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**FILED**  
Superior Court of California  
County of Sacramento  
09/19/2023  
V. Aleman, Deputy

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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **COUNTY OF SACRAMENTO**

19 ADAM J. HARMONING and MARCUS  
20 CASTRO,

21 Plaintiffs,

22 vs.

23 FIRST BANK; FIRST BANKS, INC.; and  
24 DOES 1 through 50 inclusive

25 Defendants.  
26

Case No. 34-2017-00223939

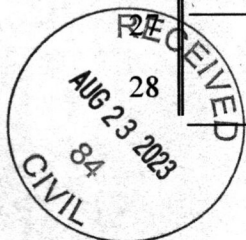
**CLASS ACTION**

**~~[PROPOSED]~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT AND ENTERING  
JUDGMENT THEREON**

**Hearing Set By Court (May 5, 2023 Order)**

Date: September 15, 2023  
Time: 9:00 a.m.  
Dept: 28  
Judge: Hon. Lauri A. Damrell

BY FAX



1 This matter came on for hearing on September 15, 2023 in Department 28 of the above-  
2 captioned Court on Plaintiffs' Motion for Order Granting Final Approval of Class Action and PAGA  
3 Settlement and Entering Judgment, ("Motion"), pursuant to California Rule of Court 3.769, this  
4 Court's Order Granting Preliminary Approval of Class Action and PAGA Settlement, the Second  
5 Class Action and PAGA Settlement Agreement ("Agreement").

6 Having received and considered the Agreement, the supporting papers filed by the Parties,  
7 and the evidence and argument received by the Court in conjunction with the Renewed Motion for  
8 Preliminary Approval of Class and PAGA Representative Action Settlement, and the supporting  
9 papers, and evidence and argument received by the Court in conjunction with the Motion for Order  
10 Granting Final Approval of Class Action Settlement, the Court grants final approval of the  
11 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Except as otherwise specified herein, the Court, for purposes of this Final Approval  
13 Order, adopts all defined terms set forth in the Parties' Agreement.

14 2. Pursuant to the Preliminary Approval Order filed May 5, 2023, a Notice of Class  
15 Action Settlement, Change of Address form, and pre-printed return envelope ("Notice Packet") were  
16 mailed to each Class Member by first-class U.S. mail. The Notice Packet informed the Class of the  
17 terms of the Settlement, their right to receive an Individual Settlement Payment without any required  
18 action, their right to comment upon or object to the Settlement, and their right to appear in person  
19 or by counsel at the final approval hearing and to be heard regarding approval of the Settlement.  
20 Adequate periods of time were provided for each of these procedures.

21 3. No member of the Class filed a request to be excluded from the Settlement or a  
22 written objection to the proposed Settlement as part of this notice process or stated an intention to  
23 appear at the final approval hearing.

24 4. The Court finds and determines this notice procedure afforded adequate protections  
25 to Class Members and provides the basis for the Court to make an informed decision regarding  
26 approval of the Settlement based on the responses of the Class. The Court finds and determines that  
27 the notice provided in this case was the best notice practicable, which satisfies the requirements of  
28 law and due process.

1           5.       With respect to the Class and for purposes of approving this Settlement only, this  
2 Court confirms certification of the Class defined as: persons employed by Defendant in California  
3 as Home Loan Consultants, Home Loan Advisors, Mortgage Bankers or other similarly situated  
4 employees of Defendant, however titled, including Plaintiffs Adam Harmoning and Marcus Castro,  
5 during the period of December 18, 2013 until September 30, 2022.

6           6.       The Court finds and determines the terms set forth in the Agreement are fair,  
7 reasonable, and adequate and, having found that the Settlement was reached as a result of informed  
8 and non-collusive arms'-length negotiations facilitated by a neutral and experienced mediator,  
9 directs the Parties to effectuate the Settlement according to the terms set forth in the Agreement. The  
10 Court further finds the Parties conducted extensive investigation, research, and discovery, and that  
11 their attorneys were able to reasonably evaluate their respective positions. The Court also finds that  
12 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as  
13 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed  
14 the monetary recovery and recognizes the significant value provided to the Class.

15           7.       The Court further finds and determines that the terms of the Settlement are fair,  
16 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered  
17 finally approved, and that all terms and provisions of the Settlement should be and hereby are  
18 ordered to be consummated.

19           8.       The Court finds and determines that the Settlement Payments to be paid to  
20 Participating Settlement Class Members as provided for by the Settlement are fair and reasonable.  
21 The Court hereby grants final approval to and orders the payment of those amounts be made to the  
22 Participating Class Members in accordance with the Agreement.

23           9.       The Court finds and determines that the fees and expenses in administrating the  
24 Settlement incurred by CPT Group, Inc., in the amount of \$7,250.00 are fair and reasonable. The  
25 Court hereby grants final approval to and orders that the payment of that amount in accordance with  
26 the Agreement.

27           10.      The Court finds and determines the Class Representative Service Payment of  
28 \$10,000.00 to Plaintiff Adam Harmoning is fair and reasonable. The Court hereby orders the

1 Administrator to make this payment to the Plaintiff Adam Harmoning, in accordance with the terms  
2 of the Agreement.

3 11. The Court finds and determines the Class Representative Service Payment of  
4 \$10,000.00 to Plaintiff Marcus Castro is fair and reasonable. The Court hereby orders the  
5 Administrator to make this payment to the Plaintiff Marcus Castro, in accordance with the terms of  
6 the Agreement.

7 12. The Court finds and determines that payment to the California Labor and Workforce  
8 Development Agency of \$11,250.00 (75% of 15,000.00) as its share of the Settlement of civil  
9 penalties under the Private Attorneys Generals Act is fair, reasonable, and appropriate. The Court  
10 hereby grants final approval to and orders that amount be paid in accordance with the Agreement.

11 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
12 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees of \$183,833.00  
13 and litigation costs of \$15,000.00. The Court finds such amounts to be fair and reasonable. The  
14 Court hereby orders the Administrator to make these payments in accordance with the terms of the  
15 Agreement.

16 14. Upon the Effective Date of the Agreement, the Plaintiffs and all Class Members who  
17 did not timely exclude themselves from the Settlement shall be deemed to have waived the Released  
18 Class Claims against the Released Parties. Upon the Effective Date of the Agreement, the release  
19 for PAGA claims shall be effective. Those who did validly exclude themselves are nonetheless  
20 bound by the Agreement's release of civil penalties under the Private Attorneys' General Act  
21 ("PAGA").

22 15. Without affecting the finality of this Order or the entry of judgment in any way, the  
23 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,  
24 effectuation, and enforcement of this Order and the Agreement.

25 16. Neither Defendant nor any Released Parties shall have any further liability for costs,  
26 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided  
27 for by the Agreement.

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1 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
2 under the Agreement or under this Order, including the requirement that Defendants make payments  
3 to the Participating Class Members in accordance with the Settlement.

4 18. The Court hereby enters final judgment in accordance with the terms of the  
5 Agreement, and the Court's Preliminary Approval Order, and this Order.

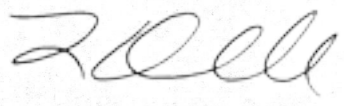
6 19. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by providing notice  
7 of entry of judgment with the posting of the Order Granting Final Approval and Entering Judgment  
8 on the Administrator, CPT Group, Inc.'s website.

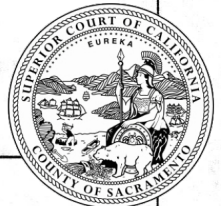
9 20. Pursuant to Labor Code section 2699(1)(3), Plaintiffs shall submit a copy of this  
10 Order and Judgment to the California Labor and Workforce Development Agency within 10 days  
11 after entry of the Judgment.

12 21. The Parties will bear their own costs and attorneys' fees except as otherwise provided  
13 by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

14 **IT IS SO ORDERED.**

15  
16 Dated: 09/19/2023

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18 \_\_\_\_\_  
19 Honorable Lauri A. Damrell  
20 Judge of the Superior Court of California



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