court has jurisdiction over the subject matter of this Action, Class
11 Representative Dee Dever, the Class Members, and Defendant.

12 3. For purposes of effectuating this Order and Judgment, this Court has certified the
13 following class: All current and former sales employees of Defendant in California who were
14 eligible to receive commission pay as an “Inside Sales” exempt employee at any time during the
15 Class Period of November 8, 2019, through October 1, 2024, including employees with the job
16 title of Financial Consultant and/or a sales individual entitled to earn commission from
17 enrollment of debt resolution clients. The Court deems this definition sufficient for purposes of
18 California Rules of Court, rule 3.765(a).

19 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: All
20 current and former sales employees of Defendant in California who were eligible to receive
21 commission pay as an “Inside Sales” exempt employee at any time during the PAGA Period of
22 November 8, 2022, through October 1, 2024, including employees with the job title of Financial
23 Consultant and/or a sales individual entitled to earn commission from enrollment of debt
24 resolution clients.

25 5. The Court finds that the distribution of the Class Notice, as provided for in the
26 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
27 under the circumstances to all Class Members and fully met the requirements of California law
28 and due process under the California and United States Constitution. Based on evidence and

1 other material submitted, the actual notice to the class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. Class Counsel provided notice of the requested approval of the PAGA settlement
5 to the LWDA through the online submission portal, and notice of this Order and Entry of
6 Judgment shall be given by Plaintiff to the LWDA by submission through the online system
7 established for the filing of notices and documents, in conformity with Labor Code section 2699,
8 subdivision (s)(3).

9 8. The Released Class Claims on behalf of the Participating Class Members
10 includes:

11 All claims that were alleged in the Complaint, or that reasonably could have been alleged
12 based upon the facts stated in the Complaint, including: (1) failure to pay minimum
13 wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure
14 to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested
15 vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized
16 wage statements, and (9) unfair and unlawful competition. The time period governing
17 the Released Class Claims shall be the Class Period.

18 9. The Released PAGA Claims on behalf of the Aggrieved Employees included:

19 The PAGA claims that were based on the facts stated in the Complaint and in Plaintiff's
20 LWDA notice letter, including all PAGA claims seeking civil penalties premised upon:
21 (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to
22 provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business
23 expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages each period,
24 (8) failure to timely pay wages upon separation of employment, (9) failure to provide
25 accurate itemized wage statements, and (10) failure to maintain records.. The time period
26 governing the Released PAGA Claims shall be the PAGA Period.

27 10. There were no objections to the Settlement, and no Requests for Exclusion. Thus,
28 all Class Members are Participating Class Members, who are entitled to an Individual Class
Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

11. The Court approves the Settlement, as set forth in the Settlement Agreement and
each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The

1 Parties are directed to perform in accordance with the terms set forth in the Settlement
2 Agreement.

3 12. The Parties are to bear their own costs, including attorneys' fees, except as
4 otherwise provided in the Settlement Agreement.

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

15 14. By this Judgment, the Class Representative shall release, relinquish, and
16 discharge all of the claims in Plaintiff's Release, and each of the Participating Class Members
17 shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
18 released, relinquished, and discharged all Released Class Claims, and all Aggrieved Employees
19 shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
20 released, relinquished, and discharged all Released PAGA Claims, all as defined in the
21 Settlement Agreement.

22 15. Neither the Settlement Agreement nor the Settlement contained therein, nor any
23 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
24 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
25 Participating Class Members as an admission of, or evidence of, the validity of any of the
26 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
27 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
28 Representative or Participating Class Members as an admission of, or evidence of, any fault or

1 omission of Defendant or any of the other Released Parties in any civil, criminal, or
2 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
3 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
4 this Action in any other action that may be brought against it or them in order to support a
5 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
6 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
7 or similar defense or counterclaim.

8 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
9 \$490,000. From this amount, Class Counsel sought attorney's fees of \$163,333.33 and litigation
10 expenses of \$16,001.66, a Service Award to Class Representative Dee Dever of \$5,000,
11 Administrator Expenses of \$8,000.00 to Phoenix Settlement Administrators (the "Settlement
12 Administrator"), and \$15,000 to the LWDA for PAGA penalties and \$5,000 to the Aggrieved
13 Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, and
14 concurrently with paying the Gross Settlement Amount, Defendant shall separately pay all
15 employer payroll taxes owed on the wage portion of the Individual Class Payments, which shall
16 be reported through the Settlement Administrator. The Court finds that the Gross Settlement
17 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
18 Gross Settlement Amount:

- 19 A) \$163,333.33 to Class Counsel for attorneys' fees;
- 20 B) \$16,001.66 to Class Counsel for litigation expenses;
- 21 C) \$5,000 to Plaintiff and Class Representative Dee Dever as a Service
22 Award;
- 23 D) \$8,000 to the Settlement Administrator, Phoenix;
- 24 E) \$15,000 to the LWDA;
- 25 F) \$5,000 to the Aggrieved Employees on a pro rata basis;

26 After deducting the foregoing payments from the Gross Settlement Amount, the
27 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
28 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

1 17. The Settlement Administrator is directed to calculate the Participating Class
2 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
3 Payments and issue all such payments in accordance with the Settlement Agreement and this
4 Order/Judgment.

5 18. Concurrently with mailing the settlement checks to the Participating Class
6 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
7 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
8 check for the Participating Class Members, noting the following: "Please be advised that on
9 [insert date], 2026, the Superior Court of California for the County of Orange entered Judgment
10 in the case entitled *Dever v. Rescue 1 Financial, LLC*, pending in Superior Court of the State of
11 California, County of Orange, Case No. 30-2023-01360010-CU-OE-CXC, on behalf of all
12 current and former sales employees of Defendant in California who were eligible to receive
13 commission pay as an "Inside Sales" exempt employee at any time during the Class Period of
14 November 8, 2019, through October 1, 2024, including employees with the job title of Financial
15 Consultant and/or a sales individual entitled to earn commission from enrollment of debt
16 resolution clients."

17 19. The Class Members shall have 180 days to negotiate the settlement check from
18 the date of issuance by the Settlement Administrator. In the event that a Participating Class
19 Member or Aggrieved Employee does not negotiate a check within this time period, the check
20 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
21 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
22 Office for the State of California in the name of the Class Member/Aggrieved Employee.

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20. The following dates shall govern for purposes of this implementing this Order/Judgment:

The Date that the Final Order and Judgment is Entered.	The Effective Date occurs.
21 days after the Effective Date.	Defendant shall fund the \$490,000 Gross Settlement Amount to the Settlement Administrator, plus Defendant's share of employer-side taxes, as calculated by the Settlement Administrator.
Within 10 days after receipt of Payment	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for attorneys' fees and costs, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator expenses.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
360 days after check cashing deadline	Estimated date Settlement Administrator will issue the uncashed check fund to the State Controller.
May 20, 2027	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of forwarding unclaimed funds to the State Controller.
Date: _____, 2027 Time: _____	Disbursement Hearing

1 21. 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. Melissa McCormick