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**FILED**  
Clerk of the Superior Court

SEP 15 2023

By: C. Beutler, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO**

BRIAN HARVEY, individually and on  
behalf of all other similarly situated,

Plaintiff,

vs.

ADVISORS MORTGAGE GROUP,  
LLC; and DOES 1 through 20,  
inclusive,

Defendant.

Case No. 37-2021-00019330-CU-OE-CTL

Consolidated with Case No. 37-2021-00033201-  
CU-OE-CTL

*Assigned for all purposes to:  
Hon. Katherine Bacal, Dept. C-69*

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

Date: September 15, 2023  
Time: 1:30 p.m.  
Dept: C-69

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

1:30p.m.

This matter came on for hearing on September 15, 2023, at ~~9:00 a.m.~~, in Department C-69 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval signed April 18, 2023 and the Joint Stipulation for Class Action Settlement and Release ("Settlement Agreement"), a copy of which was filed as Exhibit 1 in conjunction with the Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

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

1           3.       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 Brian Harvey 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 Representatives, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual  
11 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 who are or  
14 were employed by Defendant in California at any time from November 3, 2016 through June 8,  
15 2022.

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

17           6.       The Court hereby confirms Plaintiff Brian Harvey as the Class Representatives in  
18 this Action.

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

1           8.       The Court further finds and determines that the terms of the Settlement are fair,  
2 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that  
3 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement  
4 should be and hereby are ordered to be consummated.

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

10          10.      The Court finds and determines that the fees and expenses in administering the  
11 Settlement incurred by Phoenix Settlement Administrators in the amount of \$7,250.00, are fair  
12 and reasonable. The Court hereby gives final approval to and orders that the payment of that  
13 amount in accordance with the Settlement.

14          11.      The Court finds and determines the Class Representative Enhancement Award of  
15 \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make  
16 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement  
17 Agreement.

18          12.      Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of  
20 \$183,333.33 and litigation costs of \$14,144.58. The Court finds such amounts to be fair and  
21 reasonable. The Court hereby orders the Settlement Administrator to make these payments in  
22 accordance with the terms of the Settlement Agreement.

23          13.      Without affecting the finality of this order or the entry of judgment in any way,  
24 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
25 implementation, effectuation, and enforcement of this order and the Settlement.

26          14.      Neither Defendant nor any related persons or entities shall have any further  
27 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
28 except as provided for by the Settlement Agreement.

1           15.     Neither the making of the Settlement Agreement nor the entry into the Settlement  
2 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of  
3 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a  
4 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
5 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement  
6 be construed as an admission or concession by or against Defendant or any related person or  
7 entity.

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

11           17.     Pursuant to CCP § 384(b), Plaintiff shall submit to the Court a final report on or  
12 before May 2, 2024 setting forth the actual amounts paid to class members and other amounts  
13 disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether  
14 further reports and/or a hearing will be necessary.

15           18.     The Court hereby enters final judgment in accordance with the terms of the  
16 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed  
17 on April 18, 2023, and this Order.

18           19.     The Parties will bear their own costs and attorneys' fees except as otherwise  
19 provided by this Court's Order awarding Class Counsel's Award for attorneys' fees and litigation  
20 costs.

21  
22 DATED: 9/15/23

  
\_\_\_\_\_  
Honorable Katherine Bacal  
JUDGE OF THE SUPERIOR COURT