

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Piana vs. Loandepot.com, LLC**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2017-00913164-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Amended ORDER of Final Approval and Judgment Granting Motion for Final Approval of Class Action Settlement and Motion for Attorney's Fees, Costs, and Expenses, and Class Representative Enhancement Payments dated 11/30/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on December 1, 2022, at 10:25:56 AM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiffs,

vs.

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

Defendants.

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

Plaintiffs,

vs.

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

Defendants.

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 30 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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

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

~~AMENDED PROPOSED~~ 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: November 18, 2022
Time: 1:30 p.m.
Place: Department CX103

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10 on behalf of themselves and others similarly situated

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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, David Yeremian &
23 Associates, Inc., and Employees First Labor Law P.C., and have the requisite qualifications, experience,
24 and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that
25 counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and
26 hereby appoints these firms as counsel for the Settlement Class.

27 18. The Court hereby awards a total of \$650,000 in attorneys’ fees and \$35,463.65 in costs
28 and expenses to Capstone Law APC; David Yeremian & Associates, Inc.; and Employees First Labor

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

6 19. The Court has reviewed the settlement of civil penalties under PAGA in the amount of
7 \$168,817.34, and it is hereby approved. Seventy-Five Percent (75%), or \$126,613.01, shall be paid to the
8 California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or
9 \$42,204.34, will be distributed to the PAGA Employees as set forth in the Settlement Agreement. PAGA
10 Employees as set forth in the Settlement Agreement means all persons who worked for Defendant
11 loanDepot.com, LLC in California in non-exempt, hourly positions at any time from April 5, 2016 to
12 June 24, 2019. The PAGA Employees have released and forever discharged the Defendant for any and
13 all Released PAGA Claims, and the Court's Order and Final Judgment shall be forever binding on all
14 PAGA Employees. The Court approves settlement administration costs and expenses in the amount of
15 \$20,000 to Phoenix Settlement Administration.

16 20. All Class Members were given a full and fair opportunity to participate in the Approval
17 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
18 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
19 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
20 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.
21 These Class Members have released and forever discharged the Defendant for any and all Released
22 Claims.

23 21. Upon entry of this Amended Order and Judgment, the settlement administrator is
24 directed to distribute the unclaimed residuals totaling \$208,737.91 to the Settlement's cy pres
25 beneficiary, Jewish Federation & Family Services of Orange County's Lifeline's Emergency Assistance
26 Program.

27 22. Without affecting the finality of the Judgment, the Court shall retain exclusive and

28 22. continuing jurisdiction over the above-captioned action and the parties and class

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members for purposes of enforcing the terms of the Judgment entered herein.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

NOV 30 2022

Dated: _____



JUDGE LON F. HURWITZ
Orange County Superior Court Judge