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**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego

~~11/16/2022 at 05:32:54 PM~~  
Clerk of the Superior Court  
By Kristin Sorianosos, Deputy Clerk

**FILED**  
Clerk of the Superior Court

DEC - 2 2022

By: H. CHAVARIN, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

SUSANA VALDEZ, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

FAIRWAY INDEPENDENT  
MORTGAGE CORPORATION, a Texas  
corporation.; and DOES 1-20, inclusive,

Defendants.

Case No. 37-2018-00053677-CU-OE-CTL  
(consolidated with Case No. 37-2019-00003139-  
CU-OE-CTL)

*Assigned for All Purposes to the:*  
*Hon. Kenneth J. Medel, Dept. C-66*

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

Date: December 2, 2022  
Time: 9:30 a.m.  
Dept: C-66

1 This matter came on for hearing on December 2, 2022, at 9:30 a.m., in Department C-66  
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action  
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary  
4 Approval. ROA 205.

5 Having received and considered the Settlement Agreement, as amended by the First  
6 Amended to Settlement Agreement and Release and Second Amendment to Settlement  
7 Agreement and Release (collectively, "Settlement Agreement" or "Settlement"), the supporting  
8 papers filed by the Parties, and the evidence and argument received by the Court in conjunction  
9 with the unopposed Motion for Preliminary Approval of Class Action Settlement heard January  
10 14, 2022 and the instant Motion for Final Approval, the Court grants final approval of the  
11 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. All terms in this Order which are defined in the Settlement Agreement shall have  
13 the same meaning as in the Settlement Agreement.

14 2. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to  
15 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of  
16 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)  
17 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue  
18 their own remedies, and (c) of their right to appear in person or by counsel at the final approval  
19 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were  
20 provided by each of these procedures. No member of the Class filed written objection to the  
21 proposed Settlement as part of this notice process or stated an intention to appear at the final  
22 approval hearing.

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

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

12           4.       The Court has certified a Settlement Class, as that term is defined in and by the  
13 terms of the Settlement Agreement as all current and former non-exempt employees employed  
14 by Fairway Independent Mortgage Corporation at any time during the Class Period of October  
15 23, 2014, through January 14, 2022, and the Court deems this definition sufficient for purposes  
16 of California Rule of Court 3.765(a).

17           5.       The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

18           6.       The Court hereby confirms Plaintiff Susana Valdez as the Class Representative in  
19 this Action.

20           7.       The Court finds and determines that the terms set forth in the Settlement  
21 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement  
22 according to its terms, having found that the Settlement was reached as a result of informed and  
23 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds  
24 that the Parties conducted extensive investigation, research, and discovery and that their attorneys  
25 were able to reasonably evaluate their respective positions. The Court also finds that the  
26 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,  
27 as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
28

1 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant  
2 value accorded to the Class.

3 8. The Settlement Agreement provides for Three Million Seven Hundred Thirty-  
4 Eight Thousand Seven Hundred Dollars and Zero Cents (\$3,738,700.00). The Court finds and  
5 determines that the terms of the Settlement are fair, reasonable and adequate to the Settlement  
6 Class and to each Settlement Class Member and that the Settlement is ordered finally approved,  
7 and that all terms and provisions of the Settlement should be and hereby are ordered to be  
8 consummated.

9 9. The Court finds and determines that the Individual Settlement Payments to be paid  
10 to participating Settlement Class Members as provided for by the Settlement are fair and  
11 reasonable. The Court hereby gives final approval to and orders the payment of those amounts  
12 be made to the participating Settlement Class Members in accordance with the Settlement  
13 Agreement.

14 10. The Court finds and determines that payment to the California Labor and  
15 Workforce Development Agency of \$37,500.00 as its share of the settlement of civil penalties in  
16 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders  
17 that the payment of that amount be paid in accordance with the Settlement Agreement.

18 11. The Court finds and determines that the fees and expenses in administering the  
19 Settlement incurred by CPT Group, Inc., in the amount of \$18,750.00, are fair and reasonable.  
20 The Court hereby gives final approval to and orders that the payment of that amount in accordance  
21 with the Settlement.

22 12. The Court finds and determines the Class Representative Service Award of up  
23 to \$5,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make  
24 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement  
25 Agreement.

26 13. Pursuant to the terms of the Settlement, and the authorities, evidence and  
27 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees  
28 in the sum of \$1,308,545.00 and litigation costs of \$42,919.24. The Court finds such amounts

1 to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these  
2 payments in accordance with the terms of the Settlement Agreement.

3 14. Without affecting the finality of this order or the entry of judgment in any way,  
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
5 implementation, effectuation, and enforcement of this order and the Settlement.

6 15. Neither Defendant nor any related persons or entities shall have any further  
7 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
8 except as provided for by the Settlement Agreement.

9 16. Neither the making of the Settlement Agreement nor the entry into the Settlement  
10 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of  
11 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a  
12 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
13 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement  
14 be construed as an admission or concession by or against Defendant or any related person or  
15 entity.

16 17. Nothing in this order shall preclude any action to enforce the Parties' obligations  
17 under the Settlement or under this order, including the requirement that Defendants make  
18 payment to the participating Settlement Class Members in accordance with the Settlement.

19 18. Upon completion of administration of the Settlement, the Settlement  
20 Administrator will provide written certification of such completion to the Court and counsel for  
21 the Parties which shall be filed with the Court five (5) court days before the non-appearance  
22 compliance hearing set for December 8, 2023 at 9:30 a.m. [or \_\_\_\_\_, 2023 at 9:30 a.m.],  
23 in Dept. C-66.

24 19. The Court hereby enters final judgment in accordance with the terms of the  
25 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement  
26 filed on January 14, 2022, and this Order.

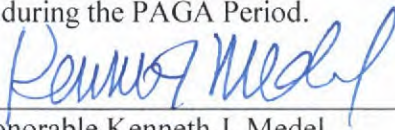
1           20.    The Parties will bear their own costs and attorneys' fees except as otherwise  
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation  
3 costs.

4           21.    By virtue of this Judgment and as of the date Defendant funds the Settlement, all  
5 Settlement Class Members, have released and discharged Defendant and each of the Released  
6 Parties from the Released Claims. Class Members may hereafter discover facts in addition to or  
7 different from those they now know or believe to be true with respect to the subject matter of the  
8 Released Claims. However, on entry of this Order, all Settlement Class Members shall be deemed  
9 to have, by operation of the Final Judgment, fully, finally and forever settled and released any and  
10 all of the Released Claims.

11           21.    Also, by virtue of this Judgment and as of the date Defendant funds the Settlement,  
12 Plaintiff Susanna Valdez has released, in addition to the Released Claims described above, any and  
13 all provisions, rights and benefits conferred by Section 1542 of the California Civil Code, or by any  
14 statute or principle of common law or equity that are similar, comparable or equivalent, in whole or  
15 in part, to California Civil Code Section 1542, which provides: "A general release does not extend  
16 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at  
17 the time of executing the release and that, if known by him or her, would have materially affected  
18 his or her settlement with the debtor or released party."

19           22.    As of the date Defendant funds the settlement, this Judgment also bars (i) any and  
20 all Aggrieved Employees, and (ii) the California Labor Workforce and Development Agency, any  
21 other agency of the State of California, or any person acting on its behalf, from pursuing any and  
22 all claims against any Released Party exhausted in Plaintiff's notice(s) sent to the LWDA and  
23 alleged in the operative complaint, which arose during the PAGA Period.

24 DATED: 12.2.22

  
\_\_\_\_\_  
Honorable Kenneth J. Medel  
JUDGE OF THE SUPERIOR COURT