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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

RUBEN ALVARADO, individually, and on  
behalf of other members of the general public  
similarly situated; WHITEY DAVIS,  
individually, and on behalf of other members of  
the general public similarly situated and on  
behalf of other aggrieved employees pursuant to  
the California Private Attorneys General Act,

Plaintiffs,

v.

CITADEL SERVICING CORPORATIONS, a  
California corporation; and DOES 1 through  
100, inclusive,

Defendant.

Case No.: 30-2019-01057617-CU-OE-CXC

Honorable Lon F. Hurwitz  
Department CX103

**CLASS ACTION**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Date: June 2, 2023  
Time: 1:30 p.m.  
Department: CX103

Complaint Filed: March 18, 2019  
FAC Filed: March 3, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Lon F. Hurwitz in Department CX103 of the  
2 above-entitled Court, located at located at 700 W Civic Center Dr., Santa Ana, California 92701,  
3 on Plaintiffs Ruben Alvarado and Whitey Davis's (together, "Plaintiffs") Motion for Final  
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Awards ("Motion for  
5 Final Approval"). Lawyers *for* Justice, PC and Protection Law Group, LLP appeared on behalf of  
6 Plaintiffs, and Gordan Rees Scully Mansukhani, LLP appeared on behalf of Defendant Citadel  
7 Servicing Corporation ("Defendant").

8 On January 9, 2023, the Court entered the Order Granting Preliminary Approval of Class  
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
10 of the above-entitled action ("Action") in accordance with the Stipulation of Settlement, attached  
11 as "Exhibit 1" to the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for  
12 Preliminary Approval of Class Action Settlement (ROA No. 122) and Amendment No. 1 to  
13 Stipulation of Settlement, attached as "Exhibit 2" to the Declaration of Brian J. St. John in Support  
14 of Plaintiffs' Motion for Preliminary Approval (ROA No. 210) (together, "Settlement,"  
15 "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, set  
16 forth the terms and conditions for settlement of the Actions.

17 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. All terms used herein shall have the same meaning as defined in the Settlement  
21 Agreement and the Preliminary Approval Order.

22 2. This Court has jurisdiction over the claims of the Settlement Class Members  
23 asserted in this proceeding and over all parties to the Actions.

24 3. The Court finds that the applicable requirements of California Code of Civil  
25 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
26 to the Non-Exempt Class, Salaried Class, and the Settlement. The Court hereby makes final its  
27 earlier provisional certification of the Settlement Class for settlement purposes, as set forth in the  
28 Preliminary Approval Order. The Non-Exempt Class is hereby defined to include:

1 All current and former hourly-paid or non-exempt employees who worked  
2 for Defendant in the State of California at any time during the period from  
March 18, 2015 through January 9, 2023 (“Non-Exempt Class” or “Non-  
Exempt Class Members”).

3 The Salaried Class is hereby defined to include:

4 All current and former employees who worked for Defendant in the State  
5 of California at any time during the time period from March 18, 2015  
through January 9, 2023 (the “Class Period”) and had one of the following  
6 job titles: Funder, Account Executive, Area Sales Manager, Assistant Sales  
Manager, Disclosure Supervisor, Paralegal, Technical Writer, Quality  
7 Control Specialist, Quality Control Auditor, Quality Assurance Specialist,  
Disclosure Supervisor, Investor Reporting Analyst, Learning and  
8 Development Specialist (“Salaried Class” or “Salaried Class Members”).

9 The Non-Exempt Class and the Salaried Class are collectively referred to as “Class” or  
10 “Class Members.”

11 4. The Notice of Class and Representative Action Settlement (“Class Notice”) that  
12 was provided to the Class Members, fully and accurately informed the Class Members of all  
13 material elements of the Settlement and of their opportunity to participate in, object to or comment  
14 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the  
15 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with  
16 the laws of the State of California, the United States Constitution, due process and other applicable  
17 law. The Class Notice fairly and adequately described the Settlement and provided the Class  
18 Members with adequate instructions and a variety of means to obtain additional information.

19 5. Pursuant to California law, the Court hereby grants final approval of the Settlement  
20 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a  
21 whole. More specifically, the Court finds that the Settlement was reached following meaningful  
22 discovery and investigation conducted by Lawyers *for* Justice, PC and Protection Law Group, LLP  
23 (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and  
24 arms-length negotiations between the parties; and that the terms of the Settlement are in all respects  
25 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence  
26 presented, including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and  
27 complexity of the claims presented; the likely duration of further litigation; the amount offered in  
28 the Settlement; the extent of investigation and discovery completed; and the experience and views

1 of Class Counsel. The Court has further considered the absence of objections to the Settlement  
2 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be  
3 affected in accordance with the Settlement Agreement and the following terms and conditions.

4 6. A full opportunity has been afforded to the Class Members to participate in the  
5 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
6 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
7 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
8 validly opt out of the Settlement (“Settlement Class Member”) are bound by the Settlement and  
9 this order and judgment (“Final Approval Order and Judgment”).

10 7. The Court finds that one (1) Class Member has timely and validly opted out of the  
11 Settlement and will not be bound by this Final Approval Order and Judgment.

12 8. The Court finds that payment of Settlement Administration Expenses in the amount  
13 of \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for  
14 the notice and settlement administration process. It is hereby ordered that the Settlement  
15 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$10,000.00, in  
16 accordance with the terms and methodology set forth in Settlement Agreement.

17 9. The Court finds that the Service Awards sought are fair and reasonable for the work  
18 performed by Plaintiffs on behalf of the Settlement Class. It is hereby ordered that the Settlement  
19 Administrator issue payment in the amount of \$10,000.00 each to Plaintiffs Ruben Alvarado and  
20 Whitey Davis for their Service Awards, according to the terms and methodology set forth in the  
21 Settlement Agreement.

22 10. The Court finds that the allocation of \$100,000.00 toward penalties under the  
23 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and  
24 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
25 Payment as follows: the amount of \$75,000.00 to the California Labor and Workforce  
26 Development Agency, and the amount of \$25,000.00 to be included in the Net Distribution Fund  
27 for distribution to Settlement Class Members , according to the terms and methodology set forth  
28 in the Settlement Agreement.

1           11.     The Court finds that the request for attorneys' fees in the amount of \$316,635.00  
2 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
3 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and  
4 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
5 amount of \$316,635.00 to Class Counsel for attorneys' fees, in accordance with the terms and  
6 methodology set forth in the Settlement Agreement, as follows: \$253,308.00 to Lawyers *for*  
7 Justice, PC and \$63,327.00 to Protection Law Group, LLP.

8           12.     The Court finds that reimbursement of litigation costs and expenses in the amount  
9 of \$11,315.71 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
10 Settlement Administrator issue payment in the amount of \$11,315.71 to Class Counsel for  
11 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
12 forth in the Settlement Agreement, as follows: \$11,004.61 to Lawyers *for* Justice, PC and \$311.10  
13 to Protection Law Group, LLP .

14           13.     The Court hereby enters Judgment by which Non-Exempt Settlement Class  
15 Members shall be conclusively determined to have given a release of any and all Non-Exempt  
16 Settlement Class Members Released Claims against the Released Parties, and all Salaried  
17 Settlement Class Members shall be conclusively determined to have given a release of any and all  
18 Salaried Settlement Class Members Released Claims, as set forth in the Settlement Agreement and  
19 Class Notice.

20           14.     It is hereby ordered that Defendant shall deposit the Total Settlement Amount into  
21 an account established by the Settlement Administrator within ten (10) calendar days following  
22 the Effective Date, in accordance with the terms and methodology set forth in the Settlement  
23 Agreement.

24           15.     It is hereby ordered that the Settlement Administrator shall distribute Individual  
25 Settlement Payments to the Settlement Class Members within twenty (20) calendar days following  
26 the Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

27           16.     Each check issued to a Settlement Class Member for his or her Individual  
28 Settlement Payment shall be valid for a period of one hundred and eighty (180) calendar days from

1 the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The  
2 funds associated with such canceled checks will be distributed to Community Legal Aid SoCal.

3 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
4 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
5 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
6 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
7 any dispute arising from or in connection with the distribution of settlement benefits.

8 18. Within ten (10) calendar days of entry of this Final Approval Order and Judgment,  
9 Plaintiffs shall submit a copy of this Final Approval Order and Judgement to the California Labor  
10 & Workforce Development Agency.

11 19. Notice of entry of this Final Approval Order and Judgment shall be given to the  
12 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on  
13 Simpluris, Inc.'s website for a period of at least one hundred eighty (180) calendar days after the  
14 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

15 20. A Final Report Hearing is set for \_\_\_\_\_, at \_\_\_\_\_ in Department  
16 CX103. Class Counsel shall submit a final accounting report regarding the status of the settlement  
17 administration at least sixteen (16) calendar days prior to the Final Report Hearing.

18  
19  
20 Dated: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE LON F. HURWITZ  
JUDGE OF THE SUPERIOR COURT