

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

03/13/2024 at 12:58:00 PM

Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

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

SAMUEL JOHNSON, individually, on a
representative basis, and on behalf of all
others similarly situated; and JAZMIN
VALERIO individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

THE J.G WENTWORTH COMPANY, a
California Corporation; SETTLEMENT
FUNDING LLC, a California Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: 37-2022-00048277-CU-OE-CTL
[Assigned to Hon. Katherine Bacal, Dept C-69,
for all purposes]

~~PROPOSED~~ ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

Complaint filed: 12/1/2022

1 Having reviewed the Class Action and PAGA Settlement Agreement and Release of
2 Claims (the “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the
3 Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action
4 Settlement between Plaintiffs Samuel Johnson and Jazmin Valerio and Defendants The J.G.
5 Wentworth Company and Settlement Funding, LLC (“Defendants”) (collectively, the “Parties”),
6 as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for
7 Preliminary Approval of Class Action Settlement, the documents submitted in support of the
8 motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

9 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
10 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
12 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
13 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
14 arms-length negotiations conducted after the Parties adequately investigated and became familiar
15 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
16 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
20 Class, for settlement purposes only:

21 All current and former non-exempt employees employed by
22 Defendants The J.G. Wentworth Company and/or Settlement
23 Funding LLC in California at any time during the Class Period
24 (which is December 1, 2018, through December 4, 2023).

25 3. Additionally, the “Aggrieved Employees” are defined to include “All current and
26 former non-exempt employees employed by Defendants The J.G. Wentworth Company and/or
27 Settlement Funding LLC in California at any time during the PAGA Period (which is December
28 1, 2021, through December 4, 2023).

1 4. The class action settlement, as set forth in the Settlement Agreement, between
2 Plaintiffs and Defendants is preliminarily approved as it appears to be proper, to fall within the
3 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
4 to any objections that may be raised at the Final Approval Hearing.

5 5. For settlement purposes only, the Court appoints Plaintiffs Samuel Johnson and
6 Jazmin Valerio as Class Representatives, and Brian Mankin and Misty Lauby as Class Counsel.

7 6. The Court approves Phoenix Class Action Administration Solutions to act as the
8 Settlement Administrator.

9 7. The Court approves, as to form and content, the Class Notice and finds that the
10 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
11 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
12 proposed settlement terms and of their options, including: (1) the nature of the action, the
13 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
14 (2) Plaintiffs' and Class Counsel's applications for the Class Representative Service Payments,
15 and Class Counsel's request for attorneys' fees and costs; (3) a formula used to determine the
16 Class Member's estimated Individual Class Payment and Individual PAGA Payment; (4) Class
17 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or
18 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
19 information regarding the action and the Settlement. Counsel for the Parties are authorized to
20 correct any typographical errors and make clarifications, to the extent the same are found or
21 needed, so long as such corrections do not materially alter the substance of the documents.

22 8. The Court approves the procedure for Class Members to participate in, request
23 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
24 and the Notice.

25 9. The Court finds that the deadlines and method set forth in the Settlement
26 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
27 notice practicable under the circumstances, constitute due and sufficient notice to all persons
28 entitled to notice, and otherwise satisfy the requirements of California law and due process.

1 10. Class Members who wish to request exclusion, object to the Settlement or dispute
2 Weeks Worked shall have until 30 days after the mailing of the Class Notice (the “Response
3 Deadline”) and are directed to follow the directions set forth in the Class Notice by mailing their
4 requests to the Settlement Administrator (and not to the Court) within the time periods set forth
5 in the Class Notice.

6 11. The Court directs the Administrator to perform address verification measures and
7 mail the Notice by first class mail to the Class Members not later than 10 days after it receives
8 the “Class Data” as defined in the Settlement Agreement and to otherwise carry out the
9 Settlement according to the terms of the Settlement Agreement and in conformity with this
10 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
11 Settlement Agreement.

12 12. All Class Members shall be deemed to participate in the Settlement, although any
13 Class Member who wishes to comment on or object to the Settlement or who elects not to
14 participate in the Settlement has until thirty days (30) days after the mailing of the Class Notice
15 to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the
16 Notice.

17 13. The Court approves the handling of unclaimed funds set forth in the Settlement
18 Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a
19 result of a failure to timely cash a settlement check shall be issued to the State Controller’s
20 Office in the name of the Class Member or Aggrieved Employee, as set forth in the Settlement
21 Agreement.

22 14. The following dates shall govern for purposes of this settlement:

23 March 8, 2024	Preliminary Approval (PA) hearing
24 March 22, 2024 (<i>14 days</i> 25 <i>after PA</i>)	Deadline for Defendants to provide Class Data to the Settlement Administrator.
26 April 1, 2024 (<i>10 days</i> 27 <i>after receipt of data</i>)	Deadline for the Settlement Administrator to complete first mailing of the Notice Packet to all Class Members
28 May 1, 2024 (<i>30 days after</i> <i>mailing Class Notice</i>)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.

16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
August 16, 2024	Final Approval Hearing.

15. A final approval hearing shall be held in this Court on August 16, 2024 at 1:30 p.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendants, or any of them, or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by any Defendant or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against any Defendant or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement Agreement, or any related agreement or release.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order.

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1 18. In the event that the Settlement Agreement does not receive final approval or the
2 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
3 shall be vacated.

4
5 Date: **March 13, 2024**

6 
Honorable Katherine Bacal

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On March 11, 2024, I caused to be served the foregoing document(s) described as follows:

[PROPOSED] ORDER

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 11, 2024, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Tracie Chiarito, Declarant

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