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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES**

16 FIDEL ANTONIO MUNOZ, DOUGLASS
17 OLMSTED, and ANDREW DAT, on behalf
18 of themselves and all others similarly
19 situated and in their capacities as private
20 attorneys general,

21 Plaintiffs,

22 v.

23 MERCURY INSURANCE SERVICES,
24 LLC, a California limited liability company;
25 and DOES 1 through 50, Inclusive,

26 Defendant.

Case No.: 24STCV08298

Assigned for all Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: August 19, 2025
Time: 10:30 a.m.
Dept.: SSC-12

FILED
Superior Court of California
County of Los Angeles

08/19/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

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1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of James Hawkins filed in support of Plaintiff's
8 unopposed Motion for Preliminary Approval of Class Action Settlement on or about November
9 22, 2024, is the product of arms-length negotiations between the parties and the terms of the
10 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
11 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
12 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
13 duties and obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its February 5,
15 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
16 Procedure Section 382 for purposes of settlement only. The Class includes all persons employed
17 by Defendant Mercury Insurance Services, LLC ("Mercury") in California in a non-exempt
18 position who worked for Defendant during the Class Period of August 4, 2018 through September
19 13, 2024.

20 3. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, to release the Released Parties from all claims that were
23 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
24 Complaint and ascertained in the course of the Action, including claims for (i) failure to pay
25 wages, including unpaid minimum wages and overtime premium pay; (ii) failure to provide meal
26 and/or rest periods in accordance with applicable law, including payments for non-compliant meal
27 and/or rest periods; (iii) failure to correctly calculate the regular rate for overtime pay, payments
28 for non-compliant meal and/or rest periods, and/or paid sick leave; (iv) failure to timely pay

1 wages, both during employment and upon termination of employment; (v) unauthorized and
2 unlawful deductions from wages; (vi) failure to reimburse reasonable and necessary work related
3 expenses; (vii) failure to provide accurate itemized wage statements; (viii) violation of the
4 California Unfair Competition Law; and (ix) all civil and statutory penalties, including PAGA
5 penalties, arising during the period starting on August 4, 2018 through February 5, 2025.
6 Participating Class Members do not release any other claims, including claims for vested benefits,
7 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
8 insurance, disability, social security, workers' compensation, or claims based on facts occurring
9 outside the Class Release Period.

10 4. The Court further adjudges Plaintiff and the Aggrieved Employees, including
11 Plaintiff and the State of California, are deemed to release, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
14 reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, the
15 PAGA Notice, and ascertained in the course of the Action, including PAGA penalties for (i)
16 failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to
17 provide meal and/or rest periods in accordance with applicable law, including payments for non-
18 compliant meal and/or rest periods; (iii) failure to correctly calculate the regular rate for overtime
19 pay, payments for non-compliant meal and/or rest periods, and/or paid sick leave; (iv) failure to
20 timely pay wages, both during employment and upon termination of employment; (v)
21 unauthorized and unlawful deductions from wages; (vi) failure to reimburse reasonable and
22 necessary work-related expenses; (vii) failure to provide accurate itemized wage statements,
23 arising during the period starting on May 29, 2019 through February 5, 2025.

24 5. Five individuals – Daniel Angeles, David J. Baker, Richard Eye, David Grajeda,
25 and Brielle Wardell– submitted timely and valid requests to be excluded from the Settlement.
26 These five individuals therefore are excluded from the Class and are not bound by the Settlement
27 Agreement or this Order and Judgment, except as to the release of claims under PAGA.
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1 6. The Settlement Administrator is ordered to distribute to the Participating
2 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
3 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
4 the check void date shall be forwarded to Inclusion Matters by Shane's Inspiration, which is
5 approved by the Court as *cy pres* beneficiary. In the event the total amount of uncashed checks
6 exceeds \$50,000, the amount that exceeds \$50,000 shall be equally divided and paid to those Class
7 Members who cashed their initial checks, with any uncashed second checks being distributed to
8 the *cy pres* beneficiary. No funds shall revert to Defendant.

9 7. The Court further orders that the Class Members be provided with notice of this
10 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
11 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

12 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
13 ~~\$980,000~~ ^{\$933,333.33}, and an award of costs and expenses in the amount of \$44,491.48. Such amounts shall
14 be paid as provided in the Settlement Agreement and Class Counsel's fee sharing agreement.

15 The fee award is appropriate in light of the benefit obtained for the class.

16 9. The Court approves a service payment to plaintiffs and Class Representatives Fidel
17 Antonia Munoz, Douglass Olmstead, and Andrew Dat in the amount of ~~\$10,000.00 each, and~~
18 ^{\$10,000 for Mr. Olmsted, \$7,500 for Mr. Munoz and \$5000 for Mr. Dat}
the Settlement Administrator is ordered to make such payment consistent with the terms of the
Settlement Agreement.

19 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
20 Settlement Administrators shall be paid from the Gross Settlement Amount for its services in
21 administering the Settlement. As set forth in the Declaration of Lluvia Islas, the Settlement
22 Administrator is owed \$23,000 for services rendered and to be rendered in administering the
23 settlement. The Court therefore orders that Phoenix be paid the amount of \$23,000 from the Gross
24 Settlement Amount consistent with the terms of the Class Settlement Agreement.

25 11. The Court approves PAGA penalties in the amount of \$140,000, to be paid from
26 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
27 underlying PAGA. \$105,000 of this amount will be paid to the LWDA as the state's share of the
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1 civil penalties, and the remainder of \$35,000 will be distributed to the Aggrieved Employees
2 consistent with the terms of the Settlement Agreement.

3 12. The Court sets a non-appearance case review regarding distribution and compliance
4 with the Settlement Agreement for August 18, 2026, at 8:30 a.m., in Department SSC-12 of the
5 Los Angeles County Superior Court. The Parties are ordered to file a joint compliance report no
6 later than August 11, 2026.

7 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
8 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
9 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
10 contemplated becomes effective and each and every act agreed to be performed by the parties has
11 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
12 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
13 construction, and interpretation of the Settlement Agreement.

14 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
15 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
16 This Order is not a finding of the validity or invalidity of any claims in this action or a
17 determination of any wrongdoing by any party. The final approval of the parties' settlement will
18 not constitute any opinion, position or determination of this Court as to the merits of the claims or
19 defenses of any party.

20 15. Judgment is hereby entered as follows: Plaintiffs Fidel Antonia Munoz, Douglass
21 Olmstead, and Andrew Dat and the Participating Class Members, consisting of all persons
22 employed by Mercury in California in a non-exempt position who worked for Defendant during
23 the Class Period of August 4, 2018 through September 13, 2024, who have not otherwise opted
24 out, shall take nothing from Defendant, except as set forth in the Settlement Agreement.

25 16. The Court shall retain jurisdiction over the parties to interpret, implement and
26 enforce this Judgment.

27 IT IS SO ORDERED AND ADJUDGED.

28 08/19/2025



A handwritten signature in black ink, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

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Dated: _____

Judge of the Superior Court