

PLAINTIFF/PETITIONER: Diva Alfaro
 DEFENDANT/RESPONDENT: Paramount Residential Mortgage Group, Inc., et al.

CASE NUMBER:
 CVRI2103949

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

1 Reuben D. Nathan, Esq. (SBN: 208436)
2 rnathan@nathanlawpractice.com
3 **NATHAN & ASSOCIATES, APC**
4 2901 W. Coast, Suite 200
5 Newport Beach, California 92663
6 TEL: (949) 270-2798
7 FAX: (949) 209-0303

8 Matthew Righetti, Esq. State Bar No. 121012
9 John Glugoski, Esq. State Bar No. 191551
10 **RIGHETTI GLUGOSKI, P.C.**
11 2001 Union Street, Suite 400
12 San Francisco, CA 94123
13 Telephone: (415) 983-0900
14 Facsimile: (415) 397-9005
15 Email: matt@righettilaw.com
16 Email: jglugoski@righettilaw.com

17 Attorneys for Plaintiff Diva Alfaro and the Proposed Class

18
19 **SUPERIOR COURT OF CALIFORNIA**
20
21 **FOR THE COUNTY OF RIVERSIDE**

22 DIVA ALFARO on behalf of herself and all
23 similarly situated persons, and the general
24 public,

25 Plaintiff,

26 v.

27 PARAMOUNT RESIDENTIAL
28 MORTGAGE GROUP, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. CVRI2103949

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT**

Date: November 17, 2023

Time: 8:30 A.m.

Dept.: 1

Judge: Hon. Harold Hopp

Filed: August 27, 2021

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 17 2023

E. Escobedo

NKR

NOV 17 2023

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement came on for
3 regularly noticed hearing on November 17, 2023, before the Hon. Harold Hopp in Department 1 of the
4 above-entitled Court, as set forth in the Parties' Class Action and PAGA Settlement Agreement and
5 Release ("Settlement Agreement").

6 Having considered the Parties' Settlement Agreement, Notice of Class Action Settlement, and
7 Memorandum of Points and Authorities filed in Support of the Unopposed Motion for Final Approval
8 of Class Action Settlement, the arguments and discussion of counsel for the respective parties, the
9 documents submitted in support therewith including, without limitation, the Declarations submitted by
10 the Parties and the Claims Administrator, as well as all supporting legal authorities and documents filed
11 herein, and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), including
12 an inquiry into the notice to the Class, and good cause appearing therefor, the court now finds:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Judgment and Order ("Judgment"), adopts all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Parties' Class Action and PAGA
16 Settlement Agreement and Release ("Settlement Agreement").

17 2. The Parties' Settlement Agreement was filed on May 16, 2023 as "Exhibit 1" to the
18 Declaration of John Glugoski in Support of Plaintiff's Unopposed Motion for Preliminary Approval of
19 Class Action and PAGA Settlement and on June 30, 2023 as "Exhibit 1" to the Amended Declaration
20 of John Glugoski in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action
21 and PAGA Settlement.

22 3. The Court has jurisdiction over the subject matter over this Action, the Class Members,
23 the Named Plaintiff, and Defendant.

24 4. The Court finds that the distribution of the Notice of Class Action Settlement to Class
25 Members, as provided for in the Order Granting Preliminary Approval Of Class Action And PAGA
26 Settlement, constituted the best notice practicable under the circumstances to all Class Members and
27 fully met the requirements of California law and due process under the California and United States
28

1 Constitution. Based on evidence and other material submitted in conjunction with the Preliminary and
2 Final Approval Hearings, the actual notice to the class was adequate in all respects.

3 5. The Court finds that the instant Action presented a good faith dispute over unpaid wage
4 claims, meal and rest break violations, improper wage statements, unlawful deductions, reimbursement
5 of business expenses and other relief, and the Court finds in favor of settlement approval.

6 6. The Court approves the Settlement of the above-captioned action, as set forth in the
7 Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate.
8 The Parties to the Settlement Agreement are directed to perform in accordance with the terms set forth
9 in the Settlement Agreement.

10 7. The Parties are to bear their own costs, except as otherwise provided in the Settlement
11 Agreement.

12 8. For purposes of effectuating this Judgment, this Court has certified a class of all
13 Settlement Class Members defined as follows: All California-based hourly non-exempt employees and
14 Loan Officers of Defendants employed from March 1, 2020 through the date of preliminary approval
15 ("Class Period"), who did not Opt-Out (collectively referred to as "Settlement Class"). The Court
16 deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

17 9. No members of the Settlement Class submitted an Opt Out Form or Objection Form by
18 the deadline of October 9, 2023.

19 10. With respect to the Settlement Class and for purposes of approving this Settlement, this
20 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
21 joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement
22 Class Members, and there is a well-defined community of interest among the Settlement Class
23 Members with respect to the subject matter of the Action; (c) the claims of the Named Plaintiff is
24 typical of the claims of the Class Members; (d) the Named Plaintiff has fairly and adequately protected
25 the interests of the Class Members; (e) a class action is superior to other available methods for an
26 efficient adjudication of this controversy; and (f) the counsel of record for the Named Plaintiff, *i.e.*,

1 Class Counsel, are qualified to serve as counsel for the Plaintiff in their individual and representative
2 capacity, as well as for the Settlement Class.

3 11. By this Judgment, each of the Settlement Class Members shall be deemed to have, and
4 by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
5 discharged all Released Claims, as defined in the Settlement Agreement. Specifically, as of the date
6 Defendant fully funds this Settlement, Settlement Class Members shall fully and finally release and
7 discharge Released Parties, from March 1, 2020, through July 28, 2023 (the date the Court granted
8 preliminary approval of the class action settlement), from any and all claims, debts, liabilities, demands,
9 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or
10 accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in
11 the Operative Complaint, including any claims for violation of California Labor Code §§ Labor Code
12 §§ 201, 202, 203, 221, 222, 223, 224, 226, 226.2 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
13 1197.1, 1198, 2698 et seq., 2800 et seq. and 2810.5, , and Industrial Welfare Commission Wage order
14 4-2001, §3(A), Industrial Welfare Commission Wage order 4-2001, § 11, inclusive of any claim for: (a)
15 failure to provide required meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to
16 provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime
17 wages, California Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California
18 Labor Code §§ 1194 and 1197; (e) failure to timely pay wages §§ 204 and 210; (f) failure to timely pay
19 all wages during employment and to discharged and quitting employees, California Labor Code § 201-
20 204, 210; (f) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and
21 226.3; (g) failure to reimburse necessary business expenses, California Labor Code §2802; (h) unlawful
22 deductions; and (i) failure to provide written notice pursuant to Labor Code § 2810.5; predicated on any
23 of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the
24 Operative Complaint including but not limited to, claims for restitution and other equitable relief,
25 liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on
26 account of the allegations or the primary rights asserted in the Operative Complaint. This release shall
27 apply to any and all claims set forth in the operative complaint arising at any point during the Class
28

1 Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all
2 Participating Class Members will forever completely release and discharge the Released Parties from
3 the Released Claims for the Release Period. This release excludes the release of claims not otherwise
4 permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

5 12. As of the date Defendant fully funds the Settlement, Plaintiff, agrees to the Released
6 Claims by Settlement Class Members, which is set forth in paragraph 29 of the Settlement Agreement.
7 In addition to Release of Claims by Settlement Class Members and as a material inducement to
8 Defendant to enter into this Settlement Agreement, Plaintiff for herself and for her spouse, heirs,
9 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
10 personal representatives, and assigns, forever and completely release and discharge the Released Parties
11 from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
12 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
13 expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary
14 damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time
15 through the execution of this Settlement Agreement, whether known or unknown, suspected or
16 unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's
17 employment with or work for Defendant or the remuneration for or termination of such employment.
18 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising under the
19 California Labor Code. This release excludes the release of claims not permitted by law. As to the
20 Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of
21 section 1542 of the California Civil Code Section 1542 reads as follows: "A general release does not
22 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor
23 at the time of executing the release and that, if known by him or her, would have materially affected his
24 or her settlement with the debtor or releasing party."

25 13. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
26 full and complete release and discharge of all parties, Plaintiff and Class Counsel expressly
27 acknowledge that the Settlement Agreement is intended to include in its effect, without limitation, all
28

1 claims that Plaintiff knew of, as well as all claims that she did not know or suspect to exist in their
2 favor against the Released Parties, or any of them, for the time period from the beginning of time to the
3 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
4 extinguishment of any such claims. Plaintiff and Plaintiff's Counsel will not pursue any claims against
5 Defendant, including, but not limited to, any and all claims relating to or arising from Plaintiff's
6 employment with Defendant. This release does not include claims that cannot be released such as
7 unemployment or Worker's Compensation benefits.

8 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
9 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
10 Settlement (i) is, or may be deemed to be, or may be used as an admission of, or evidence of, the
11 validity of any Released Claim, or of any wrongdoing or liability of Defendant or any Released Party;
12 or (ii) is, or may be deemed to be, or may be used as an admission of, or evidence of, any fault or
13 omission of Defendant or any Released Party in any civil, criminal, or administrative proceeding in any
14 court, administrative agency, or other tribunal.

15 15. The only Class Members entitled to payment pursuant to this Judgment are Settlement
16 Class Members. Neither the Settlement Agreement nor this Judgment will result in the creation of any
17 unpaid residue or residual. Individual Settlement Payment checks shall remain negotiable for one
18 hundred and eighty (180) days from the postmark date of issuance. If the Settlement Check is not
19 cashed, deposited, or otherwise negotiated within one hundred twenty (120) days then a postcard
20 reminder will be mailed by the Settlement Administrator in a form agreed to by the Parties. If the
21 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the
22 check will be voided, and the funds associated with any such voided checks shall be distributed to the
23 State of California Controller's Office, Unclaimed Property Division, P.O. Box 942850, Sacramento,
24 CA 94250-5873 in the name of the affected Class Member. Pursuant to Par. 14 of the Settlement
25 Agreement, no portion of the Gross Settlement Amount will revert to Defendant under any
26 circumstances.

1 16. Any envelope transmitting a settlement distribution to a class member shall bear the
2 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

3 17. Any settlement distribution check shall be negotiable for at least 90 days but not more
4 than 180 days from the date of mailing.

5 18. The administrator shall mail a reminder postcard to any class member whose settlement
6 distribution check has not been negotiated within 60 days after the date of mailing.

7 19. If (i) any of the class members are current employees of the defendant, (ii) the
8 distribution mailed to those employees is returned to the administrator as being undeliverable, and (iii)
9 the administrator is unable to locate a valid mailing address, the administrator shall arrange with the
10 defendant to have those distributions delivered to the employees at their place of employment.

11 20. Class Counsel sought an award of attorneys' fees of \$350,000.00, litigation expenses of
12 \$11,676.25, Class Representative Service Award for Plaintiff Diva Alfaro in the amount of \$5,000 in
13 addition to his 1542 general release payment, and for Claims Administration Costs in the amount of
14 \$15,000.00. Defendant does not oppose these requests. The Notice sent to Class Members included
15 information regarding these amounts and that they would be requested in connection with final
16 approval of the Settlement Agreement. Class Members have been given the opportunity to object to
17 these amounts and no objections have been submitted in any respect whatsoever. The Court has
18 reviewed the evidence submitted by Class Counsel regarding their hourly rates and the amount of time
19 expended in the Action for the benefit of Class Members. The Court finds that the rates requested, and
20 hours expended are reasonable. This finding is further supported by the lack of objection by Class
21 Members to these amounts. The Court finds that these amounts as set forth in the Settlement
22 Agreement are fair and reasonable, and shall be awarded accordingly as set forth herein.

23 21. The following payments, as required by the Settlement Agreement, are approved:

24 A) Payments to the Settlement Class Members for the full value of their Claim
25 Amount from the Net Settlement Amount and/or PAGA Penalty Payment in
26 accordance with the Settlement Agreement and as calculated by the Claims
27 Administrator;

1 B) \$350,000.00 in attorneys' fees awarded to Class Counsel;

2 i. \$175,000.00 in attorneys' fees are awarded to Class Counsel Righetti
3 Glugoski, P.C.

4 ii. \$175,000.00 in attorneys' fees are awarded to Class Counsel Nathan
5 & Associates, APC

6 C) \$11,676.25. for attorneys' costs/expenses to be paid to Class Counsel;

7 i. \$2,985.07 for attorneys' costs/expenses shall be paid to Class
8 Counsel, Righetti, Glugoski, P.C.

9 ii. \$8,691.18 for attorneys' costs/expenses shall be paid to Class
10 Counsel, Nathan & Associates, APC

11 D) \$15,000.00 to the Settlement Administrator, ILYM Group, Inc.

12 E) 5,000.00 to Plaintiff Diva Alfaro for Class Representative Service Award;

13 F) \$15,000 to Plaintiff Diva Alfaro for Plaintiff's 1542 release.

14 G) \$21,937.50 to the Labor and Workforce Development Agency for PAGA
15 penalties.

16 22. Within one (1) business day after the Effective Date of this settlement, the Claims
17 Administrator shall provide the Defendant with wire and account information, and direct Defendant to
18 deposit the amount of money necessary to fund the Maximum Settlement Amount as set forth in the
19 Settlement Agreement. Within nine (9) business days of receiving the post-Effective Date notice from
20 the Claims Administrator, Defendant shall wire the funds requested by the Claims Administrator into a
21 QSF, or as designated by the Claims Administrator. Within five (5) business days after receiving the
22 wire transfer from Defendant, the Claims Administrator shall prepare and wire the settlement funds
23 payable to Class Counsel for attorneys' fees and litigation costs awarded by the Court and the Named
24 Plaintiffs' Class Representative Service Fees. The Claims Administrator will calculate, withhold, and
25 remit all applicable taxes, as well as comply with state, federal, local or other tax reporting and tax
26 return filing requirements, pursuant to the Settlement Agreement. The Claims Administrator shall
27 distribute the funds to the Class Members in accordance with the Settlement Agreement.
28

1 23. The Notice of Entry of Judgment shall be provided to the Class Members, which
2 provides as follows:

3 PLEASE TAKE NOTICE that on November 17, 2023, the Court entered Judgment in the class
4 action entitled DIVA ALFARO v. PARAMOUNT RESIDENTIAL MORTGAGE GROUP,
5 INC.; Riverside County Superior Court Case No. Case No. CVRI2103949. You are receiving this
6 notice of entry of judgment because you are a member of the settlement class, whose rights are impacted
7 by this Judgment and are receiving the enclosed check as your portion of the class action settlement.

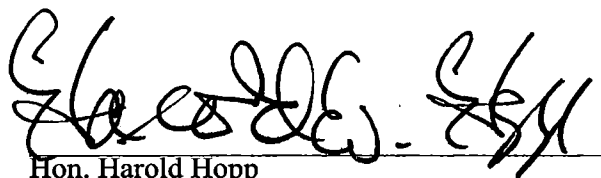
8 24. Notice of the Entry of Judgment to the Class Members will be provided along with their
9 settlement check by the Settlement Administrator.

10 25. The Final Report (Nonappearance) Hearing is set for August 29th, 2024. The
11 deadline to file the report concerning the amount of money distributed shall be filed seven (7) days
12 before the Final Report Hearing.

13 26. This document shall constitute a Judgment for purposes of California Rule of
14 Court 3.769(h). Without affecting the finality of this Judgment in any way, the Court reserves
15 exclusive and continuing jurisdiction over the Action, Plaintiff Diva Alfaro, the Class Members, and
16 Defendant for the purposes of supervising the implementation, enforcement, construction,
17 administration, and interpretation of the Settlement Agreement and this Judgment.

18
19
20 IT IS SO ORDERED.

21 Dated: 11/17/23

22 
23 Hon. Harold Hopp
24 Judge of the Superior Court