

**MAR 29 2023**

David W. Slayton, Executive Officer/Clerk of Court

By: A. Morales, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

MICHAEL REYNOLDS  
ENTERPRISE, INC. DBA  
REYNOLDS TERMITE CONTROL,  
individually and on behalf of all  
others similarly situated,

Plaintiff,

vs.

STATE COMPENSATION  
INSURANCE FUND, a public  
enterprise fund; and DOES 1 through  
50, inclusive,

Defendants.

And Related Case:

AMERICAN JETTER &  
PLUMBING, INC. and  
RESILIENCE TREATMENT  
CENTER, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

vs.

STATE COMPENSATION  
INSURANCE FUND, a public  
enterprise fund; and DOES 1 through  
50, inclusive,

Defendants.

Case No. 19STCV05738  
Honorable Lawrence P. Riff

~~[PROPOSED]~~ FINAL JUDGMENT

Hearing Date: March 29, 2023  
Time: 10:00 a.m.  
Dept. 7

Complaint Filed: February 21, 2019

Case No. 19STCV36307  
Honorable Lawrence P. Riff

Amended Complaint Filed: August 10, 2020

1 WHEREAS, these Actions came before the Court for hearing on March 29, 2023 at  
2 10:00 a.m. (“Final Approval Hearing”), in accordance with the (i) Order Granting Motion for  
3 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) entered by  
4 this Court on November 30, 2022, (ii) Plaintiffs’ Motion for Order Granting Final Approval of  
5 Class Action Settlement filed on January 27, 2023 seeking final approval of the Amended  
6 Settlement Agreement filed on October 26, 2022 (“Settlement Agreement”);

7 WHEREAS, the Court, having considered all papers filed in these action, oral  
8 arguments of counsel in these Actions and those persons appearing at the Final Approval  
9 Hearing, and otherwise being fully informed, and good cause appearing therefore; and

10 WHEREAS, unless otherwise defined herein, all capitalized words and terms  
11 contained in this Final Judgment shall have the same meanings as set forth in the Settlement  
12 Agreement.

13 It is hereby ORDERED, ADJUDGED, and DECREED that:

- 14 1. This Court has jurisdiction over the subject matter of the Actions, this  
15 litigation, and over all Parties to the Actions, including all Settlement Class Members.
- 16 2. Solely for the purposes of the Settlement Agreement and this Final Judgment,  
17 the Court hereby certifies the following Settlement Class:

18 All insureds of State Fund whose workers’ compensation insurance premiums were  
19 calculated using a tier modifier in excess of 1.00, and where such calculation resulted  
20 in the payment of a higher premium than the insured would have otherwise paid, for  
21 any policy in effect from March 1, 2013, through November 30, 2022, the date of  
22 preliminary approval of this Settlement.

23 Excluded from the Settlement Class are Defendant State Fund, its affiliates, predecessors,  
24 successors, officers, directors, agents, servants and employees and the immediate families of  
25 such persons.

- 26 3. The Settlement Agreement and the Preliminary Approval Order permit  
27 Settlement Class Members to exclude themselves from the Settlement. Excluded from the  
28 Action, this litigation and the Class are those persons who have submitted valid and timely

1 requests for exclusion. Attached hereto as Exhibit A is a list of all persons excluded from the  
2 Actions or the Settlement Class by submitting valid and timely requests for exclusion.

3 4. This Court hereby enters Judgment in accordance with, and subject to, the  
4 terms set forth in the Order Granting Final Approval of Class Action Settlement, and the Class  
5 Representatives and the Participating Settlement Class Members shall take nothing except as  
6 provided in the Settlement Agreement.

7 5. Class Representatives Reynolds Termite Control, American Jetter & Plumbing,  
8 Inc., and Resilience Treatment Center fairly and adequately represented the Settlement Class  
9 Members.

10 6. Settlement Class Counsel Roxborough, Pomerance, Nye & Adreani, LLP and  
11 Michael Liskow of Calcaterra Pollack, LLP fairly and adequately represented the Settlement  
12 Class Members.

13 7. The Parties shall take all steps necessary and appropriate to provide Settlement  
14 Class Members with the benefits to which they are entitled under the terms of the Settlement  
15 Agreement and pursuant to the Orders of the Court.

16 8. Class Representatives are each awarded Service Payments of \$25,000 (totaling  
17 \$75,000), in special recognition of their service in bringing and prosecuting the Actions, and  
18 the risks they have taken by agreeing to be Class Representatives. The foregoing sums shall  
19 be paid from the Settlement Fund in accordance with the Settlement Agreement.

20 9. Reynolds Counsel and Jetter Counsel shall be collectively awarded the total  
21 amount of \$19,500,000, inclusive of all costs, which amount is 30% of the total common fund,  
22 and which amount is approved as fair and reasonable. The foregoing sum shall be paid from  
23 the Settlement Fund in accordance with the Settlement Agreement.

24 10. The Court hereby approves the Settlement Agreement and finds that the  
25 Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class.

26 11. Upon the date that Defendant fully funds the entire Settlement Fund (within  
27 seven (7) days after the Effective Date), the Class Representatives and each Member of the  
28 Settlement Class, on behalf of themselves and any other legal or natural persons who may

1 claim by, through or under them, are deemed to have fully, finally and forever released and  
2 discharged the Released Parties from any and all Released Claims (as defined in Section 2.7 of  
3 the Settlement Agreement) arising during the Class Period of March 1, 2013 through the date  
4 of the entry of the Preliminary Approval Order, November 30, 2022.

5 12. The Class Notice disseminated in accordance with the Preliminary Approval  
6 Order and the Notice Program was the best notice practicable under the circumstances. The  
7 Notice Program provided due and adequate notice of those proceedings and of the matters set  
8 forth therein, including the proposed Settlement, to all persons entitled to such notice, and the  
9 Notice Program fully satisfied the requirements of California law and satisfies the  
10 requirements of California law and federal due process of law.

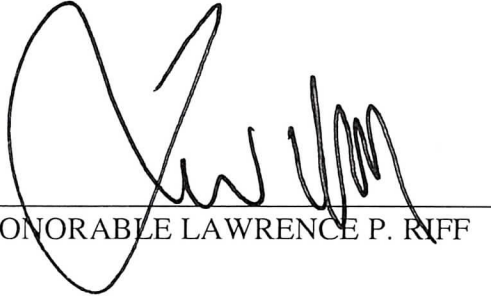
11 13. Pursuant to California Code of Civil Procedure section 664.6 and rule 3.769(h)  
12 of the California Rules of Court, and without affecting the finality of this Judgment, the Court  
13 reserves exclusive and continuing jurisdiction over these Actions, the Class Representatives,  
14 the Members of the Settlement Class, and Defendant in order to, among other things: (i)  
15 monitor and enforce compliance with the Settlement Agreement, Order of Final Approval, and  
16 any related order of this Court; and (ii) resolve any disputes over this Settlement Agreement or  
17 the administration of any benefits of this Settlement Agreement, including disputes over  
18 entitlement to payments for Attorneys' Fees and Costs.

19 14. This document shall constitute a judgment for purposes of California Rules of  
20 Court, rule 3.769(h). The Court is directed to enter this Final Judgment forthwith .

21 15. This Final Judgment shall be posted on the Settlement Website within three (3)  
22 days of its entry.

23  
24 **IT IS SO ORDERED**

25  
26 DATED: 3/29/2023

27  
28   
HONORABLE LAWRENCE P. RIFF

**EXHIBIT A**

Settlement Class Members Requesting Exclusion from Settlement Class

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Alberti Farms, Inc.	Lodi, CA
All in One Enterprise	Fort Jones, CA
Carrillo Painting	Santa Rosa, CA
City Business Shipping, Inc.	Los Angeles, CA
Claud Townsley, Inc. dba Central Roofing Co.	Gardena, CA
Hazel Shuman Trust	Willows, CA
J G Management Consultants Inc.	Corona, CA
Mid Construction Group Inc. (formerly known as DH Remodel Services Inc.)	Los Angeles, CA
Ronald E. Pribble	Escondido, CA