

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF PLACER**
16

17 MONICA CUTHBERT, SHERRI
18 MAYER, BELA CRISPIN, CORRINE
19 SALAZAR-ROSE, individuals, on behalf
20 of themselves and on behalf of all persons
21 similarly situated,

22 Plaintiffs,

23 vs.

24 AMERICAN PACIFIC MORTGAGE
25 CORPORATION, a California
26 Corporation; and DOES 1 through 50,
27 inclusive,

28 Defendants.

CASE NO.: **S-CV-0049369**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: February 18, 2025

Hearing Time: 8:30 a.m.

[Hearing scheduled by Orders dated July 23
2024 and November 4, 2024]

Judge: Hon. Trisha Hirashima

Department: 42

Action Filed: October 27, 2022

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on April 1, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached
4 hereto is Exhibit #1.

5 Respectfully submitted,

6 Dated: April 1, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug

9 Attorneys for Plaintiffs
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On April 1, 2025, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail address(es):

Medina McKelvey LLP

Alex Medina

alex@medinamckelvey.com

Doug Leach

doug@medinamckelvey.com

Andrew Sayre

andrew@medinamckelvey.com

Samantha Shapiro

samantha@medinamckelvey.com

925 Highland Pointe Drive, Suite 300

Roseville, California 95678

Telephone: 916-2211

Attorneys for Defendant American Pacific Mortgage Company

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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 April 1, 2025, at La Jolla, California.

By: /s/ Kyle Nordrehaug

Kyle R. Nordrehaug, Esq.

Electronically Submitted on 01/22/2025 5:25 PM

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

Filed - 04/01/2025

Electronically filed by Superior Court of California
County of Placer on 04/01/2025
Jake Chatters, Clerk of the Court
By B. Baldock Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER**

MONICA CUTHBERT, SHERRI MAYER,
BELA CRISPIN, CORRINE SALAZAR-
ROSE, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiff,

vs.

AMERICAN PACIFIC MORTGAGE
CORPORATION, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: S-CV-0049369

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: February 18, 2025
Hearing Time: 8:30 a.m.

Judge: Hon. Trisha Hirashima
Dept: 42

Date Filed: October 27, 2022
Trial Date: Not set

The unopposed motion of Plaintiffs Monica Cuthbert, Bela Crispin, Sherri Mayer, and Corrine Salazar-Rose ("Plaintiffs") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant American Pacific Mortgage Corporation ("Defendant"), attorneys' fees and costs, service payments, and the expenses of the Administrator

FINAL APPROVAL ORDER AND JUDGMENT

1 duly came on for hearing on February 18, 2025 before the Honorable Trisha Hirashima.

2 **I.**

3 **FINDINGS**

4 Based on the oral and written argument and evidence presented in connection with the
5 motion, the Court makes the following findings:

6 1. All terms used herein shall have the same meaning as defined in the Agreement.

7 2. This Court has jurisdiction over the subject matter of this litigation pending before
8 the Superior Court for the State of California, in and for the County of Placer, and over all Parties to
9 this litigation, including the Class.

10 3. Based on a review of the papers submitted by Plaintiffs and a review of the
11 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Thousand Dollars
12 (\$600,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

13 4. The Court further finds that the Settlement was the result of arm's length negotiations
14 conducted after Class Counsel had adequately investigated the claims and became familiar with the
15 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
16 assistance of an experienced mediator in the settlement process, among other factors, support the
17 Court's conclusion that the Settlement is fair, reasonable, and adequate.

18 **Preliminary Approval of the Settlement**

19 5. On July 23, 2024, the Court granted preliminary approval of the Settlement. At the
20 same time, the Court approved conditional certification of the Class for settlement purposes only.

21 **Notice to the Class**

22 6. In compliance with the Preliminary Approval Order, the Court-approved Class
23 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
24 about November 18, 2024. Mailing of the Class Notice to their last-known addresses was the best
25 notice practicable under the circumstances and was reasonably calculated to communicate actual
26 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
27 Members fully and accurately informed the Class Members of all material elements of the proposed
28

1 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
2 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
3 laws of the State of California, the United States Constitution, due process and other applicable law.
4 The Class Notice fairly and adequately described the Settlement and provided Class Members
5 adequate instructions and a variety of means to obtain additional information.

6 7. The Response Deadline for opting out or submitting written objections to the
7 Settlement was January 17, 2025, which for re-mailings was extended by fourteen (14) days. There
8 was an adequate interval between notice and the deadline to permit Class Members to choose what
9 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
10 Members to participate in this hearing, and all Class Members and other persons wishing to be heard
11 have had a full and fair opportunity to be heard. Class Members also have had a full and fair
12 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court
13 determines that all Class Members who did not timely and properly submit a request for exclusion
14 are bound by the Settlement and this Final Approval Order and Judgment.

15 **Fairness of the Settlement**

16 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
17 Cal.App.4th 1794, 1801 (1996).

18 a. The settlement was reached through arm's-length bargaining between the
19 Parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator of
20 wage and hour class actions. There has been no collusion between the Parties in reaching the
21 Settlement.

22 b. Plaintiffs' and their counsel's investigation and discovery have been
23 sufficient to allow the Court and counsel to act intelligently.

24 c. Counsel for all Parties are experienced in similar employment class action
25 litigation. Class Counsel recommended approval of the Agreement.

26 d. The percentage of objectors and requests for exclusion is small. No objections
27 were received. No requests for exclusion were received.

1 e. The participation rate was high. 325 Participating Class Members will be
2 mailed a settlement payment, representing 100% of the overall Class.

3 9. The consideration to be given to the Class Members under the terms of the
4 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
5 asserted in this action and is fair, reasonable, and adequate compensation for the release of Class
6 Members' claims, given the uncertainties and significant risks of the litigation and the delays which
7 would ensue from continued prosecution of the action.

8 10. The Agreement is approved as fair, adequate, and reasonable and in the best interests
9 of the Class Members.

10 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

11 11. An award of \$200,000 for attorneys' fees, representing one-third of the Gross
12 Settlement Amount, and \$23,761.23 for litigation costs and expenses, is reasonable, in light of the
13 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
14 achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar
15 and billing statement.

16 **Class Representative Service Payments**

17 12. The Agreement provides for Class Representative Service Payments of not more than
18 \$12,500 to each Plaintiff, subject to the Court's approval. The Court finds that Class Representative
19 Service Payments in the amount of \$12,500 to each of the Plaintiffs is reasonable in light of the risks
20 and burdens undertaken by Plaintiffs in this litigation, for their time and effort in bringing and
21 prosecuting this matter on behalf of the Class, and for their execution of a general release.

22 **Administration Expenses Payment**

23 13. The Administrator shall calculate and administer the payment to be made to the Class
24 Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
25 Representative Service Payments to Plaintiffs, issue all required tax reporting forms, calculate
26 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator
27
28

1 has documented \$15,500 in fees and expenses, and this amount is reasonable considering the work
2 performed by the Administrator.

3 **PAGA Penalties**

4 14. The Agreement provides for PAGA Penalties of \$50,000 out of the Gross
5 Settlement Amount, \$37,500 of which shall be allocated to the Labor & Workforce Development
6 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
7 Agreement pursuant to the PAGA and \$12,500 to be distributed as the Individual PAGA Payments
8 to the Aggrieved Employees Group I and Aggrieved Employees Group II. The Administrator will
9 calculate each Individual PAGA Payment for the Aggrieved Employees Group 1 by (a) dividing the
10 amount of the Aggrieved Employees’ 25% share of PAGA Penalties 1 (\$2,750) by the total number
11 of PAGA Pay Periods worked by all Aggrieved Employees Group 1 during the PAGA Period and
12 (b) multiplying the result by each Aggrieved Employee Group 1’s PAGA Pay Periods. “Aggrieved
13 Employees Group 1” means all individuals who were employed by Defendant in California and
14 classified as a non-exempt employee at any time during the PAGA Period who did not sign an
15 arbitration agreement. The Administrator will calculate each Individual PAGA Payment for the
16 Aggrieved Employees Group 2 by (a) dividing the amount of the Aggrieved Employees’ 25% share
17 of PAGA Penalties 2 (\$9,750) by the total number of PAGA Pay Periods worked by all Aggrieved
18 Employees Group 2 during the PAGA Period and (b) multiplying the result by each Aggrieved
19 Employee Group 2’s PAGA Pay Periods. “Aggrieved Employees Group 2” means all individuals
20 who were employed by Defendant in California and classified as a non-exempt employee at any
21 time during the PAGA Period who signed an arbitration agreement. The PAGA Period is December
22 9, 2021 through December 1, 2023. Pursuant to Labor Code section 2699, subdivision (1)(2), the
23 LWDA was provided notice of the Agreement and these settlement terms and has not indicated any
24 objection thereto. The Court finds the PAGA Penalties to be reasonable.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

FINAL APPROVAL ORDER AND JUDGMENT

1 15. The Class is certified for the purposes of settlement only. The Class is defined as
2 follows:

3 All individuals who were employed by Defendant in California and classified as a
4 non-exempt employee at any time during the Class Period who did not sign an
5 arbitration agreement, and excluding non-exempt employees who were employed by
6 Defendant as loan officer assistants or processors, or who performed equivalent
7 duties to loan officer assistants and processors, up to February 18, 2020.

8 The Class Period is October 27, 2018 through December 1, 2023.

9 16. All persons who meet the foregoing definition are members of the Class, except for
10 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were no
11 individuals who requested exclusion

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
14 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
15 Agreement, by transmitting the funds to the Administrator no later than 21 days after the Effective
16 Date.

17 18. Class Counsel are awarded attorneys’ fees in the amount of \$200,000 and costs in the
18 amount of \$23,761.23. Class Counsel shall not seek or obtain any other compensation or
19 reimbursement from Defendants, Plaintiffs or members of the Class.

20 19. The payment of Class Representative Service Payments in the amount of \$12,500 to
21 each of the Plaintiffs is approved.

22 20. The payment of \$15,500 to the Administrator for its fees and expenses is approved.

23 21. The PAGA Penalties of \$50,000 is approved and is to be distributed in accordance
24 with the Agreement.

25 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a
26 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

27 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
28 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
wrongdoing by Defendant or that this Action is appropriate for class or representative treatment

1 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
2 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is,
3 may be construed as, or may be used as an admission by or against Defendant of any fault,
4 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
5 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
6 evidence of, an admission, or concession with regard to the denials or defenses by Defendant.
7 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
8 Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the
9 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
10 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
11 Claims and/or Released PAGA Claims.

12 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to
16 individual Class Members.

17 25. If the Agreement does not become final and effective in accordance with the terms of
18 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
19 herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
20 respective positions as of before entering into the Agreement, and expressly reserve their respective
21 rights regarding the prosecution and defense of this Action, including all available defenses and
22 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
23 action and/or managed as a representative action.

24 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiffs, and all members of the Class, shall take nothing in the Action.

27 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
28

1 provided in the Agreement and in this Final Approval Order and Judgment.

2 28. Effective on the date when Defendant fully funds the entire Gross Settlement
3 Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class
4 Payments, the Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
5 release claims against all Released Parties as follows:

6 (a) All Participating Class Members, on behalf of themselves and their respective
7 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
8 release Released Parties from the Released Class Claims. The “Released Class Claims” are all
9 claims that were alleged, or reasonably could have been alleged, based facts stated in the Action or
10 Operative Complaints which occurred during the Class Period. Except as expressly set forth in this
11 Agreement, Participating Class Members do not release any other claims, including claims for
12 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
13 unemployment insurance, disability, social security, workers’ compensation, or Class claims based
14 on facts occurring outside the Class Period.

15 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of
16 themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The
18 “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could
19 have been alleged, based on the facts stated in the Action or Operative Complaint and the PAGA
20 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other
21 PAGA claims, underlying wage and hour claims, vested benefits, wrongful termination, violation of
22 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
23 workers’ compensation, and PAGA claims outside of the PAGA Period.

24 (c) Plaintiffs Crispin, Mayer, and Salazar-Rose, and their respective former and
25 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
26 generally, release and discharge Released Parties from all claims, transactions, or occurrences that
27 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
28

1 reasonably could have been, alleged, based on the facts contained, in the Action or Operative
2 Complaint, though Plaintiff Cuthbert expressly does not release her individual discrimination claims
3 as explained further below in paragraph 6.1(b), and (b) all PAGA claims that were, or reasonably
4 could have been, alleged based on facts contained in the Action or Operative Complaint, as fully set
5 forth in the Agreement. Plaintiff Cuthbert does not provide any release of any individual claims that
6 Plaintiff Cuthbert could allege, other than the same Released Class Claims and Released PAGA
7 Claims released by all Class Members as described in this paragraph, based on her former
8 employment relationship with Defendant. Specifically, Plaintiff Cuthbert does not provide a release
9 of any claims related to her complaint of discrimination filed with the Civil Rights Department
10 (CRD) pursuant to the California Fair Employment and Housing Act, Government Code §§ 12900,
11 *et seq*, CRD Matter Number: 202308-21700921

12 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
16 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

17 30. The Court hereby enters judgment in the entire Action as of the filing date of this
18 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality
19 of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
20 interpretation, implementation, and enforcement of the Settlement and all orders entered in
21 connection therewith pursuant to California Code of Civil Procedure section 664.6.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23 Final accounting hearing set July 15, 2025, at 8:30 a.m. in Department 42. Final accounting status
report to be filed by July 7, 2025.

24 Dated: 4-1-2025



25 /s/ Hon. Trisha Hirashima
26 HON. TRISHA HIRASHIMA
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
28