

Douglas Han, Esq. (SBN: 232858)

ghan@justicelawcorp.com

Shunt Tatavos-Gharajeh, Esq. (SBN: 272164)

statavos@justicelawcorp.com

Jason W. Rothman, Esq. (SBN: 304961)

JUSTICE LAW CORPORATION

751 N. Fair Oaks Avenue, Suite 101

Pasadena, California 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

Attorneys for Plaintiff Cameron Santa Cruz, individually and on behalf of all similarly situated aggrieved employees

Scott E. Gizer, Esq. (SBN: 221962)

sgizer@earlysullivan.com

Diane M. Luczon, Esq. (SBN: 235059)

dluczon@earlysullivan.com

Padideh Zargari, Esq. (SBN: 307409)

pzargari@earlysullivan.com

EARLY SULLIVAN WRIGHT GIZER & McRAE LLP

6420 Wilshire Boulevard, 17th Floor

Los Angeles, California 90048

Telephone: (310) 301-4660

Facsimile: (310) 301-4676

Attorneys for Defendant Sun West Mortgage Company, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – COMPLEX

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

Plaintiffs,

v.

SUN WEST MORTGAGE COMPANY,
INC., a California Corporation; and DOES
1-100, inclusive,

Defendant.

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

Case No.: 30-2022-01255275-CU-OE-CXC

**JOINT STIPULATION OF RELATED
CASE SETTLEMENT**

Date Filed: January 4, 2024

Trial Date: None

[The Honorable Melissa R. McCormick –
Dept. CX-104]

ADDITIONAL COUNSEL:

Jason E. Baker, Esq. (SBN: 197666)

jbaker@keeganbaker.com

John J. Weber, Esq. (SBN: 313824)

jweber@keeganbaker.com

KEEGAN & BAKER, LLP

5820 Oberlin Drive, Suite 205

San Diego, California 92121

Telephone: (858) 558-9402/7

Facsimile: (858) 558-9401

Attorneys for Plaintiff Farroz (Michael) Zamani in Case No. 30-2022-01255275-CU-OE-CXC

1 This Joint Stipulation of Related Case Settlement (the “**Joint Stipulation**”) is intended to
2 amend the Settlement Agreement and Release (the “**Settlement**”) reached in this Action (Case No.
3 30-2022-01239675-CU-OE-CXC), attached as Exhibit 3 to the Declaration of Douglas Han in
4 connection with the pending Motion for PAGA Settlement Approval [ROA 194], to include
5 settlement of Case Number 30-2022-01255275-CU-OE-CXC (*Zamani v. Sun West Mortgage*
6 *Company, Inc.*) (the “**Zamani Action**”), subject to Court approval. In connection therewith, the
7 undersigned Parties (defined on the signature page hereto), stipulate that the Settlement pending
8 Court approval is hereby amended as follows:

9 1. **Court Approval.** The Parties enter into this Joint Stipulation on a conditional basis,
10 requiring further approval of the Court. Upon the Court’s approval of the Settlement, as amended
11 by this Stipulation, the Zamani Action shall be dismissed with prejudice.

12 2. **Stay of the Zamani Action.** Pending approval of the Court, all motions and
13 deadlines in the Zamani Action continue to be stayed except as necessary to implement and complete
14 the Settlement or this Joint Stipulation. If the Effective Date of the Settlement does not occur, this
15 Joint Stipulation shall be deemed null and void.

16 3. **No Objection.** Plaintiff ZAMANI agrees to make no objection to the Settlement.

17 4. **Enhancement Award.** In addition to his right to Individual Settlement Award(s)
18 derived from the Settlement, Plaintiff ZAMANI shall be entitled to seek an “Enhancement Award”
19 in this Action from the Gross Settlement Amount of up to FIVE THOUSAND and 00/100ths
20 DOLLARS (\$5,000.00). Plaintiff ZAMANI shall be obligated to support his request for an
21 Enhancement Award.

22 5. **Litigation Costs Award.** Counsel for Plaintiff ZAMANI shall be entitled to seek
23 reimbursement of costs in this Action from the Gross Settlement Amount of up to TWO
24 THOUSAND FIVE HUNDRED and 00/100ths DOLLARS (\$2,500.00). Plaintiff ZAMANI shall
25 be obligated to support his request for a cost award from the Court in this Action.

26 6. **Attorneys’ Fees for Zamani.** The gross fees awarded by the Court in this Action
27 shall be allocated as 10% to Keegan & Baker, LLP and 90% to Justice Law Corporation. Plaintiff
28 ZAMANI shall support his request for attorneys’ fees through a declaration filed in support of the

Motion for Approval.

7. **Sun West's Obligation:** Nothing herein changes, alters or amends the obligations of Sun West that are set forth in the Settlement Agreement.

8. **Consent to Continuing Jurisdiction.** The Court shall have continuing jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Joint Stipulation.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Joint Stipulation as of the date(s) set forth below:

PARTIES:

Dated: 08/08/2024, 2024

Cameron Santa Cruz
Cameron Santa Cruz

Dated: 08/06/2024, 2024

DocuSigned by:
FARROZ M. ZAMANI
Farroz (Michael) Zamani

SUN WEST MORTGAGE COMPANY, INC.

Dated: 8/05, 2024

By: *WJ*

COUNSEL FOR PARTIES:

KEEGAN & BAKER, LLP

Dated: 08/06, 2024

Signed by:
By: *John J. Weber*
Jason E. Baker, Esq.

John J. Weber, Esq.
Attorneys for FARROZ (Michael) ZAMANI,
individually and on behalf of similarly
situated and aggrieved employees

JUSTICE LAW CORPORATION

Dated: 8/8, 2024

By: *D. Han*
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
4 Jason W. Rothman, Esq.

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Attorneys for CAMERON SANTA CRUZ,
individually and on behalf of all similarly
situated aggrieved employees

**EARLY SULLIVAN WRIGHT GIZER &
McRAE, LLP**

Dated: August 5, 2024

By: 

Scott E. Gizer, Esq.
Diane M. Luczon, Esq.
Padideh Zargari, Esq.
Attorneys for SUN WEST MORTGAGE
COMPANY, INC.