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

VIRGINA BREW, TONY GROSBEIER,
COURTNEY TOLBERT, D C SNYDER,
AND TIMOTHY MELLEN on behalf of
themselves and all similarly situated
persons, and the general public,

Plaintiffs,

v.

ROCKET MORTGAGE, LLC.; and DOES
1 through 25, inclusive,

Defendants.

CASE NO. **24-CIV-00893**

*Assigned for all purposes to the
Honorable Nancy L. Fineman, Dept. 4*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: September 24, 2024

Time: 2:00 p.m.

Dept: 4

1 Plaintiffs' Notice of Unopposed Motion and Unopposed Motion for Preliminary Approval
2 of Class Action and PAGA Settlement came on for hearing before this Court on September 24, 2024
3 at 2:00 p.m., the Honorable Nancy L. Fineman, presiding. Having considered the motion and its
4 supporting papers and for good cause shown,

5 **IT IS HEREBY ORDERED THAT:**

6 1. The Court grants preliminary approval of the proposed class action settlement based
7 upon the terms set forth in the Class Action and PAGA Settlement Agreement And Release
8 ("Settlement Agreement") attached as Exhibit 2 to the Declaration of John Glugoski in support of
9 Plaintiffs' Unopposed Motion for Preliminary Approval.

10 2. The Court adopts all defined terms as set forth in the Settlement Agreement and finds
11 that the proposed settlement appears to be within the range of reasonableness necessary for
12 preliminary approval by the Court, but final determination of whether the proposed settlement terms
13 are fair, adequate and reasonable will be made at the final approval hearing.

14 3. With respect to the Class and for purposes of approving this settlement only, this
15 Court preliminarily finds that: (a) the members of the Class are ascertainable and so numerous that
16 joinder of all members is impracticable; (b) there are questions of law and fact common to the Class
17 and there is a well-defined community of interest among the Class Members with respect to the
18 subject matter of the litigation; (c) the claims of the Class Representatives and the defenses thereto
19 are typical of the claims of the Class Members and the defenses thereto; (d) the Class
20 Representatives will fairly and adequately protected the interests of the Class Members; (e) a class
21 action is superior to other available methods for an efficient adjudication of this controversy; and
22 (f) counsel of record for the Class Representatives are qualified to serve as counsel for Plaintiffs in
23 their individual and representative capacity and for the Class.

24 4. The Court therefore conditionally certifies a Settlement Class defined as follows:

25 all current and former non-exempt individuals employed by
26 Defendants in California, at any time from June 21, 2019 through the
27 date of preliminary approval
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1 5. The Court preliminarily approves Plaintiffs Virginia Brew, Tony Grosbeier, D C
2 Snyder, Timothy Mellen, and Courtney Tolbert to serve as the Class Representatives. The Court
3 recognizes that the proposed settlement provides that Plaintiffs may also apply to the Court for a
4 Plaintiffs' enhancement payment of up to \$25,000.00 to compensate Plaintiffs for their service to
5 the class as follows: Ten Thousand Dollars and Zero Cents (\$10,000.00) to Tolbert; Seven Thousand
6 Five Hundred Dollars and Zero Cents (\$7,500.00) to Snyder; and Two Thousand Five Hundred
7 Dollars and Zero Cents (\$2,500.00) each to Virginia Brew, Tony Grosbeier, and Timothy Mellen.
8 In addition, the Court recognizes that in exchange for a general release (i.e., a release that is more
9 broad than the Class Member release), the named Plaintiffs shall receive \$30,000.00 to be allocated
10 as follows: Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Tolbert; Seven Thousand Five
11 Hundred Dollars and Zero Cents (\$7,500.00) to Snyder; and Two Thousand Five Hundred Dollars
12 and Zero Cents (\$2,500.00) each to Virginia Brew, Tony Grosbeier, and Timothy Mellen. See
13 Exhibit 2 to Declaration of John Glugoski, Settlement Agreement ¶ 4.2.1.

14 6. The Court preliminarily approves Righetti Glugoski, P.C., and Nathan & Associates,
15 APC to serve as Class Counsel. The Court recognizes that as part of the proposed settlement,
16 Defendant has agreed not to oppose Class Counsel's fee request of up to 35% of the Total Settlement
17 Amount plus costs not to exceed \$200,000.00. The Court preliminarily finds that some amount up
18 to 35% of the Total Settlement Amount plus \$200,000.00 in costs may be fair and reasonable, but
19 the finding as to the actual amounts to be awarded will be determined at the final approval hearing.

20 7. The Court preliminary approves the amount of \$250,000.00 from the Gross
21 Settlement Amount to be allocated to penalties under the Private Attorneys General Act of 2004.
22 Seventy-five percent (75%) of that amount, or \$187,500.00, will be paid to the LWDA. The
23 remaining \$62,500.00 shall be distributed amongst approximately 545 PAGA Employees who
24 worked 15,632 pay periods.

25 8. The Court approves the format and content of the Notice of Class Action Settlement
26 (the "Class Notice") attached to the Declaration of John Glugoski as Exhibit 3. The Court finds that
27 the dissemination of the Class Notice in the manner set forth in the Settlement Agreement complies
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1 with the requirements of due process and appears to be the best notice practicable under the
2 circumstances.

3 9. Any Opt Out and Objection submitted by Class Members shall be submitted to the
4 Settlement Administrator as opposed to filed with the Court. The Settlement Administrator shall
5 forward copies of any Opt Out or Objection to counsel of record. The Settlement Administrator shall
6 file a declaration concurrently with the filing of any motion for final approval, authenticating a copy
7 of every Opt Out and Objection received by the Settlement Administrator.

8 10. The Court appoints Phoenix Settlement Administrators (“Phoenix”) to serve as the
9 Settlement Administrator and preliminarily approves that the settlement administration costs set
10 forth in the Settlement Agreement.

11 11. The Court orders the following implementation schedule for further proceedings:

12 a.	Deadline for Defendant to Submit Class List and Data to Settlement Administrator	Fourteen (14) calendar days after the Preliminary Approval Order
13 b.	Deadline for Settlement Administrator to Mail the Class Notice to Class Members	Fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Class List and Data
14 c.	Deadline for Class Members to Submit Opt-Out or Objections to Settlement Administrator	Forty-five (45) calendar days after mailing of Class Notice to Class Members
15 e.	Deadline for Class Counsel to file (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Award of Class Representative Enhancement Award, Claims Administrator’s Expenses and Attorneys’ Fees and Costs	_____, 2024

f.	Hearing on: • Motion for Final Approval of Class Action Settlement; • Motion for Award of Class Representative Enhancement Award, Settlement Administrator's Expenses and Attorneys' Fees and Costs	_____, 2024 at _____ a.m.
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12. If there is any continuance of the hearing date on Final Approval, the Settlement Administrator must give notice of the new date to all Objectors.

IT IS SO ORDERED.

Dated: _____

HONORABLE NANCY L. FINEMAN
Judge of the Superior Court of California