

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff the Class

(ADDITIONAL COUNSEL ON NEXT PAGE)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ANTHONY MANOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

ACRISURE OF CALIFORNIA PARTNER
GROUP, LLC, a Limited Liability Company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV011682

Assigned to Hon. Jill H. Talley in Department
23

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

Date: February 13, 2026

Time: 9:00 a.m.

Department: 23

ADDITIONAL COUNSEL

Dennis S. Hyun (State Bar No. 224240)

dhyun@hyunlegal.com

HYUN LEGAL, APC

515 S. Figueroa St., Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

William L. Marder (SBN 170131)

bill@polarislawgroup.com

POLARIS LAW GROUP

501 San Benito Street, Suite 200

Hollister, CA 95023

Telephone: (831) 531-4214

Facsimile: (831) 634-0333

Edward W. Choi, Esq. SBN 211334

edward.choi@choiandassociates.com

LAW OFFICES OF CHOI & ASSOCIATES

515 S. Figueroa St., Suite 1250

Los Angeles, CA 90071

Telephone: (213) 381-1515

Facsimile: (213) 465-4885

Attorneys for Plaintiff and the Class

1 Plaintiff Anthony Manos’ (“Plaintiff”) Motion for an Order Granting Final Approval of Class
2 Action Settlement came regularly for hearing on February 13, 2026. The Court has read, heard, and
3 considered all the pleadings and documents submitted, and the presentations made in connection with
4 the Motion.

5 **I. BACKGROUND**

6 **A. Class Members**

7 The Class Period is from June 12, 2023 through September 1, 2024 (“Class Period”). For
8 settlement purposes only, the Court certifies the following Settlement Class: “all current and former
9 non-exempt employees of Defendant Acrisure of California Partner Group, LLC who were employed in
10 the State of California, paid overtime wages and whose wage statements failed to identify overtime rates
11 at any time during the Class Period.”

12 **B. Operation of the Settlement.**

13 Pursuant to the Preliminary Approval Order dated October 14, 2025, this Court conditionally
14 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval Order
15 also approved of the proposed class notice. The Court entered the Preliminary Approval Order after
16 review and consideration of all of the pleadings filed in connection herewith.

17 In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class
18 Members via first class mail. The notice process was timely completed.

19 This Court finds that the Settlement appears to be the product of serious, informed, non-collusive
20 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
21 individuals. The Court further finds that the Settlement is fair, reasonable and adequate, that due and
22 adequate notice was provided to Class Members, and that Plaintiff has satisfied the standards for final
23 approval of a class action settlement under California law. Under the provisions of California *Code of*
24 *Civil Procedure* section 382 as set forth in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial
court has discretion to certify a class where:

25 [Q]uestions of law or fact common to the members of the class
26 predominate over any questions affecting only individual members, and
27 that a class action is superior to the available methods for the fair and
efficient adjudication of the controversy ... Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”).

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representative, Class Members, and Defendant.

3. The Court finds that the dissemination of the Class Notice to the Class Members by the appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice practicable under the circumstances to all Class Members, and fully met the requirements of California law and due process.

4. The Court approves the settlement of the above-captioned action, as set forth in the Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed to perform in accordance with the terms set forth in the Agreement.

5. The Court hereby certifies the following Class for settlement purposes only: all current and former non-exempt employees of Defendant Acrisure of California Partner Group, LLC who were employed in the State of California, paid overtime wages and whose wage statements failed to identify overtime rates at any time during the Class Period.

6. With respect to the Class and for purposes of approving the settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative is typical of the claims of Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e.,

1 Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative capacity
2 and for the Class Members.

3 7. Within fourteen (14) business days after entering the final order and judgment, Defendant
4 shall deposit the Gross Settlement Amount of Two Hundred Seventy-Five Thousand Dollars
5 (\$275,000.00), plus its share of payroll taxes, into a Qualified Settlement Fund to be established by the
6 Settlement Administrator.

7 8. From the Gross Settlement Amount, the Administrator shall pay:

- 8 1. to Class Counsel attorneys' fees in the amount of \$91,666.67 and reimbursement
9 of costs in the amount of \$2,097.53;
- 10 2. to Class Representative Anthony Manos for his services to the Class, and as
11 consideration for the execution of a general release, the amount of \$10,000.00
12 each;
- 13 3. to the California Labor and Workforce Development Agency the amount of
14 \$15,000.00 for its 75% share of PAGA Penalties; and
- 15 4. to Phoenix Settlement Administrators the amount of \$9,000.00 for its fees and
16 costs in administering the settlement.

17 9. The Court finds that these amounts are fair and reasonable. The Administrator is directed
18 to make such payments in accordance with the terms of the Agreement.

19 10. The Court approves the Individual Settlement Payment and Individual PAGA Payment
20 amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement from
21 the Net Settlement Amount, after payment of those amounts set forth in Paragraph 8.

22 11. Settlement checks will remain valid for a period of 180 calendar days after they are
23 issued. Any check not cashed within 180 calendar days will be distributed to the State of California
24 Unclaimed Property Fund in the name of the Class Member.

25 12. The Court finds that there were zero (0) individuals who opted out of the Settlement. All
26 Class Members and Aggrieved Employees shall be bound by the Released Class Claims and Released
27
28

1 PAGA Claims provided in the Agreement. The Class Representative shall be bound by the additional
2 general releases provided in the Agreement.

3 13. The Court hereby enters final judgment in this case in accordance with the terms of the
4 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
5 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
6 Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the
7 Settlement.

8 14. The Court sets a compliance hearing for February 12, 2027 at 9:00 a.m. At least fifteen
9 (15) days before, the Parties shall file the Administrator's Declaration and an amended judgment in
10 compliance with Code of Civil Procedure § 384(b).

11 **IT IS SO ORDERED AND ADJUDGED.**

12
13 DATED: _____, 2026

14 Honorable Jill H. Talley
15 Judge of the Superior Court
16
17
18
19
20
21
22
23
24
25
26
27
28