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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ORANGE

12 AMY PIANA and LAURA TOLENTINO, on  
behalf of themselves and others similarly  
13 situated,

14 Plaintiffs,

15 vs.

16 LOANDEPOT.COM, LLC, a Delaware limited  
liability company; and DOES 1 through 50,  
inclusive,

17 Defendants.

18 ERICA HART, GILBERT CASTELLON, and  
JULIE CHOCHREK, individually, and on  
19 behalf of other members of the general public  
similarly situated, and as Aggrieved Employees  
20 pursuant to the Private Attorneys General Act  
("PAGA"),

21 Plaintiffs,

22 vs.

23 LOANDEPOT.COM, LLC, a Delaware limited  
liability company; and DOES 1 through 10,  
24 inclusive,

25 Defendants.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

APR 01 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: LM DEPUTY

Lead Case No.:  
30-2017-00913164-CU-OE-CXC

Consolidated with Case No.:  
30-2017-00955258-CU-OE-CXC

**AMENDED ORDER OF FINAL APPROVAL  
AND JUDGMENT GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENTS**

Date: March 25, 2022  
Time: 1:30 p.m.  
Place: Department CX101

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10 on behalf of themselves and others similarly situated

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1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative  
4 Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to  
5 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed  
6 the Motions, including the Settlement and the Class Notice, and determining that the settlement is fair,  
7 adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore,  
8 it is hereby **ORDERED AND JUDGMENT IS HEREBY ENTERED AS FOLLOWS:**

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. This Order and Judgment hereby adopts and incorporates by reference the terms and  
13 conditions of the Joint Stipulation of Class Action Settlement and Release (Exh. 1 to ROA # 290) and  
14 amendments thereto (Exh. 1 to ROA # 307; ROA #372) (collectively, "Settlement Agreement" or  
15 "Settlement"), together with the definitions and terms used and contained therein.

16 3. The Court finds that it has jurisdiction over the subject matter of the action and over all  
17 parties to the action, including all members of the Settlement Class.

18 4. The Class Notice fully and accurately informed Class Members of all material elements  
19 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
20 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
21 with the laws of the State of California and due process. The Class Notice fairly and adequately  
22 described the settlement and provided Class Members with adequate instructions and a variety of means  
23 to obtain additional information.

24 5. Class Members were given a full opportunity to participate in the Final Approval  
25 hearing, and all Class Members and other persons wishing to be heard have been heard. The Court has  
26 further considered the absence of any objections and finds that only two class members, Cinthia Bryant  
27 and Caroline Chan, have timely and successfully opted out of the settlement. Accordingly, the Court  
28 determines that all Class Members who did not timely and properly opt out of the settlement are bound

1 by this Order and Final Judgment.

2 6. The Court has considered all relevant factors for determining the fairness of the  
3 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
4 the Court finds that the settlement was reached following meaningful discovery and investigation  
5 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and  
6 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
7 adequate, and reasonable.

8 7. In so finding, the Court has considered all evidence presented, including evidence  
9 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the  
10 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
11 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
12 sufficient information about the nature and magnitude of the claims being settled, as well as the  
13 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
14 which the Parties have agreed.

15 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
16 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
17 best interests of the entire Settlement Class and hereby directs implementation and enforcement of all  
18 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that  
19 settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks  
20 if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery  
21 provided by the settlement in light of the challenges posed by continued litigation, the Court concludes  
22 that the settlement provides Class Members with fair and adequate relief.

23 9. The Settlement Agreement is not an admission by Defendant or by any other released  
24 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
25 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to  
26 herein, nor any action taken to carry out the Settlement Agreement, including the Judgment made upon  
27 this Order, may be construed as, or may be used as, an admission or finding of any fault, wrongdoing,  
28 omission, concession, or liability whatsoever by or against Defendant or any of the other released parties.

1           10.     With respect to the Settlement Class and for purposes of approving this Settlement only,  
2 this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so  
3 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to  
4 the Settlement Class, and there is a well-defined community of interest among members of the  
5 Settlement Class with respect to the subject matter of the Action; (c) the claims of the Class  
6 Representatives are typical of the claims of the members of the Settlement Class; (d) the Class  
7 Representatives have fairly and adequately protected the interests of the members of the Settlement  
8 Class; (e) a class action is superior to other available methods for an efficient adjudication of this  
9 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, is qualified to  
10 serve as counsel for Plaintiffs in their individual and representative capacity for the Class.

11           11.     The Court certifies the class for purposes of settlement. The Court issues final approval  
12 as to the class defined as: All persons who worked for Defendant loanDepot.com, LLC (“Defendant”) in  
13 California in non-exempt, hourly positions at any time from April 5, 2013 to October 21, 2019,  
14 excluding persons subject to an arbitration agreement and persons covered by the settlement and release  
15 in the matter of *Taylor v. LoanDepot.com, LLC*, Superior Court of California for the County of Orange  
16 No. 30-2013-00648925-CU-OE-CXC (Taylor action) (“Class Members”) who did not work at  
17 loanDepot after January 15, 2016, and excluding of Cinthia Bryant and Caroline Chan, the two class  
18 members who have opted out of the settlement.

19           12.     The Court finds the final Gross Settlement Amount to be \$2,018,817.34, to be paid by  
20 Defendant in full satisfaction of all Released Claims and Released PAGA Claims arising from this  
21 action, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, Class  
22 Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration  
23 Costs.

24           13.     Per the Settlement Agreement, upon the Effective Date, Plaintiffs and all Participating  
25 Class Members who do not affirmatively opt-out of the Settlement Agreement by submitting a timely  
26 and valid Request for Exclusion fully release and forever discharge the Released Parties, to the fullest  
27 extent permitted by law, from the Released Claims, defined as “Claims, rights, demands, liabilities,  
28 penalties, wages, and causes of action, arising from, or that were asserted, or that could have been

1 asserted, based on the facts and allegations in the operative complaints in the Action during the  
2 Settlement Class Period, including: (i) claims for unpaid minimum wages; (ii) claims for unpaid  
3 overtime; (iii) claims for meal break violations; (iv) claims for rest break violations; (v) claims for wage  
4 statement violations; (vi) claims for the failure to timely pay wages during each pay period and upon  
5 termination; and (vii) claims asserted through California Business & Professions Code §§ 17200, et seq.  
6 The Released Claims will be released from April 5, 2013 to September 8, 2020.”

7 14. Per the Settlement Agreement, upon the Effective Date, all PAGA Employees,  
8 regardless whether they submit timely and valid Requests for Exclusion from the Settlement Class, will  
9 fully release and forever discharge the Released Parties, to the fullest extent permitted by law, from the  
10 Released PAGA Claims, defined as “all claims, rights, demands, liabilities, penalties, wages, and causes  
11 of action for civil penalties under the PAGA arising from, or related to, or that were asserted, or that  
12 could have been asserted, based on the facts and allegations in the operative complaints during the  
13 PAGA Period.”

14 15. Plaintiffs Amy Piana, Laura Tolentino, Andre Laws, and Erica Hart are suitable Class  
15 Representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court  
16 finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured adequate and  
17 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the  
18 Settlement Class.

19 16. The Court hereby awards each of the Plaintiffs a Class Representative Enhancement  
20 Payments of \$5,000 for their service on behalf of the Settlement Class, and for agreeing to general  
21 releases of all claims arising out of their employment with Defendant.

22 17. The Court finds that the attorneys at Capstone Law APC have the requisite  
23 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
24 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
25 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

26 18. The Court hereby awards a total of \$650,000 in attorneys’ fees and \$35,463.65 in costs  
27 and expenses to Capstone Law APC; David Yeremian & Associates, Inc.; and Employees First Labor  
28 Law P.C., as set forth in the Settlement Agreement. The Court finds that the requested award of

1 attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the  
2 common fund created by the settlement. Counsel have also established the reasonableness of the  
3 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates, hours  
4 billed, and risk multiplier are fair and reasonable.

5 19. The Court has reviewed the settlement of civil penalties under PAGA in the amount of  
6 \$168,817.34, and it is hereby approved. Seventy-Five Percent (75%), or \$126,613.01, shall be paid to the  
7 California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or  
8 \$42,204.34, will be distributed to the PAGA Employees as set forth in the Settlement Agreement. PAGA  
9 Employees as set forth in the Settlement Agreement means all persons who worked for Defendant  
10 loanDepot.com, LLC in California in non-exempt, hourly positions at any time from April 5, 2016 to  
11 June 24, 2019. The PAGA Employees have released and forever discharged the Defendant for any and  
12 all Released PAGA Claims, and the Court's Order and Final Judgment shall be forever binding on all  
13 PAGA Employees. The Court approves settlement administration costs and expenses in the amount of  
14 \$20,000 to Phoenix Settlement Administration.

15 20. The Court finds the Net Settlement Amount, meaning the portion of the Gross  
16 Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative  
17 Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs, to be  
18 \$1,959,536.35. The Net Settlement Amount shall be distributed to Participating Class Members as set  
19 forth in the Settlement Agreement. Any residuals that are uncashed shall be paid by Defendant through  
20 Phoenix Settlement Administration, per Code of Civil Procedure Section 384(b), to the Settlement cy  
21 pres beneficiary, Jewish Federal & Family Services of Orange County's Lifelines Emergency Assistance  
22 Program, as set forth in the Settlement Agreement. All Class Members were given a full and fair  
23 opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to  
24 be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to  
25 exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement  
26 Agreement and of the Court's Order shall be forever binding on all Class Members who did not timely  
27 and properly opt out of the settlement. These Class Members have released and forever discharged the  
28 Defendant for any and all Released Claims.

1           21.     It is hereby ordered that the date of Final Approval of the Settlement Agreement set forth  
2 below is the Effective Date as set forth in the Settlement Agreement. Defendant shall deposit the Gross  
3 Settlement Amount and the employer's share of payroll taxes to Phoenix Settlement Administration  
4 within 30 days of the Effective Date, as set forth in the Settlement Agreement.

5           22.     Phoenix Settlement Administration is ordered to issue payments within 40 days of the  
6 Effective Date to Participating Class Members and PAGA Employees, the Labor and Workforce  
7 Development Agency, Plaintiffs, Class Counsel, and to itself for Court-approved services performed in  
8 connection with the Settlement, as set forth in the Settlement Agreement.

9           23.     Class counsel, via Phoenix Settlement Administration, is to provide notice to the  
10 Participating Class Members of this Order and Judgment by posting a copy of this Order and Judgment  
11 to the Settlement Administrator's website for this Settlement.

12           24.     Pursuant to CRC 3.769(h) and CCP § 664.6, the Court reserves continuing jurisdiction  
13 for the purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement, (ii)  
14 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under  
15 court rules or as set forth in the Settlement Agreement.

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1           25.     The Court sets a date for a Final Compliance and Residuals Hearing pursuant to  
2 California Code of Civil Procedure section 384(b) and the Settlement Agreement on **October 14, 2022**  
3 **at 1:30 p.m.** in Department CX101. Phoenix Settlement Administration is to submit a declaration to  
4 Class Counsel and Defendant's counsel within 10 calendar days after the 120-day deadline to cash or  
5 deposit checks, reporting the total unpaid residual from the Individual Settlement Payments (if any) plus  
6 interest on that sum at the legal rate from the date of entry of the Final Order. Class Counsel is ordered to  
7 provide a compliance status report including information regarding the completion of the distribution  
8 process and the residual (if any) to the court 10 calendar days prior to the Final Compliance and Residual  
9 Hearing, together with a proposed Amended Order and Judgment directing Defendant to distribute the  
10 residual, plus interest, to the *cy pres* recipient as set forth in the Settlement Agreement. The Court will  
11 not accept an "Addendum" to this Order and Judgment. The Amended Order and Judgment shall  
12 contain the entire text of this Order and Judgment.

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15           **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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19 Dated: 04/01/2022



Hon. Glenda Sanders  
Orange County Superior Court Judge