

Electronically Received 12/08/2022 04:26 PM

1 Brian J. Mankin, Esq. [CSB No. 216228]
2 *brian@lmlfirm.com*
3 Peter J. Carlson, Esq. [CSB No. 295611]
4 *peter@lmlfirm.com*
5 LAUBY, MANKIN & LAUBY LLP
6 5198 Arlington Avenue, PMB 513
7 Riverside, CA 92504
8 Tel: (951) 320-1444 | Fax: (951) 320-1445

9 Mehrdad Bokhour, Esq. (CSB No. 285256)
10 *mehrdad@bokhourlaw.com*
11 BOKHOUR LAW GROUP, P.C.
12 1901 Avenue of the Stars, Suite 450
13 Los Angeles, California 90067
14 Tel: (310) 975-1493 | Fax: (310) 675-0861

15 Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF LOS ANGELES

18 GENNINE MERRITT, individually, on a
19 representative basis, and on behalf of all others
20 similarly situated;

21 Plaintiff,

22 vs.

23 DMA CLAIMS, INC., a California
24 Corporation; DMA CLAIMS
25 MANAGEMENT, INC., an Illinois
26 Corporation; VENBROOK GROUP, LLC, a
27 Delaware Limited Liability Company;
28 VENBROOK INSURANCE SERVICES, LLC,
a California Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

) Case No.: 21STCV31200
) [Assigned to Hon. Judge Stuart M. Rice, Dept
) 1, for all purposes]

~~PROPOSED~~ ORDER:

- 1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;
- 2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;
- 3) DIRECTING DISTRIBUTION TO THE CLASS OF THE SETTLEMENT NOTICE AND EXPLANATION FORM; AND
- 4) SETTING A HEARING FOR FINAL APPROVAL OF THE SETTLEMENT

FILED
Superior Court of California
County of Los Angeles

12/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. He Deputy

1 Having reviewed the Class Action Settlement Agreement and Release of Claims (the
2 “Settlement Agreement”) between Plaintiff Gennine Merritt and Defendants DMA Claims, Inc.,
3 DMA Claims Management, Inc., Venbrook Group, LLC, and Venbrook Insurance Services, LLC
4 (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of
5 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
6 submitted in support of the motion, and all supporting legal authorities and documents,

7 IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Class, for settlement purposes only:

20 All current and former nonexempt employees (i.e., meaning they
21 are eligible to receive overtime pay) of Defendants DMA,
22 including all former employees of Defendant DMA who were
23 employed by Defendant Venbrook, who worked in California at
24 any time during the Class Period of August 23, 2017 to September
25 29, 2022.

26 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
27 current and former non-exempt employees (i.e., meaning they are eligible to receive overtime
28 pay) of Defendant DMA, including all former employees of Defendant DMA who were

1 employed by Defendant Venbrook, who worked in California at any time during the PAGA
2 Period of August 23, 2020 to September 29, 2022.”

3 4. The class action settlement set forth in the Settlement Agreement between
4 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the
5 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
6 to any objections that may be raised at the Final Approval Hearing.

7 5. For settlement purposes only, the Court appoints Plaintiff Gennine Merritt as
8 Class Representative, and Brian Mankin, Peter Carlson and Mehrdad Bokhour as Class Counsel.

9 6. The Court approves Phoenix Class Action Administration to act as the Settlement
10 Administrator.

11 7. The Court approves, as to form and content, the Class Notice and finds that the
12 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
13 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
14 proposed settlement terms and of their options, including: (1) the nature of the action, the
15 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
16 (2) Named Plaintiff's and Class Counsel's applications for the Class Representative Service
17 Payment, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to
18 determine the Class Member's estimated Individual Settlement Payment; (4) Settlement Class
19 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or
20 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
21 information regarding the action and the Settlement. Counsel for the Parties are authorized to
22 correct any typographical errors in settlement and make clarifications, to the extent the same are
23 found or needed, so long as such corrections do not materially alter the substance of the
24 documents.

25 8. The Court approves the procedure for Class Members to participate in, request
26 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
27 and the Class Notice.

28 ///

1 9. The Court finds that the deadlines and method set forth in the Settlement
2 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
3 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
4 entitled to notice, and otherwise satisfy the requirements of California law and due process.

5 10. The Court directs the Settlement Administrator to perform address verification
6 measures and mail the Class Notice by first class mail to the Class Members not later than 40
7 days after the Preliminary Approval Order and to otherwise carry out the Settlement according to
8 the terms of the Settlement Agreement and in conformity with this Order. The Parties are also
9 ordered to carry out the Settlement according to the terms of the Settlement Agreement.

10 11. All Class Members shall be deemed to participate in the Settlement, although any
11 Class Member who wishes to comment on or object to the Settlement or who elects not to
12 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
13 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
14 Class Notice.

15 12. The Court approves the handling of unclaimed funds set forth in the Settlement
16 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
17 result of a failure to timely cash a settlement check shall be issued to the State Controller's
18 Office in the name of the Class Member, as set forth in the Settlement Agreement.

19 13. The following dates shall govern for purposes of this settlement:

20 December 12, 2022	Preliminary Approval (PA) hearing
21 January 23, 2023 (<i>40 days after PA</i>)	Deadline for Settlement Administrator to complete 22 first mailing of the Notice Packet to all Settlement 23 Class Members.
24 March 9, 2022 (<i>45 days after mailing 25 Class Notice</i>)	Deadline for Settlement Class Members to submit 26 Requests for Exclusion and Objections to the 27 settlement.
28 16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.

9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately April 12, 2023 - 120 days after Preliminary Approval is granted)	Final Approval Hearing.

14. A final approval hearing shall be held in this Court on ~~April 12, 2023~~ at ~~10:00 a.m.~~ (or ~~Tuesday~~ at ~~10:00 a.m.~~ ~~at~~ ~~10:00~~ ~~am/pm~~) to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

15. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendants or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce

1 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

2 17. The Court may, for good cause shown, extend any of the deadlines set forth in
3 this Order.

4 18. In the event that the Settlement Agreement does not receive final approval or the
5 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
6 shall be vacated.

7 19. Pending the Final Approval hearing, all proceedings in this action, other than
8 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
9 Order, are stayed.

10 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
11 in connection with the administration of the Settlement which are not materially inconsistent
12 with either this Order or the terms of the Settlement.



13
14 Date: 12/12/2022

Stuart M. Rice / Judge

Hon. Stuart Rice

1
2
3 **SERVICE LIST**

4 Debra Ellwood Meppen, Esq.

5 dmeppen@grsm.com

6 Peter Choi, Esq.

7 pchoi@grsm.com

8 GORDON REES SCULLY MANSUKHANI, LLP

9 633 West Fifth Street, 52nd Floor

10 Los Angeles, CA 90071

11 213-576-5000

12 213-680-4470-fax

13 Attorneys for DMA CLAIMS, INC., DMA CLAIMS MANAGEMENT, INC., VENBROOK
14 GROUP, LLC and VENBROOK INSURANCE SERVICES, LLC
15
16
17
18
19
20
21
22
23
24
25
26
27
28