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Attorneys for Plaintiff Taylre Chowning and Thomas Armaly

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

02/16/2023 at 01:18:00 PM
Clerk of the Superior Court
By Lee McAlister, Deputy Clerk

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

TAYLRE CHOWNING *et al.*

Plaintiffs,

vs.

FREEDOM MORTGAGE CORPORATION *et al.*

Defendants.

Case No. 37-2022-00005613-CU-OE-CTL

Hon. Matthew C. Braner
Dept. 60

CLASS ACTION

**Notice of Order Granting Final Approval
of Class Action Settlement and Attorneys'
Fees and Costs and Entering Judgment**

Action Filed: Feb. 10, 2022

1 TO THE COURT, THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT
2 AGENCY (LWDA), ALL PARTIES, AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE
3 NOTICE THAT:

4 1. On January 3, 2023, Plaintiffs Taylre Chowning and Thomas Armaly, through counsel
5 of record, filed an Unopposed Motion Granting Final Approval of Class Action Settlement and
6 Attorneys' Fees and Costs and Entering Judgment in this action entitled *Chowning et al. v. Freedom*
7 *Mortgage Corporation et al.*

8 2. On February 8, 2023, the Honorable Matthew C. Braner signed the proposed order, as
9 amended by the Court, which became the effective Order of the Court. The Court entered final
10 judgment according to its terms.

11 3. A true a correct copy of the Order Granting Approval of Class Action, Settlement and
12 Attorneys' Fees and Costs and Entering Judgment is attached hereto as **Exhibit 1**.

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14 Respectfully submitted,

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16 Dated: February 16, 2023

Ferraro Vega Employment Lawyers, Inc.

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EXHIBIT 1

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

02/08/2023 at 04:09:00 PM
Clerk of the Superior Court
By Cecilia Boyle, Deputy Clerk

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

TAYLRE CHOWNING, as an individual and
on behalf of all others similarly situated;
THOMAS ARMALY, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

FREEDOM MORTGAGE
CORPORATION, a corporation; RYAN
PERUSSI, an individual; and DOES 1
through 50,

Defendants.

Case No. 37-2022-00005613-CU-OE-CTL

*Assigned to the Hon. Matthew C. Braner
Dept. C-60*

CLASS ACTION

**~~[Proposed]~~ Order Granting Final Approval of
Class Action Settlement and Attorneys' Fees
and Costs and Entering Judgment**

Motion for Final Approval/Attorneys' Fees

Date: Jan. 27, 2023

Time: 9:00 A.M.

Judge: Hon. Matthew C. Braner

Courtroom: C-60

Action Filed: Feb. 10, 2022

1 This matter came on for hearing on January 27, 2023 at 9:00 a.m. in Department C-60 of the
2 above-captioned Court, the Honorable Matthew C. Braner presiding, on (1) Plaintiffs' Motion for Final
3 Approval of Class Action Settlement and (2) Plaintiffs' Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 Settlement Agreement ("Settlement"), the evidence and documents received by the Court in connection
6 with the Motions for Final Approval and Attorneys' Fees and Costs, and the Motion for Preliminary
7 Approval of Class Action Settlement, the Court GRANTS FINAL APPROVAL of the Settlement and
8 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

9 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, and
10 the Class Action Settlement Agreement of the Parties (hereinafter the "Settlement"), a Class Notice
11 was sent to each Class Member by first-class U.S. mail. The Class Notice informed the Class of the
12 terms of the Settlement, their right to receive a settlement payment without any required action, their
13 right to comment upon or object to the Settlement, and their right to appear in person or by counsel at
14 the Final Approval Hearing and to be heard regarding approval of the Settlement. Adequate periods
15 of time were provided for each of these procedures.

16 2. No Class Member returned a written objection to the proposed Settlement as part of the
17 notice process or stated an intention to appear at the final approval hearing and none appeared at
18 hearing. No Class Member requested exclusion from the Settlement.

19 3. The Court finds and determines the Class Notice and associated procedure afforded
20 adequate protections to Class Members and provides the basis for the Court's informed decision
21 regarding approval of the Settlement based on responses of the Class. The Court finds and determines
22 the notice provided was the best notice practicable, satisfying the requirements of law and due process.

23 4. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
24 proposed Class is ascertainable and so numerous that joinder of all members of the class is
25 impracticable; (b) there are questions of law or fact common to the proposed Class, and there is a well-
26 defined community of interest among members of the proposed Class with respect to the subject matter
27 of the class action; (c) the claims of the Class Representatives are typical of the claims of the Class;
28 (d) the Class Representatives have and will fairly and adequately protect the interests of the Class;

1 (e) a class action is superior to other available methods for an efficient adjudication of this controversy
2 in the context of settlement; and (f) Class Counsel Ferraro Vega Employment Lawyers, Inc. for the
3 Class Representatives are qualified and adequate to serve as Class Counsel in this action.

4 5. The Court confirms certification, for settlement purposes only—excluding those
5 individuals subject to arbitration agreements—of the Class defined as: “all individuals currently or
6 formerly employed by Freedom in the State of California as hourly, non-exempt employees at any
7 time during the Class Period.” The “Class Period” is defined as February 10, 2018 through October
8 9, 2022.

9 6. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
10 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
11 arms’-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
12 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
13 extensive investigation, research, and informal discovery, and that their attorneys were able to
14 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
15 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
16 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
17 recognizes the significant value provided to the Class.

18 7. The Court further finds and determines the terms of the Settlement are fair, reasonable
19 and adequate to the Class and to each Class Member and that the Settlement is ordered finally
20 approved, and that all terms and provisions of the Settlement should be and are ordered.

21 8. The Court finds and determines the individual payments to be paid to Class Members
22 as provided for by the Settlement are fair and reasonable. The Court orders the payment of those
23 amounts be made to the Class Members in accordance with the Settlement.

24 9. The Court finds and determines the fees and expenses in administering the Settlement
25 incurred by Phoenix Settlement Administrators of \$8,500 are fair and reasonable. The Court orders
26 the settlement administration costs be paid in accordance with the terms of the Settlement.
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1 10. The Court finds and determines the Service Awards of \$10,000 each to Plaintiffs
2 Chowning and Armaly as fair and reasonable. The Court orders the service awards be paid in
3 accordance with the terms of the Settlement.

4 11. The Court finds and determines payment to the California Labor and Workforce
5 Development Agency of \$12,000 as its share of the Settlement of civil penalties under the Private
6 Attorneys General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in
7 accordance with the terms of the Settlement.

8 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
9 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees of \$214,500 and litigation
10 costs of \$15,634.11. The Court finds such amounts to be fair and reasonable. The Court orders the
11 Settlement Administrator to make these payments in accordance with the Settlement.

12 13. Without affecting the finality of this Order or the entry of judgment in any way, the
13 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
14 and enforcement of this Order and the Settlement.

15 14. Neither Defendants nor any related persons or entities shall have any further liability for
16 costs, expenses, interest, attorneys' fees, or any other charge, expense, or liability, except as provided
17 for by the Settlement.

18 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
19 the Settlement or under this Order, including the requirement that Defendant make payments to Class
20 Members in accordance with the Settlement.

21 16. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
22 Settlement, in accordance with the Court's Preliminary Approval Order, and in accordance with this
23 Final Approval Order and Judgment.

24 17. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
25 Entry of Judgment with the Court.
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1 IT IS SO ORDERED.

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3 Date: **02/08/23**



The Honorable Matthew C. Braner
Judge of the Superior Court