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

CAMERON SANTA CRUZ, individually,
and on behalf of aggrieved employees
pursuant to the Private Attorneys General
Act (“PAGA”);

Plaintiff,

v.

SUN WEST MORTGAGE COMPANY,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendant.

Case No.: 30-2022-01239675-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-104

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE SECTIONS 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Reservation ID: 74309732]

[Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (Cameron Santa Cruz);
Declaration of Settlement Administrator (Jodey
Lawrence); and [Proposed] Order and
Judgment filed concurrently herewith]

Hearing Date: October 24, 2024
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-104

Complaint Filed: January 4, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on October 24, 2024 at 2:00 p.m., or as soon as thereafter
2 as the matter may be heard, before the Honorable Melissa McCormick in Department CX-104 of
3 the Orange County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana,
4 California 92701, Plaintiff Cameron Santa Cruz (“Plaintiff”) will and hereby does move for entry
5 of an order and judgment approving the Settlement Agreement and Release (“Settlement
6 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 3** to the declaration of Douglas
7 Han, pursuant to Labor Code section 2699(l).

8 This motion is based upon this notice of motion and motion; Settlement Agreement;
9 Declarations of Plaintiff’s Counsel (Douglas Han), Plaintiff (Cameron Santa Cruz), and
10 Settlement Administrator (Jodey Lawrence) in support thereof; proposed order approving the
11 Settlement Agreement; pleadings and other records on file with the Court in this matter; and such
12 evidence and oral argument as may be presented at the hearing.

13
14 Dated: June 4, 2024

JUSTICE LAW CORPORATION

15 By: 
16 Douglas Han
17 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Under Labor Code section 2699(1)(2), Plaintiff seeks approval of the Settlement
4 Agreement entered between Plaintiff and Defendant Sun West Mortgage Company, Inc.
5 (“Defendant”). Plaintiff entered the Settlement Agreement on behalf of all current or former
6 employees of Defendant who worked with loans, including, but not limited to, the following:
7 Area Manager, Assistant Branch Manager, Assistant Manager, Loan Officer, Assistant Sales
8 Manager, Assistant Vice President - Sales Finance, Associate Loan Officer, Branch Business
9 Development Associate, Branch Manager, Branch Manager Assistant, Branch Marketing
10 Assistant, Branch Operations Assistant, Branch Operations Manager, Branch Sales Coordinator,
11 Business Development, Business Development Manager, Business Development Officer,
12 Business Development Partner, Call Center Manager, Call Center Mortgage Loan Officer, Client
13 Relations Manager, Client Relations Specialist, Client Services Specialist, Client Support
14 Specialist, Customer Care Level II, Customer Service Specialist, DE Underwriter, Division
15 Underwriting Manager, Field Mortgage Loan Officer, Funder, Insuring, Insuring Officer, Junior
16 Processor, Level 1 Support Analyst, Loan Coordinator, Loan Coordinator Team
17 Lead/Relationship Manager, Loan Coordinator/Processor Assistant, Loan Officer, Loan Officer
18 Assistant, Loan Partner, Loan Processor, Loan Production Manager, Loan Support, Loss
19 Mitigation Underwriter, MLO, Renovation Specialist, MLO/Business Development Officer,
20 Market Manager, Mortgage Consultant, Mortgage Loan Officer, Mortgage Loan Originator, Non
21 Producing Sales Manager, Non-Producing Branch Manager, Operations Manager, Part Time -
22 Client relations Specialist, Part Time Mortgage Loan Officer, Part time Senior Mortgage Loan
23 Originator, Pipeline Analyst, Pipeline Manager, Post Closing Analyst, Pricing Expert, Processor,
24 Producing Branch Manager, Production – Team Lead, Production Assistant, Production
25 Manager, Production Manager – Senior Loan Officer, Production Manager / Escalations
26 Specialist, QC Analyst, Recruiter & Call Center MLO, Regional Manager, Regional Operations
27

1 Manager, Regional Sales Manager, Relationship Manager, Relationship Manager / Loan Partner,
2 Risk Management Specialist, Sales Manager, Senior Loan Officer, Senior Manager, Senior
3 Mortgage Loan Officer, Senior Mortgage Trainer, Senior Processor, Senior Underwriter, Senior
4 Vice President – Business Development, Senior Vice President Production Management,
5 Subject Matter Specialist – DE/VA/USDA Underwriter, Trailing Docs Associate, Transaction
6 Assistant, Underwriter, Underwriter – Level 1, Underwriting Supervisor, VA Underwriter,
7 Vendor Order Support, Western Region Sales Manager, Western Regional Manager, Wholesale
8 Production Supervisor, and Wholesale Sales Manager, excluding executive positions and
9 administrative positions, within the State of California at any time during the period from
10 January 4, 2021, through May 19, 2024 (“Settlement Group,” “Settlement Group Member,” and
11 “Settlement Period”).

12 Plaintiff submits the Settlement is fair, adequate, and reasonable, and meets requirements
13 for Court approval. Plaintiff requests the Court to approve the Settlement.

14 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

15 On October 26, 2021, Plaintiff provided written notice to the California Labor and
16 Workforce Development Agency (“LWDA”) and Defendant. On January 4, 2022, Plaintiff filed
17 a representative Private Attorneys General Act of 2004 (“PAGA”) action against Defendant. The
18 representative PAGA action was predicated on Defendant’s alleged failure to compensate
19 employees for, *inter alia*, all hours worked, noncompliant breaks, reasonable business expenses,
20 and associated wage statements and waiting time penalties.¹

21 The Parties then engaged in extensive discovery, investigations, and negotiations. This
22 included propounding formal discovery requests and assessing their responses, and reviewing
23 Defendant’s pleadings, including its answers to Plaintiff’s complaint and motion to compel
24 arbitration. The Parties eventually remotely participated in private mediation on February 19,

26 ¹ (Declaration of Douglas Han in Support of Motion for Approval of Private Attorneys
27 General Act (Labor Code Sections 2698, *et seq.*) Settlement Agreement (“Han Decl.”), ¶¶ 12-
14; Exhibits 10, 11.)

2024 with Paul Grossman that ultimately resulted in the settlement of this case.²

Plaintiff now moves for an order granting approval of the Settlement, pursuant to Labor Code section 2699(1)(2).

III. SUMMARY OF THE SETTLEMENT TERMS

A. Allocation of the Gross Settlement Amount

The Settlement provides Defendant will pay a non-reversionary Gross Settlement Amount of \$900,000. The PAGA Penalties Fund will be the Gross Settlement Amount less: (1) Attorneys' Fees Award not to exceed thirty-five percent (35%) of the Gross Settlement Amount; (2) Litigation Costs Award of \$24,268.07; (3) Administration Costs of up to \$10,000; and (4) Enhancement Payment not to exceed \$10,000.³

The current amount of the PAGA Penalties Fund is estimated to be \$540,731.93. Seventy-five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA Payment, pursuant to Labor Code section 2699(i). The remaining twenty-five percent (25%) of the PAGA Penalties Fund will be distributed to the Settlement Group Members as their Individual Settlement Awards. The Settlement Administrator will calculate each Individual Settlement Awards using the formula set forth in the Settlement Agreement.⁴

B. Distribution of the PAGA Penalties Fund

Within twenty-one (21) business days of the Effective Date, Defendant shall provide the Settlement Group Members' List to the Settlement Administrator.⁵

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² (Han Decl., *supra*, at ¶¶ 15-17.)

³ (See Settlement Agreement attached as **Exhibit 3** to the Declaration of Douglas Han in Support of Motion for Approval of Private Attorneys General Act (Labor Code Sections 2698, *et seq.*) Settlement Agreement ("Settlement Agreement"), §§ 7(a), 7(b)(i)-7(b)(iv).)

⁴ (*Id.* at § 7(b)(v).)

⁵ (*Id.* at § 8(a).)

No later than fourteen (14) calendar days after receiving the Settlement Group Members' List, the Settlement Administrator will send the explanatory Notice of PAGA Settlement via regular First-Class U.S. Mail in English and Spanish to all Settlement Group Members identified in the list. Each Settlement Group Member shall have forty-five (45) calendar days after the Settlement Administrator mails the Notice of PAGA Settlement (plus an additional 14 calendar days for the Settlement Group Members whose Notice of PAGA Settlement is remailed) to challenge the number of pay periods allocated to them ("Response Deadline").⁶

Within fourteen (14) calendar days of the Response Deadline, Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Gross Settlement Amount by Defendant, the Settlement Administrator will issue the above-mentioned payments to the appropriate entities or persons. The payments will be accompanied by the follow-up explanatory letter in English and Spanish.⁷

Individual Settlement Award checks will remain negotiable for one hundred twenty (120) calendar days after the date of their issuance ("Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated on or before the Check Stale Date will be void, and the amount of those checks will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.⁸

C. The Scope of the Release in the Settlement Agreement

Effective on the date when Defendant fully funds the Gross Settlement Amount, the Agreement and judgment to be entered by the Court following this Agreement will forever bar Plaintiff, all Settlement Group Members, LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing

⁶ (Settlement Agreement, *supra*, at §§ 8(b), 8(d).)

⁷ (*Id.* at §§ 8(e), 8(f).)

⁸ (*Id.* at § 8(g)(ii).)

any action against the Released Parties under PAGA based on the PAGA claims pled in the operative complaint or which could have been pled under PAGA based on the facts alleged in the operative complaint and PAGA Notice and that arose during the Settlement Period.⁹ (See *Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 986 [a plaintiff suing under PAGA “does so as the proxy or agent of the state’s labor law enforcement agencies,” and, as such, “represents the same legal right and interest as state labor law enforcement agencies ...”].) A judgment in a PAGA action “binds not only that [plaintiff] employee but also the state labor law enforcement agencies.” (*Ibid.*) Further, “[b]ecause an aggrieved employee’s action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.” (*Ibid.*) “Accordingly, with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under [PAGA] ...” (*Ibid.*)

D. No Right to Object to or Opt Out of the Settlement

“Because a PAGA action is a statutory action for penalties brought as a proxy for the state, rather than a procedure for resolving the claims of other employees, there is no need to protect absent employees’ due process rights[.]” (*Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 547 n.4.) “Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D.Cal. Apr. 2, 2010, No. C 08-2073 MHP) 2010 U.S.Dist.LEXIS 32774, at *13.) “PAGA does not make other potentially aggrieved employees parties” and no “due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake.” (*Williams*, at pp. 546–547 (internal references omitted, citing *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.* (2009) 46 Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los Angeles*,

⁹ (Settlement Agreement, *supra*, at § 9(a).)

1 LLC (2014) 59 Cal.4th 348, 381.) “[A]bsent fellow employees will be bound by the outcome of
2 any PAGA action[.]” (*Williams*, at p. 548 (internal references omitted, citing *Arias v. Sup. Ct.*,
3 *supra*, 46 Cal.4th at p. 986; *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069, 1074 and *Richmond*
4 *v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 474.)

5 Consistent with this law, the Settlement does not provide for a procedure for Settlement
6 Group Members to object to or exclude themselves from the Settlement.

7 **IV. STANDARD FOR APPROVAL OF A PAGA SETTLEMENT**

8 The PAGA allows an “aggrieved employee” to bring a civil action on behalf of themself,
9 other aggrieved employees and the state to recover civil penalties with respect to provisions of
10 the Labor Code that do not otherwise provide for civil penalties (Lab. Code, § 2699(g)), and also
11 civil penalties which, outside of PAGA, only the LWDA can assess upon and collect from an
12 employer (Lab. Code, § 2699(a)). Before bringing a civil action under PAGA, an employee must
13 comply with Labor Code section 2699.3. (*Id.* § 2699(a).) Although PAGA penalties must be
14 awarded by a court if a violation is found, a court “may award a lesser amount than the maximum
15 civil penalty amount specified by this part if, based on the facts and circumstances of the
16 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
17 or confiscatory.” (*Id.* § 2699(e)(2).)

18 The settlement of a PAGA claim requires court approval. (Lab. Code, § 2699(l)(2) (“The
19 superior court shall review and approve any settlement of any civil action pursuant to this part.”).)
20 “A PAGA claim asserted on a non-class representative basis . . . is not considered a class action
21 but a law enforcement action” and does not have to meet the requirements of a class action.
22 (*Casida v. Sears Holdings Corp.* (E.D.Cal. Jan. 25, 2012, No. 1:11-cv-01052-AWI-JLT) 2012
23 U.S.Dist.LEXIS 9302 at *8; *Thomas v. Aetna Health of Cal., Inc.* (E.D.Cal. June 2, 2011, No.
24 1:10-cv-01906-AWI-SKO) 2011 U.S.Dist.LEXIS 59377 at *33; *Arias v. Sup. Ct.*, *supra*, 46
25 Cal.4th at pp. 980–988 (affirming lower court’s holding that “plaintiff need not satisfy class
26 action requirements” to assert a PAGA claim); *Pedroza v. PetSmart, Inc.* (C.D.Cal. Jan. 28, 2013,
27

No. ED CV 11-298-GHK (DTBx)) 2013 U.S.Dist.LEXIS 53794 at *45.) A court’s review of a PAGA settlement involves analysis of several unique features that render the approval process distinct from approval of a class action settlement. A court reviewing a PAGA settlement need only “ensur[e] that any negotiated resolution is fair to those affected.” (*Williams v. Sup. Ct.*, *supra*, 3 Cal.5th at p. 549 (citing Lab. Code, § 2699(1)(2)).) Although Labor Code section 2699(1) does not set forth the criteria on which a PAGA settlement is to be judged, courts have approved settlements of a PAGA claim.¹⁰ The Court of Appeal held that “a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

The court’s focus is not the amount aggrieved employees are to receive but whether the total settlement amount achieves PAGA’s objectives. PAGA’s purpose is “to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies.” (See *Ochoa-Hernandez v. CJADERS Foods, Inc.*, *supra*, 2010 U.S.Dist.LEXIS 32774, at *12 (citing *Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at p. 986).) Penalties recovered under the PAGA are, in part, to “be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes.” (Lab. Code, § 2699(j).) The recovery of penalties on behalf of the state, by way of a PAGA claim, is essentially a law enforcement action. (See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, *supra*, 46 Cal.4th at p. 1003

¹⁰ (See e.g. *Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles Superior Court, Case No. BC596892 (June 2016), *DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833 (May 2017); *Garcia v. Gordon Trucking, Inc.* (E.D.Cal. Oct. 29, 2012, No. 1:10-CV-0324 AWI SKO) 2012 U.S.Dist.LEXIS 160052, at *21-22; *Schiller v. David's Bridal, Inc.* (E.D.Cal. June 11, 2012, No. 1:10-cv-00616-AWI-SKO) 2012 U.S.Dist.LEXIS 80776, at *40; *Chu v. Wells Fargo Invs., LLC* (N.D.Cal. Feb. 15, 2011, No. C 05-4526 MHP) 2011 U.S.Dist.LEXIS 15821, at *4; *Franco v. Ruiz Food Prods.* (E.D.Cal. Nov. 27, 2012, No. 1:10-cv-02354-SKO) 2012 U.S.Dist.LEXIS 16905, at *41; *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589.)

(stating the PAGA is mechanism for “an aggrieved employee to recover civil penalties – for California Labor Code violations – that otherwise would be sought by state labor law enforcement agencies”); see also *Iskanian v. CLS Trans. Los Angeles, LLC*, *supra*, 58 Cal.4th at p. 381.)

V. THE PROPOSED SETTLEMENT IS FAIR AND SHOULD BE APPROVED.

A. The Factors Giving Rise to a Presumption of Fairness Exist.

A settlement agreement that is “the product of extensive and hard-fought adversarial negotiations between the parties” is entitled to a presumption of fairness. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.)

The Settlement is presumptively fair because it: (1) is the product of non-collusive, arm’s-length negotiations; (2) was negotiated by counsel with experience in similar wage-and-hour litigation; and (3) occurred after engaging in significant investigation of the strengths of this case and risks of continued litigation. Plaintiff’s Counsel have extensive experience in representative and class action wage-and-hour litigation and used that experience to achieve the results herein.

The Court should give weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring the Settlement is a product of hard-fought negotiations. (See *Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616–617, 622 (recommendations of plaintiffs’ counsel should be given a presumption of reasonableness); see also *Satchell v. Fed. Express Corp.* (N.D.Cal. Apr. 13, 2007, No. C03-2659 SI) 2007 U.S.Dist.LEXIS 99066, at *17 (stating the “assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive”).)

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1 **B. The Relative Strength of the PAGA Claim and the Range of Possible**
2 **Outcomes in the Litigation Strongly Favor Approval of the Settlement.**

3 Plaintiff contends the provisions of the Labor Code potentially triggering PAGA penalties
4 in this case include, but are not limited to, Labor Code sections 201–204, 210, 216, 218.5, 218.6,
5 221, 225, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 226.8, 246, 432.5, 510, 512(a), 558, 558.1,
6 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698, 2751, 2753, 2800, and
7 2802.¹¹ For Plaintiff to recover civil penalties, he must prove the underlying Labor Code
8 violations with respect to the Settlement Group Members and show Defendant’s conduct gave
9 rise to penalties. (See e.g. *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d
10 1169, 1181–82 (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims.
11 Because all of Plaintiff’s other claims fail as a matter of law, so does her PAGA claim.”).)

12 Defendant maintained it had compliant employment policies and practices and denied it
13 ever violated any provision of the Labor Code. Defendant denied this case is appropriate for
14 representative treatment for any purpose other than the Settlement. If this case had not been
15 settled, Defendant would have challenged Plaintiff’s standing as a Settlement Group Member and
16 denied that other employees were aggrieved. Defendant argued the Court was unlikely to assess
17 cumulative penalties for the maximum number of possible separate Labor Code violations
18 because the “subsequent violation” theory of PAGA recovery would not be triggered in this case,
19 and it would be unjust, arbitrary, oppressive, and/or confiscatory. (See e.g. *Bernstein v. Virgin*
20 *Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.) This meant Plaintiff and Plaintiff’s Counsel had to
21 consider the strengths and weaknesses of each side’s position and the uncertainty of how the case
22 might have ended. Defendant asserted, regardless of any alleged liability for Labor Code
23 violations, PAGA penalties are not mandatory but permissive and discretionary. Defendant also
24 maintained it had a strong argument that it would be unjust to award maximum PAGA penalties
25 given the unsettled state of PAGA liability. (*Thurman v. Bayshore Transit Mgmt., Inc.* (2012)

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27 ¹¹ (Han Decl., *supra*, at ¶ 26.)

203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].¹²

While wage-and-hour actions are amenable to class-wide resolution,¹³ courts have found certain Labor Code violations raise individualized issues and/or are unmanageable and are not suitable for class adjudication.¹⁴ In PAGA-only actions, Defendant contends courts have found due process requires the adjudication of a PAGA claim meet a “manageability” requirement. (See e.g. *Litty v. Merrill Lynch & Co.* (C.D.Cal. Nov. 10, 2014, No. CV 14-0425 PA (PJWx)) 2014 U.S.Dist.LEXIS 160448 at **5–6 (Court dismissed the PAGA claim because a multitude of individualized assessments would be necessary, making the PAGA claim unmanageable); see also *Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 766–767.)

Without stacking and limited to the initial violation, Plaintiff alleges the PAGA penalties would be **to \$66,600** (666 employees x \$100 initial violation) on the low end and **\$532,800** (666 employees x \$100 initial violation x 8 theories of recovery) on the high end.¹⁵

Plaintiff also recognized the risk any PAGA award could be reduced. Many of the claimed Labor Code violations underlying the PAGA claim were cumulative for which the Court may or may not stack. Thus, a Gross Settlement Amount of \$900,000 for PAGA civil penalties was reasonable and significant. When PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009, No. 08-00844 EDL) 2009 U.S. Dist. LEXIS 33900 at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 (“[T]rial court did not abuse its discretion in approving

¹² (Han Decl., *supra*, at ¶¶ 23–26.)

¹³ (See e.g. *Martinez v. Joe’s Crab Shack Holdings, et al.* (2014) 231 Cal.App.4th 362, 383–84, modified on other grounds by *Martinez v. Joe’s Crab Shack Holdings, et al.* (Dec. 3, 2014, No. B242807) 2014 Cal.App. LEXIS 1102, **1–2.)

¹⁴ (See e.g. *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal.4th 1, 25, 29, 31, 34–35.)

¹⁵ (Han Decl., *supra*, at ¶¶ 27–30.)

1 a settlement which does not allocate any damages to the PAGA claims.”.)¹⁶

2 **C. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation.**

3 Courts favor voluntary conciliation and settlement of complex litigation. (*Class Plaintiffs*
4 *v. Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, “unless the settlement is clearly
5 inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with
6 uncertain results.” (*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan. 5, 2004) 221
7 F.R.D. 523, 526 (citation omitted).)

8 Both sides used the pre-mediation time to investigate the veracity, strength, and scope of
9 the PAGA claim. The Parties engaged in extensive discovery and exchanged documents and data
10 to mediate the claims relevant to the Labor Code violations and applicable defenses thereto and
11 to determine the potential value and strength of the PAGA claim. After engaging in significant
12 investigation and negotiations, Plaintiff’s Counsel believed it would be best to pursue a settlement
13 rather than take the risky and uncertain trial route. Even if the Parties had managed to negotiate
14 a similar settlement later, it would have been severely undercut by the additional costs and
15 expenses incurred. In other words, the Settlement offers immediate recovery rather than only the
16 possibility of recovery at some indeterminate later date.¹⁷

17 **D. The Settlement Is Fair, Adequate, and Reasonable.**

18 “[T]he very essence of a settlement is compromise, ‘a yielding of absolutes and an
19 abandoning of highest hopes.’” (*Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1982) 688
20 F.2d 615, 624.) “The proposed settlement is not to be judged against a hypothetical or speculative
21 measure of what might have been achieved by the negotiators.” (*Id.* at p. 625.)

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25 ¹⁶ (Han Decl., *supra*, at ¶ 31.)

26 ¹⁷ (*Id.* at ¶¶ 14-17, 25.)

1 The Settlement provides a significant monetary benefit to the LWDA and Settlement
2 Group Members. The PAGA Penalties Fund is currently estimated to equal \$540,731.93. In
3 addition, the proposed plan of allocation of the PAGA Penalties Fund to the LWDA and
4 Settlement Group Members fully complies with Labor Code section 2699(i).

5 After their investigations and inquiries, Plaintiff and Plaintiff's Counsel recognize the
6 expense, length, risk, and uncertainty of continued proceedings necessary to litigate this dispute.
7 To recover civil penalties, Plaintiff would have to prove the Settlement Group Members suffered
8 from the underlying Labor Code violations and that Defendants' conduct gave rise to penalties,
9 which could take several months, or even years, to prove. Plaintiff would also have to proffer a
10 manageable trial plan to the Court to prove penalties. Plaintiff and Plaintiff's Counsel are aware
11 of the burdens of proof necessary to establish liability and the difficulties in establishing liability
12 for penalties. Plaintiff and Plaintiff's Counsel also considered Defendants' agreement to enter a
13 settlement that confers significant relief. Thus, Plaintiff and Plaintiff's Counsel determined the
14 Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim.¹⁸

15 The results achieved and the PAGA allocation provided by the Settlement Agreement is
16 within the range of acceptable settlement under the circumstances.¹⁹

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23 ¹⁸ (Han Decl., *supra*, at ¶¶ 21-25.)

24 ¹⁹ (*Hernandez v. MMR Group, Inc., et al.*, Riverside County Superior Court, Case No.
25 RIC2003857 (June 2023) (approving \$58.99 per pay period); *Barton v. United Development*
26 *Group, Inc.*, San Diego County Superior Court, Case No. 37-2021-00039885-CU-OE-CTL
(August 2023) (approving \$60.40 per pay period); *Brehm, et al. v. Platinum Living Services, Inc.*
27 *d/b/a Oakwood Village*, Placer County Superior Court, Case No. S-CV-0046296 (February 2023)
(approving \$100 per pay period).)

Plaintiff's Counsel are experienced in complex representative and class action wage-and-hour litigation. Plaintiff's Counsel believe the benefit conferred by the Settlement is eminently fair and reasonable and in the best interests of the LWDA and Settlement Group Members. Plaintiff's Counsel used their experience to negotiate a proper settlement.²⁰

A. A Fee Award of Percentage of the Entire Fund is Appropriate.

The Settlement provides for an Attorneys' Fees Award that is thirty-five percent (35%) of the Gross Settlement Amount. Defendant does not oppose Court approval of the reasonableness of the Attorneys' Fees Award. The Attorneys' Fees Award is commensurate with the: (1) risks undertaken; (2) time, effort, and expense dedicated; (3) skills and determination shown; (4) value achieved; and (5) other cases turned down.

Plaintiff’s Counsel are entitled to recover reasonable attorneys’ fees and costs as a matter of right under PAGA. (Lab. Code, § 2699(g)(1).) Plaintiff’s Counsel are entitled to fees and costs under Code of Civil Procedure section 1021.5 as the instant case is “for the benefit” of others and has secured monetary awards for the Settlement Group Members.²¹ The payment to the LWDA will also benefit the agency in enforcing labor laws and educating “employers and employees about their rights and responsibilities under [the Labor Code].” (*Id.* at § 2699(i).)

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²⁰ (Han Decl., *supra*, at ¶¶ 2-9; Exhibits 1, 2.)

²¹ (See *Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16–17 (recognizing that recovery obtained on behalf of 209 individual satisfies the “significant benefit,” “public interest,” and “large class of persons” requirements of Code of Civil Procedure section 1021.5, regardless of plaintiff’s personal motivation).)

1 Plaintiff's Counsel thoroughly investigated and litigated this case before mediation with
2 a real chance of not reaching a resolution. The ongoing work has been extensive and successful
3 in achieving a settlement. Plaintiff's Counsel have also borne all the risks and costs of litigation
4 and will not receive any compensation until recovery via the Settlement.²²

5 The Attorneys' Fees Award is also in line with the awards in similar cases in California
6 and nationwide and is consistent with the market rates. Plaintiff's Counsel have been routinely
7 awarded at least thirty-five percent (35%) fee requests or more in similar class action and
8 representative matters throughout California.²³

9 **B. The Requested Attorneys' Fees Award is Reasonable Based on the Factors**
10 **Considered in Determination of Fee Awards.**

11 The factors courts consider in determining whether fee awards are reasonable are: (1) time
12 and labor required; (2) novelty and difficulty of the questions involved; (3) requisite skills to
13 perform the legal services; (4) preclusion of other employment by the attorney; (5) customary
14 fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed; (8) amount involved
15 and results obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of
16 the case; (11) nature and length of the professional relationship; and (12) awards in similar cases.
17 (*Camden I Condo. Ass'n. v. Dunkle* (11th Cir. 1991) 946 F.2d 768, 772.)

18 It should be highlighted that the percentage award sought is commensurate with the: (1)
19 results obtained; (2) extraordinary risks undertaken; (3) difficulty of this case; and (4) skills
20 displayed and the quality of work, which are addressed below.

21 ***1. The Exceptional Results Obtained***

22 The results attorneys obtain for their clients is an important factor when determining the
23 reasonability of a percentage-based fee. (See *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th
24 480, 489.) Law firms that obtain exceptional results expect them to be reflected in their fees.

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26 ²² (Han Decl., *supra*, at ¶ 47.)

27 ²³ (*Id.* at ¶ 46.)

1 The results obtained are reasonable as Plaintiff's Counsel obtained a settlement without
2 the need for extended litigation. If this case went to trial, there was no guarantee the trial would
3 have been short or that either party would have prevailed. As stated above, even if the Parties
4 reached a similar settlement, it would have been undercut by additional expenses incurred.
5 Resolution of this dispute at this stage is preferred as the Parties were moving to the phase where
6 significant time and money would inevitably have to be spent to prepare for trial. Preparation for
7 trial would have also entailed preparing for and deposing persons most qualified, which would
8 have been a lengthy and expensive endeavor.

9 Agreeing to settle this case prior to trial meant Plaintiff's Counsel used their skills and
10 experience to obtain a reasonable result for the Settlement Group Members at far less expense.
11 By avoiding the uncertainties associated with conducting trial and Defendant's responses to the
12 allegations, Plaintiff's Counsel also obtained those results more quickly and surely than if the
13 matter had been litigated to final resolution. Under California law, this factor also supports the
14 requested fee. (See *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App. 4th 19, 52.)

15 **2. The Risk Taken by Plaintiff's Counsel**

16 Whether or not representation is provided on a contingency basis is an important factor:

17 A contingent fee must be higher than a fee for the same legal services paid as they are
18 performed [and] [...] compensates the lawyer not only for the legal services he renders
19 but for the loan of those services. A lawyer who both bears the risk of not being paid and
20 provides legal services is not receiving the fair market value of his work if he is paid
only for the second of these functions. If he is paid no more, competent counsel will be
reluctant to accept fee award cases. (Internal quotes and citations omitted.)

21 (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

22 Plaintiff executed a contingent fee agreement. This meant no recovery equated to no
23 compensation for 405.6 hours of work and \$24,268.07 litigation costs incurred.²⁴

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27 ²⁴ (Han Decl., *supra*, at ¶¶ 42, 43, 47.)

Several factors also made this case difficult, thereby contributing to the risks undertaken. These factors included: (1) number of Settlement Group Members (over 600); (2) drafting and propounding formal discovery requests and assessing the responses; (3) reviewing Defendant's pleadings, including its answers to Plaintiff's complaint and its Motion to Compel Arbitration; (4) locating and interviewing putative aggrieved employees to corroborate the allegations; (5) responding to Farroz Zamani's Motion to Intervene, Motion to Consolidate and *Ex Parte* Application to Advance Hearing Date on Motion to Intervene and Motion to Consolidate; (6) difficulties in pinning down job responsibilities, wages paid, meal and rest breaks taken; (7) number of documents that had to be reviewed and analyzed; (8) shifting wage-and-hour laws; and (9) Defendant's initial resistance to the relief.²⁵

3. *The Difficulty of the Litigation*

The unsettled nature of the law, factual complexities underlying the policies and practices in place, and other issues made this case complex and difficult. Yet, Plaintiff's Counsel overcame these obstacles by obtaining a settlement that is fair, adequate, and reasonable. Plaintiff's Counsel obtaining a fair settlement despite these roadblocks speaks volumes of their skill and experience. (See *Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 42 (the "special skill and experience of counsel" is a relevant factor when determining fee award).)

Due to the difficulty of this case, Plaintiff's Counsel devoted substantial hours to this matter. The time records set forth these hours, setting forth the breakdown of time for the requisite tasks. The work commenced with the pre-filing case analysis and research and continues up to the moment of the work for final approval.²⁶

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²⁵ (Han Decl., *supra*, at ¶ 32.)

²⁶ (*Id.* at ¶ 42; Exhibit 4.)

As stated in the previous section, this was not a clear-cut case. Plaintiff's Counsel had to overcome roadblocks and obstacles before they could reach a settlement, which further illustrates the difficulty of this case. These difficulties ranged from arguing against Defendant's defenses, engaging in extensive discovery, reviewing and opposing the various motions, gathering and analyzing relevant documents and data, preparing for mediation, etc.

4. The Skill Displayed and Quality of Work

The level of skill displayed and the excellent quality of work it produced also justify the requested fee. Plaintiff's Counsel are skilled and experienced representative and class action wage-and-hour litigators, and the time records further illustrate this assertion.

Plaintiff's Counsel used the pre-mediation time period to investigate the veracity, strength, and scope of the PAGA claim and to prepare for representative adjudication. This included: (1) engaging case strategy and analysis; (2) requesting and gathering relevant documents; (3) drafting, reviewing, and revising pleadings and a mediation brief; (4) preparing for and appearing at court proceedings; (5) drafting and propounding formal discovery requests and assessing the responses, (6) reviewing Defendant's pleadings, including its answers to Plaintiff's complaint and its Motion to Compel Arbitration; (7) undertaking calculations of potential damages after Defendant agreed to PAGA-wide mediation; (8) reviewing and responding to Farroz Zamani's Motion to Intervene, Motion to Consolidate, and *Ex Parte* Application to Advance Hearing Date on Motion to Intervene and Motion to Consolidate; (9) preparing for and remotely attending mediation and settlement negotiations; and (10) working with Defense Counsel to draft and finalize the Settlement Agreement (and exhibits). Furthermore, Plaintiff's Counsel undertook the arduous and time-consuming task of locating and interviewing putative aggrieved employees to verify if the PAGA claim raised individualized issues.²⁷

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²⁷ (Han Decl., *supra*, at ¶ 15.)

Plaintiff's Counsel's accumulated skill and expertise contributed to the Settlement in this case. Under California law, this factor (skills displayed and quality of work) also supports the Attorneys' Fees Award. (See *Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 52.)

C. The Lodestar Methodology Justifies Approval of the Requested Fees.

Plaintiff's Counsel spent 405.6 hours litigating this matter. Plaintiff's Counsel's hourly rates are supported by the 2022 Real Rate Report that was compiled by Wolter Kluwer that surveyed the hourly rates charged in 2022 by hundreds of attorneys in California. Plaintiff's Counsel's hourly rates are also in line with the Laffey Matrix.²⁸

1. Plaintiff's Counsel Performed Work for a Reasonable Number of Hours.

This matter required a significant amount of time and labor, and Defendant disputed the PAGA claim and questioned its manageability. The time records evidence the numerous tasks that were performed to seek all necessary information. The time records further illustrate Plaintiff's Counsel spent a reasonable number of hours working on this case, thereby demonstrating that the application for the attorneys' fees is within the range of reasonableness.²⁹

The case involved gathering and analyzing data from Defendant and Settlement Group Members. Plaintiff's Counsel undertook intense preparation to resolve the entire matter through mediation. These preparations ranged from locating and interviewing putative aggrieved employees, engaging in extensive discovery, preparing for and attending mediation, gathering and reviewing a myriad of documents, determining the scope of the Settlement Group Members, and verifying the strengths of the PAGA claim.

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²⁸ (Han Decl., *supra*, at ¶¶ 42-44; Exhibits 5, 6.)

²⁹ (*Id.* at ¶ 42; Exhibit 4.)

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Plaintiff's Counsel's hourly rates are reasonable for the following reasons: (1) comparable hourly rates for similar services have been deemed to be reasonable in several cases in California; and (2) several surveys of legal rates support Plaintiff's Counsel's hourly rates. This shows Plaintiff's Counsel's hourly rates used for the lodestar calculation are well within the range of non-contingent rates charged by comparable attorneys for similar work performed in California.

VII. THE LITIGATION COSTS AWARD TO BE REIMBURSED SHOULD BE APPROVED

30 (Han Decl., *supra*, at ¶ 43; Exhibits 5, 6.)

31 (*Id.* at ¶¶ 43, 45.)

32 (*Id.* at ¶ 47; Exhibit 7.)

1 The costs and expenses requested for reimbursement are like the reimbursements in
2 similar matters in the Superior Court of California, County of Orange, which included payments
3 made to the United States Postal Service and General Logistics Systems. Plaintiff's Counsel
4 request this Court similarly order reimbursement for these costs and expenses.³³

5 **VIII. THE ENHANCEMENT PAYMENT SHOULD BE APPROVED**

6 The Settlement provides for an Enhancement Payment of \$10,000 to Plaintiff for the
7 services and contributions on behalf of the Settlement Group Members.

8 Plaintiff spent a substantial amount of time and effort in locating and producing relevant
9 documents and past employment records, reviewing relevant documents alongside Plaintiff's
10 Counsel, and providing the facts and evidence supporting his allegations. Plaintiff was available
11 whenever Plaintiff's Counsel needed him and actively tried to obtain and provide as much
12 information as he could (*e.g.*, giving the names and contact information of putative aggrieved
13 employees, speaking to current and former employees of Defendant). Plaintiff spent numerous
14 hours speaking with Plaintiff's Counsel about Defendant's alleged violations, discussing his work
15 experiences and work environment, helping Plaintiff's Counsel develop a strategy to obtain
16 additional documents, aiding Plaintiff's Counsel to determine the importance of the documents
17 produced, and reviewing the operative complaint, formal discovery requests and responses, and
18 Settlement Agreement (and exhibits). Plaintiff also made himself available all day to participate
19 in and assist with mediation.³⁴

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22 ³³ (*Ellis v. UDRLP EAS, LLC, et al.*, Orange County Superior Court, Case No. 30-2018-
23 01022710-CU-OE-CXC (July 2021); *Dam v. Rubber-Cal, Inc.*, Orange County Superior Court,
24 Case No. 30-2020-01176087-CU-OE-CXC (September 2022); *Albanes v. OCMBC, Inc.*, Orange
25 County Superior Court, Case No. 30-2019-01078636-CU-OE-CXC (March 2023); *Marquez v.*
Nihon Kohden America, Inc., Orange County Superior Court, Case No. 30-2021-01184495-CU-
OE-CXC (December 2023).)

26 ³⁴ (Han Decl., *supra*, at ¶ 50; Declaration of Cameron Santa Cruz in Support of Motion for
27 Approval of Private Attorneys General Act (Labor Code Sections 2698, *et seq.*) Settlement
Agreement ("Santa Cruz Decl."), ¶¶ 6-10.)

1 Plaintiff was advised of and accepted the risks and sacrifices associated with serving as
2 the named plaintiff (*e.g.*, risking a judgment entered against him for attorneys' fees and costs,
3 agreeing to a broader release). Plaintiff is also not related to anyone associated with Plaintiff's
4 Counsel. This is further proof that Plaintiff's interests are not averse to the Settlement Group
5 Members. Therefore, Plaintiff elected to serve as the named plaintiff to his own detriment and
6 should be properly compensated.³⁵

7 **IX. THE ADMINISTRATION COSTS SHOULD BE APPROVED**

8 The Settlement Agreement provides for the payment of Administration Costs of up to
9 \$10,000 to the Settlement Administrator.

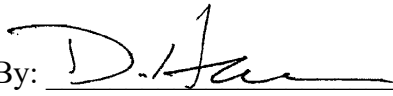
10 The Administration Costs are intended to cover the costs incurred by the Settlement
11 Administrator for performing its duties outlined in the Settlement Agreement, and if the actual
12 costs of the settlement administration process are less than the amount approved by the Court, the
13 balance will become part of the Net Settlement Amount. Plaintiff's Counsel have worked with
14 the desired Settlement Administrator in the past and are familiar with its superior reputation and
15 work product. Accordingly, the Court should approve the payment of the Administration Costs.

16 **X. CONCLUSION**

17 The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise.
18 Plaintiff requests the Court approve the Settlement, including the plan of allocation and
19 distribution of the above-mentioned payments.

20
21 Dated: June 4, 2024

JUSTICE LAW CORPORATION

22 By: 
23 Douglas Han
24 *Attorneys for Plaintiff*

25
26
27 ³⁵ (Han Decl., *supra*, at ¶ 50; Santa Cruz Decl., *supra*, at ¶¶ 11–14.)

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Attorneys for Plaintiff

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

CAMERON SANTA CRUZ, individually,
and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

SUN WEST MORTGAGE COMPANY,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendant.

Case No.: 30-2022-01239675-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-104

**DECLARATION OF CAMERON SANTA
CRUZ IN SUPPORT OF MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
SECTIONS 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT**

[Reservation ID: 74309732]

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Labor Code
Sections 2698, *et seq.*) Settlement Agreement;
Declaration of Counsel (Douglas Han);
Declaration of Settlement Administrator (Jodey
Lawrence); and [Proposed] Order and
Judgment filed concurrently herewith]

Hearing Date: October 24, 2024
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-104

Complaint Filed: January 4, 2022
Trial Date: None Set

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I, CAMERON SANTA CRUZ, hereby declare as follows:

1. I am over eighteen (18) years of age and a resident of California. I am the named plaintiff in the above-captioned case, and I have personal knowledge of the facts and statements set forth in this declaration. If called upon to testify, I could and would competently testify.

2. I was previously employed by Defendant Sun West Mortgage Company, Inc. (“Defendant”) as an exempt, commission-based Mortgage Loan Originator during the relevant time period. Throughout my employment, it was often the case that I could not take compliant breaks primarily due to heavy, time-sensitive workloads and Defendant’s high expectations. Following my employment, I decided to seek legal advice about my work experience with Defendant and explore the possibility of filing a lawsuit to redress my grievances. I contacted Justice Law Corporation and spoke with the attorneys there, including Douglas Han, Esq., to seek legal consultation. During this time, Mr. Han informed me of my potential misclassification as an exempt salesperson and other potential wage-and-hour violations (*e.g.*, not being properly compensated for all hours worked, not being reimbursed for all business expenses). Once I realized what had happened, I wanted to do whatever I could to ensure Defendant paid what was owed and stopped their improper practices.

3. Mr. Han also explained to me the possibility of starting a representative Private Attorneys General Act of 2004 (“PAGA”) action. Mr. Han also stated I might have to sacrifice my potential individual claims in exchange for pursuing claims on behalf of the State of California. I was also informed of the risks and sacrifices associated with serving as a representative (*e.g.*, risking a judgment of attorneys’ fees and costs entered against me, agreeing to a broader release). I struggled with the decision to bring my own claims versus pursuing claims on behalf of the State of California. I told Mr. Han that I would be in touch with him and his team.

4. After my initial consultation, I investigated PAGA lawsuits on my own and did some research into the leading California employment law firms, which took about two and one-half (2.5) hours. I then consulted with the attorneys at Justice Law Corporation for around one and one-half (1.5) hours to further discuss my situation, PAGA lawsuits in general, and what it

1 meant to serve as the proxy of the state. Considering the violations I faced, I decided to bring a
2 representative PAGA action to end the unlawful practices and redress the grievances of the other
3 aggrieved employees and myself.

4 5. I first provided written notice to the California Labor and Workforce Development
5 Agency (“LWDA”) and Defendant. I then filed a representative PAGA action in the Superior Court
6 of California, County of Orange, that was predicated on the alleged failure to: (a) pay minimum
7 and overtime wages; (b) provide paid sick leave; (c) provide meal periods and rest breaks; (d)
8 timely pay wages during employment; (e) timely pay wages upon termination; (f) provide
9 complete and accurate wage statements and payroll records; and (g) reimburse business expenses.
10 Defendant and I then engaged in extensive discovery, investigations, and negotiations before
11 remotely attending mediation with the hopes of reaching a settlement. After a full day of mediation,
12 Defendant and I managed to successfully reach a settlement under the auspices of the mediator.

13 6. Since starting this case, I have spent over sixty (60) hours meeting with my
14 attorneys concerning this case and performing my responsibilities as the named plaintiff. These
15 many responsibilities included, among other things: (a) gathering my employment documents
16 (e.g., personnel records, written correspondence with Defendant) to give my attorneys a better
17 understanding of the policies, practices, and procedures I was exposed to; (b) reviewing documents
18 with my attorneys and answering any pertinent questions and inquiries; (c) providing the names
19 and contact information of putative aggrieved employees for my attorneys to locate and interview
20 to strengthen my allegations; (d) speaking with other current and former employees of Defendant
21 to gather support for my claims; (e) providing guidance regarding other employees’ duties and
22 responsibilities; (f) discussing my employment experience (and work environment); (g) reviewing
23 the operative complaint, motions, and Settlement Agreement (and exhibits); (h) looking over the
24 written notice sent to the LWDA and Defendant; (i) aiding my attorneys to look over Defendant’s
25 answers to the operative complaint along with its motion to compel arbitration; (j) helping my
26 attorneys develop a strategy to obtain additional documents from Defendant and other sources; (k)
27 looking over the formal discovery requests before propounding them, including the responses; (l)
28 reviewing Farroz Zamani’s Motion to Intervene, Motion to Consolidate, and *Ex Parte* Application

1 to Advance Hearing Date on Motion to Intervene and Motion to Consolidate; and (m) preparing
2 for and making myself available all day to remotely participate in and provide my input for
3 mediation. I also checked in with my attorneys and their staff to ensure they had my most current
4 information and any additional material I obtained.

5 7. Throughout this matter, I have made myself available to meet and speak with my
6 attorneys whenever they needed me. I have responded to my attorneys' questions and inquiries as
7 quickly as possible and gave them as much information as I could gather (*e.g.*, names and contact
8 information of putative aggrieved employees, various violations I experienced and witnessed,
9 policy documents I received during my employment). I also spent at least five to six (5-6)
10 additional hours discussing the case with my attorneys (*e.g.*, applicable legal theories to explore,
11 pertinent information to request, importance of the documents produced, relative strengths of my
12 allegations) and sending them relevant documents and information I gathered. My assistance
13 played an integral role in allowing this matter to eventually settle as opposed to dragging on for
14 several more months, or even years.

15 8. The description of my work experience coupled with authorizing the receipt of my
16 employment documents helped my attorneys develop their legal theories and determine the extent
17 and frequency of the day-to-day violations. By extension, supplying the names and contact
18 information of putative aggrieved employees allowed my attorneys to locate and interview them,
19 thereby strengthening the allegations already developed. Collectively, this information refined my
20 attorneys' understanding of the policies, practices, and procedures in place. This, in turn, informed
21 my attorneys of the legal theories to further develop and emphasize at mediation. Thus, my
22 assistance greatly contributed to better preparing my attorneys for mediation and increasing the
23 likelihood of negotiating a reasonable settlement.

24 9. Discovery was another essential component that led to the eventual settlement of
25 this matter. The information I provided about my work experience assisted my attorneys with
26 determining the relevant documents to request (*e.g.*, personnel records, employee handbooks,
27 onboarding documents, job descriptions, and sampling of time and pay records). Obtaining an
28

appropriate sampling of time and pay records allowed my attorneys to accurately calculate potential damages for mediation purposes, giving them the leverage to reach a settlement.

10. As for the settlement itself, I was available to answer any questions my attorneys had. During mediation, I made myself accessible all day via phone and Zoom to respond to any inquiries and provide my input on the negotiations. When my attorneys asked me to review the Settlement Agreement (and exhibits), I took about two (2) hours to review it. I spent another hour asking questions and discussing the potential settlement with my attorneys before signing it.

11. When I first became the named plaintiff, I understood I was taking a risk of possible difficulty finding employment in the future. This risk is especially true when compared to candidates who have not been a part of representative PAGA actions against their employers. Similarly, my attorney warned me of the risks of having a judgment entered against me for attorneys' fees and costs. Thus, it was a serious risk bringing a representative PAGA action, but I did not allow this to deter me from seeking justice on behalf of former coworkers.

12. Since the inception of this matter, I believe I have done everything my attorneys have asked of me and have tried to represent the Settlement Group Members on behalf of the State of California to the best of my abilities. In fact, I think my efforts helped to get the result obtained herein. Therefore, as the named plaintiff, I request the Court to award me the Enhancement Payment of \$10,000 for my active participation and risks and sacrifices incurred.

13. Serving as the named plaintiff is not something I took lightly. Considering the time dedicated, benefits conferred, lack of personal benefits received, risking a judgment entered against me for attorneys' fees and costs, and losing a potential source of income, I believe the Enhancement Payment is reasonable and justified.

14. I am not related to anyone associated with Justice Law Corporation.

I declare that under the penalty of perjury under the laws of California the foregoing is true and correct. Executed this 06/03/2024 at Upland, California.

Cameron Santa Cruz

Cameron Santa Cruz

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

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

CAMERON SANTA CRUZ, individually, and
on behalf of aggrieved employees pursuant to
the Private Attorneys General Act (“PAGA”);

Plaintiff,

v.

SUN WEST MORTGAGE COMPANY,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 30-2022-01239675-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-104

**DECLARATION OF JODEY LAWRENCE
OF PHOENIX CLASS ACTION
ADMINISTRATION SOLUTIONS IN
SUPPORT OF PLAINTIFF’S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

[Reservation ID: 74309732]

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Labor Code
Sections 2698, *et seq.*) Settlement Agreement;
Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (Cameron Santa Cruz);
and [Proposed] Order and Judgment filed
concurrently herewith]

Hearing Date: October 24, 2024
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-104

Complaint Filed: January 4, 2022
Trial Date: None Set

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I, JODEY LAWRENCE, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”), as President of Business Development.

3. I personally have over fourteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interests in nor affiliation with the Parties or counsel in the matter of *Cameron Santa Cruz v. Sun West Mortgage Company, Inc.* I am unaware of any other actual or potential conflicts of interest that would prevent Phoenix from serving as administrator in this matter.

Qualifications and Experience as Settlement Administrator

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A**.

6. Phoenix has extensive experience administering class and representative action matters and has been appointed as the Settlement Administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage and hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class and representative action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administrating complex class and representative action matters including: (a) preparing, translating, printing, mailing, and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database

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1 management, programming and security protocols; (g) calculating and issuing settlement payments;
2 and (h) tax management, filings, and account reconciliation.

3 8. Phoenix's Claims Management Group has extensive experience in all aspects of
4 Notification and Identification of Settlement Group Members, Claims Processing, Formulation and
5 Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

6 **Protection of Settlement Group Member Data**

7 9. Phoenix has adequate procedures in place to safeguard the data and funds to be
8 entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management
9 on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the
10 continuance of business processes, and all risk, vulnerability, and security assessments as it pertains
11 to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with
12 Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All
13 processing of confidential and personal information is handled and maintained within the
14 organization and therefore all data received is kept within a strict chain of custody internally. All
15 informational assets are classified and assigned based on an initial case assessment as well as client
16 and procedural requirements. The Technology Group handles all higher-level ownership of
17 information and physical peripherals, as well as ownership of direct/indirect assets associated with
18 technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared
19 Ownership or Management Capability based on procedural needs and security level granted.

20 10. In addition to high levels of Data Center Policies/Procedures and
21 Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain
22 additional safeguards regarding the following:

- 23 a. Phoenix's Business Continuity Policy;
- 24 b. Phoenix's Disaster Recovery Plan;
- 25 c. Phoenix's Incident Response Plan;
- 26 d. Phoenix's Personal Computer Security Policy;
- 27 e. Phoenix's Data Archiving and Retention Policy;

- f. Phoenix's Personnel Security Policy;
- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of \$2,000,000.00, in addition to, cyber insurance policy, with a limit of liability of \$3,000,000.00.

Procedures for Notice Preparation and Distribution

12. Phoenix will mail the Notice of PAGA Settlement ("Notice") via regular First-Class U.S. Mail in English and Spanish to all Settlement Group Members. No later than three (3) business days after receipt of any Notice by the USPS as undelivered, Phoenix will remail the Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, Phoenix will use the National Change of Address Database and skip tracing to find the most current address and remail the Notice to the most current address obtained. For any challenges to the allocation of pay periods by Settlement Group Members within forty-five (45) calendar days of mailing the Notice (plus an additional 14 calendar days for Settlement Group Members whose Notices are remailed), Phoenix will evaluate evidence submitted by Settlement Group Members and make recommendations to the Parties as to which pay period figures should be applied. Within fourteen (14) calendar days of the funding of the Gross Settlement Amount by Defendant, Phoenix will issue payments required under the Settlement to appropriate entities or persons, including Individual Settlement Awards to the Settlement Group Members, which will be accompanied by the Follow-Up Notice of PAGA Settlement. Phoenix will provide the Parties' counsel reports regarding administration of the Settlement Agreement as needed or requested.

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13. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class. Prior to the initial mailing and payments in this matter, Phoenix will cause the Notice of PAGA Settlement and Follow-Up Notice of PAGA Settlement to Settlement Group Members to be translated in Spanish so that an English and Spanish version are provided.

14. Phoenix's costs are reasonable and competitive when compared to the industry.

15. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

- **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Remail, and Translation costs.
- **Hourly Cost:** The hourly rates include Programming Database & Setup, Project Management, Notice Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

16. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will not Exceed quote of **\$7,500** is attached hereto as **Exhibit B**.

I declare under the penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on May 22, 2024 at Orange, California.

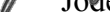

Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	685
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	685
Subtotal Admin Only	\$7,500.00

Not-to-Exceed Total \$7,500.00

For 685 Class Members

Pricing Good for Scope of Estimate Only

March 6, 2024

Case: Sun West Mortgage Company, Inc. adv. Santa Cruz PAGA Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Haig Hogdanian

Firm: Justice Law Corp.

Contact Number: 818.230.7502 (Tel) ext. 363

Email: hhogdanian@justicelawcorp.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 685 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$148.63	1	\$148.63
Call Center & Long Distance	\$0.75	69	\$51.38
NCOA (USPS)	\$250.00	1	\$250.00
Language Transaltion	\$250.00	1	\$250.00
		Total	\$1,200.01

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$150.00	2	\$300.00
Data Merge & Duplication Scrub	\$0.35	685	\$239.75
Notice and Check Packet	\$1.25	685	\$856.25
Estimated Postage (up to 1 oz.)*	\$0.64	685	\$438.40
		Total	\$1,834.40

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.00	69	\$68.50
Remail Notice Packets	\$1.50	69	\$102.75
Estimated Postage	\$0.64	69	\$43.84
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$515.09

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Case Manager	\$125.00	3	\$375.00
Total			\$750.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Total			\$1,510.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$105.00	3	\$315.00
Remail Undeliverable Checks (Postage Included)	\$2.00	103	\$205.50
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$100.00	2	\$200.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$450.00	1	\$450.00
Total			\$1,690.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$7,500.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, CA 91103 and my electronic service address is hdonnelly@justicelawcorp.com.

On June 4, 2024, I served the foregoing documents described as

- 1. NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTIONS 2698, *ET SEQ.*) SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
- 2. DECLARATION OF CAMERON SANTA CRUZ IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTIONS 2698, *ET SEQ.*) SETTLEMENT AGREEMENT**
- 3. DECLARATION OF JODEY LAWRENCE OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGASETTLEMENT**

for the following case: **Santa Cruz adv. Sun West Mortgage Company, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-849946-21**
Court Case No.: 30-2022-01239675-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

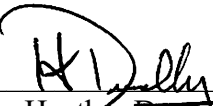
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on June 4, 2024, at Pasadena, California.



Heather Donnelly