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10 [Additional Counsel Listed on Signature Page]

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

13 MICHAEL REYNOLDS
14 ENTERPRISE, INC. DBA
15 REYNOLDS TERMITE CONTROL,
16 individually and on behalf of all
17 others similarly situated,

18 Plaintiff,

19 vs.

20 STATE COMPENSATION
21 INSURANCE FUND, a public
22 enterprise fund; and DOES 1 through
23 50, inclusive,

24 Defendants.

25 And Related Case:

26 AMERICAN JETTER &
27 PLUMBING, INC. and
28 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

NOTICE OF ENTRY OF JUDGMENT

Complaint Filed: February 21, 2019

Case No. 19STCV36307
Honorable Lawrence P. Riff

Amended Complaint Filed: August 10, 2020

1 TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF
2 RECORD:

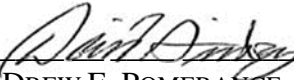
3 PLEASE TAKE NOTICE that on March 29, 2023, the Court entered Judgment in the
4 above captioned actions.

5 Attached as Exhibit A is a true and correct copy of the Judgment entered on March 29,
6 2023.

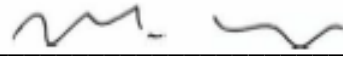
7
8 Respectfully submitted,

9 Dated: March 29, 2023

ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP

10 By: 
11 DREW E. POMERANCE
12 DAVID R. GINSBURG
13 Attorneys for Plaintiff Michael Reynolds
Enterprise, Inc. dba Reynolds Termite Control

14 Dated: March 29, 2023

15 By: 
16 Michael Liskow (SBN 243899)
17 mliskow@calcaterrapollack.com
18 CALCATERRA POLLACK LLP
19 1140 Avenue of the Americas, 9th Floor
New York, NY 10036-5803
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Fax: (332) 206-2073
Attorney for Plaintiffs American Jetter & Plumbing,
Inc. and Resilience Treatment Center

20 Betsy C. Manifold (SBN 182450)
21 manifold@whafh.com
22 WOLF HALDENSTEIN ADLER
23 FREEMAN & HERZ LLP
24 750 B Street, Suite 1820
25 San Diego, CA 92101
26 Tel: (619) 239-4599
27 Fax: (619) 234-4599
28 Attorneys for Plaintiffs
American Jetter & Plumbing, Inc.
and Resilience Treatment Center

Scott M. Priz (*pro hac vice*)
priz@priz-law.com
PRIZ LAW, LLC
3230 S. Harlem Ave., Suite 221B
Riverside, IL 60546
Tel: (708) 268-5768
Attorney for Plaintiffs American Jetter & Plumbing,
Inc. and Resilience Treatment Center

EXHIBIT A

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

<u>NAME</u>	<u>ADDRESS</u>
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

1 **PROOF OF SERVICE**

2
3 STATE OF CALIFORNIA)
4) ss.
5 COUNTY OF LOS ANGELES)

6 I am employed in the county of Los Angeles, State of California. I am over the age of 18
7 and not a party to the within action; my business address is 5900 Canoga Avenue, Suite 450,
8 Woodland Hills, California 91367.

9 On the date below, I served the foregoing documents on the interested parties:

10 **NOTICE OF ENTRY OF JUDGMENT**

11 Pursuant to the Order Authorizing Electronic Service, entered in this matter on May 23,
12 2019, I caused service of the foregoing document(s) on the interested parties as listed on the
13 Service List posted on www.caseanywhere.com for this matter by submitting an electronic
14 version of the document(s) via file transfer protocol (FTP) to Case Anywhere through the upload
15 feature at www.caseanywhere.com.

16 I declare under penalty of perjury and under the laws of the State of California that the
17 foregoing is true and correct.

18 Executed on March 29, 2023

19 /s/ ELIA RAMIREZ
20 ELIA RAMIREZ