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

MARCO RODRIGUEZ, 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;

Plaintiff,

vs.

NEW PENN FINANCIAL, LLC, a Delaware
corporation; NEWREZ, LLC, a Delaware
company; and DOES 2 through 100, inclusive,

Defendants.

Case No.: 34-2018-00233729-CU-OE-GDS

Honorable Shama H. Mesiwala
Department 53

CLASS ACTION

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

Reservation No.: 2561826

Date: July 29, 2021
Time: 1:30 p.m.
Department: 53

Complaint Filed: May 25, 2018
FAC Filed: September 26, 2018
SAC Filed: April 19, 2021
Trial Date: None Set

1 This matter has come before the Honorable Shama H. Mesiwala in Department 53 of the
2 above-entitled Court, located at Gordon D. Schabor Courthouse, 720 9th Street, Sacramento,
3 California 95814, on Plaintiff Marco Rodriguez’s (“Plaintiff”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Costs Payment, and Service Payment (“Motion for Final
5 Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Duane Morris, LLP
6 appeared on behalf of Defendant NewRez LLC (formerly known as “New Penn Financial, LLC”)
7 (“Defendant”).

8 On April 15, 2021, 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 Class Action and
11 PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
12 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
13 Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

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

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

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

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

26 All current and former hourly-paid or non-exempt employees who worked for
27 Defendant within the State of California at any time during the period from
28 May 25, 2014 to April 15, 2021 (“Class” or “Class Members”).

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

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Participating Class Members”) are bound by this Final Approval
27 Order and Judgment.

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1 7. The Court finds that payment of Administration Costs in the amount of \$7,200 is
2 appropriate for the services performed and costs incurred and to be incurred for the notice and
3 settlement administration process. It is hereby ordered that the Administrator, Simpluris, Inc.,
4 shall issue payment to itself in the amount of \$7,200, in accordance with the terms and
5 methodology set forth in Settlement Agreement.

6 8. The Court finds that the Service Payment sought is fair and reasonable for the work
7 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Administrator issue
8 payment in the amount of \$15,000.00 to Plaintiff Marco Rodriguez for his Service Payment,
9 according to the terms and methodology set forth in the Settlement Agreement.

10 9. The Court finds that the allocation of \$250,000.00 toward penalties under the
11 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
12 appropriate, and hereby approved. The Administrator shall distribute the PAGA Payment as
13 follows: the amount of \$187,500.00 to the California Labor and Workforce Development Agency,
14 and the amount of \$62,500.00 to be included in the Net Settlement Fund for distribution to
15 Participating Class Members, according to the terms and methodology set forth in the Settlement
16 Agreement.

17 10. The Court finds that the request for attorneys’ fees in the amount of \$1,140,000.00
18 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
20 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
21 \$1,140,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology
22 set forth in the Settlement Agreement.

23 11. The Court finds that reimbursement of litigation costs and expenses in the amount
24 of \$49,995.38 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Administrator issue payment in the amount of \$49,995.38 to Class Counsel for reimbursement of
26 litigation costs and expenses, in accordance with the terms and methodology set forth in the
27 Settlement Agreement.

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1 12. The Court hereby enters Judgment by which Participating Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Notice Packet.

4 13. It is hereby ordered that Defendant shall remit the Gross Settlement Fund to the
5 Administrator for the establishment of the Qualified Settlement Fund within fifteen (15) court days
6 after the Effective Date, in accordance with the terms and methodology set forth in the Settlement
7 Agreement.

8 14. It is hereby ordered that the Administrator shall distribute Individual Settlement
9 Payments to the Participating Class Members within seven (7) calendar days after the Effective
10 Date, according to the methodology and terms set forth in the Settlement Agreement.

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

16 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
17 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris Inc.'s
18 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
19 Order and Judgment. Individualized notice is not required.

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21 Dated: _____

HONORABLE SHAMA H. MESIWALA
JUDGE OF THE SUPERIOR COURT