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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN MATEO**
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14 VIRGINA BREW, TONY GROSBEIER,
15 COURTNEY TOLBERT, D C SNYDER,
16 AND TIMOTHY MELLEN on behalf of
themselves and all similarly situated persons,
and the general public,

17 Plaintiffs,

18
19 vs.
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21 ROCKET MORTGAGE, LLC.; and DOES 1
22 through 25, inclusive,

23 Defendants.
24
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27
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CASE NO. 24-CIV-00893

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT CLASS
REPRESENTATIVE ENHANCEMENT
AWARD; ADMINSTRATOR'S EXPENSES;
ATTORNEYS' FEES AND COSTS; AND FINAL
JUDGMENT**

Date: February 4, 2025

Time: 2:00 p.m.

Dept.: 4

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

2 Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement came on for regularly
3 noticed hearing on February 4, 2025, before the Hon. Nancy L. Fineman in Department 4 of the above-
4 entitled Court, as set forth in the Parties’ Class Action and PAGA Settlement Agreement and Release
5 (“Settlement Agreement”).

6 Having considered the Parties’ Settlement Agreement, Notice of Class Action Settlement, and
7 Memorandum of Points and Authorities filed in Support of the Unopposed Motion for Final Approval of
8 Class Action and PAGA Settlement, the arguments and discussion of counsel for the respective parties,
9 the documents submitted in support therewith including, without limitation, the Declarations submitted
10 by the Parties and the Claims Administrator, as well as all supporting legal authorities and documents
11 filed herein, and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g),
12 including an inquiry into the notice to the Class, and good cause appearing therefor, the court now finds:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Judgment and Order (“Judgment”), adopts all defined
15 terms as set forth in the Parties’ Settlement Agreement, filed on June 4, 2024 as “Exhibit B” to the
16 Declaration of John Glugoski in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of
17 Class Action and PAGA Settlement.

18 2. The Court has jurisdiction over the subject matter over this Action, the Class Members,
19 the Named Plaintiffs, and Defendant.

20 3. The Court finds that the distribution of the revised Notice of Class Action Settlement to
21 Class Members, as provided for in the Second Amended Order Granting Motion for Preliminary
22 Approval of Class Action and PAGA Settlement, filed on October 14, 2024 (“MPA Order”), constituted
23 the best notice practicable under the circumstances to all Class Members and fully met the requirements
24 of California law and due process under the California and United States Constitution. Based on evidence
25 and other material submitted in conjunction with the Preliminary and Final Approval Hearings, the actual
26 notice to the class was adequate in all respects.

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1 4. The Court finds that the instant Action presented a good faith dispute over unpaid wage
2 claims, including overtime wages, meal and rest break violations, improper wage statements, and
3 reimbursement of business expenses and other relief, and the Court finds in favor of settlement approval.

4 5. The Court approves the Settlement of the above-captioned action, as set forth in the
5 Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate.
6 The Parties to the Settlement Agreement are directed to perform in accordance with the terms set forth
7 in the Settlement Agreement.

8 6. The Parties are to bear their own costs, except as otherwise provided in the Settlement
9 Agreement.

10 7. For purposes of settlement and effectuating this Judgment, this Court has certified a class
11 of all Participating Class Members defined as follows:

12 All current and former non-exempt individuals employed by Defendants in California, at any time
13 from June 21, 2019 through September 28, 2024.¹ ("Class Period"), who did not Opt-Out
14 (collectively referred to as "Settlement Class").

15 The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

16 8. [Insert #] members of the Settlement Class submitted a timely request for exclusion and
17 no objections by the deadline of January 2, 2025.

18 9. With respect to the Settlement Class and for purposes of approving this Settlement only,
19 this Court finds that the proposed settlement meets the requirements for approval pursuant to CRC Rule
20 3.769 based upon the evidence submitted in connection with the preliminary and final approval motions
21 and the terms set forth in the Settlement Agreement.

22 10. By this Judgment, each of the Participating Class Members and PAGA Employees shall
23 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
24

25 _____
26 ¹ As the total workweeks worked by settlement class members during the class period was greater than 10%
27 of the 40,803 workweeks estimated for purposes of mediation, Rocket Mortgage has exercised its sole discretion
28 pursuant to section 9 of the settlement agreement to cut off the class period as of the date the total workweeks
worked by settlement class members does not exceed 10% of the 40,803 estimate. As a result, the final day of the
class/PAGA/release periods shall be changed from October 13, 2024 (the date of preliminary approval) to
September 28, 2024.

1 relinquished, and discharged all Released Claims, as defined in the Parties' Settlement Agreement, §§ 6-
2 6.3. More specifically:

3 Release by Participating Class Members (Settlement Agreement § 6.2): All Participating Class
4 Members, on behalf of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all
6 claims under state, federal or local law, whether statutory, common law or administrative law,
7 that were alleged, or reasonably could have been alleged, based on the allegations set forth in the
8 operative Complaint in this Action and ascertained in the course of the Action, including without
9 limitation, claims under California Labor Code sections 201-204, 218, 221, 223, 224, 226, 226.2,
10 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2800 et. seq., 2802, 2751, California
11 Industrial Commission Wage Orders, the California Code Regulations, and Business and
12 Professions Code sections 17200, et seq., and including all claims for or related to alleged failure
13 to pay minimum wages, failure to pay overtime wages and double time wages, failure to provide
14 meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate
15 and itemized wage statements, failure to provide timely wages owed during employment and
16 upon separation, failure to reimburse business expenses, and unfair competition, including, but
17 not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest,
18 fees, costs, as well as all other claims and allegations made or which could have been made in the
19 Action based on the facts and allegations pled in the operative Complaint during the Class Period
20 ("Released Class Claims"). Those Participating Class Members who cash, deposit, or otherwise
21 negotiate their Individual Class Payment checks will be deemed to have opted in for purposes of
22 the Fair Labor Standards Act ("FLSA") and to have, thereby, released the Released Parties of all
23 minimum wage and overtime claims which arose from June 21, 2020, through September 28, 2024.
24 In addition, Individual Class Payment checks will contain the following printed notice advising
25 Participating Class Members that they are opting in to the Settlement and releasing their minimum
26 wage and overtime claims under the FLSA by cashing, depositing or otherwise negotiating their
27 Individual Class Payment checks: "BY CASHING THIS CHECK YOU ARE AGREEING TO
28 THE TERMS OF THE SETTLEMENT REACHED IN TOLBERT ET AL. V. ROCKET

1 MORTGAGE, LLC, CASE NO. 24-CIV-00893, AND AGREE TO OPT-IN TO THE
2 SETTLEMENT AND TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS
3 ACT PURSUANT TO THE SETTLEMENT.” Other than the claims identified above,
4 Participating Class Members do not release any other claims, including claims for vested benefits,
5 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
6 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
7 outside the Class Period.

8 Release by PAGA Employees (Settlement Agreement § 6.3): All PAGA Employees (including
9 any Class Members who validly opt out of the Class Settlement), on behalf of themselves and
10 their respective former and present representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns, and the LWDA, release the Released Parties from all claims for civil
12 penalties under PAGA that were alleged, or reasonably could have been alleged, based on the
13 allegations set forth in Plaintiffs’ notices to the LWDA (as described in Paragraphs 2 in the
14 Settlement Agreement), the operative Complaint in this Action and ascertained in the course of
15 the Action, including without limitation, alleged violations of California Labor Code sections
16 200-204, 210, 212, 216, 218.5, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5,
17 256, 432, 432.5, 432.7, 500-508, 510, 512, 515, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1194,
18 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2751, 2800, 2802, 2804, and 2810.5, California
19 Industrial Commission Wage Orders, and the California Code Regulations, and including all
20 claims for or related to alleged failure to pay minimum or straight time wages, failure to pay
21 overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide
22 accurate and itemized wage statements, failure to maintain required records, failure to produce
23 records, failure to reimburse necessary business expenditures, failure to provide timely wages
24 owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a
25 compliant sick pay or paid time off policy, failure to provide written commission agreements,
26 Violations of Labor Code §§ 976, 1198, 1199, and 2751, Violations of Labor Code §§ 500-508
27 and 2810.5, failure to pay for all hours worked at the proper wage rate, unlawful deductions,
28 unlawful financial and criminal background checks, statutory wage violations, standard

conditions of labor violations, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the PAGA Period (“Released PAGA Claims”).

11. By this Judgment and per the Parties’ Settlement Agreement (§ 6.1), Plaintiffs’ release is as follows:

Plaintiffs’ Release (Settlement Agreement § 6.1): In addition to the Released Class Claims and Released PAGA Claims, as described in the Settlement Agreement, and in exchange for the Class Representative Service Payments and Release Payments described in Paragraph 4.2.1 of the Settlement Agreement, each Plaintiff and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which each Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims include, but are not limited to, all of the Released Class Claims, and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Each Plaintiff acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

1 12. For purposes of Plaintiffs' Release, each Plaintiff expressly waives and relinquishes the
2 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

3 *A general release does not extend to claims that the creditor or releasing*
4 *party does not know or suspect to exist in his or her favor at the time of*
5 *executing the release, and that if known by him or her would have materially*
6 *affected his or her settlement with the debtor or Released Party.*

7 13. The only Class Members entitled to payment pursuant to this Judgment are Participating
8 Class Members. Neither the Settlement Agreement nor this Judgment will result in the creation of any
9 unpaid residue or residual.

10 14. Per the Settlement Agreement (§ 5.3.1): The Administrator will issue checks for the
11 Individual Class Payments and Individual PAGA Payments and send them to the Class Members via
12 First Class U.S. Mail, postage repaid. The face of each check shall prominently state the date (one
13 hundred eighty (180) days after the date of mailing) when the check will be voided (the "void date"). The
14 Administrator will send checks for (i) Individual Settlement Payments to all Participating Class Members
15 and (ii) Individual PAGA Payments to all PAGA Employees (including those for whom Class Notice
16 was returned undelivered). The Administrator may send Participating Class Members a single check
17 combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks,
18 the Settlement Administrator must update the recipients' mailing addresses using the National Change
19 of Address Database.

20 15. Per the Settlement Agreement (§ 5.3.2): The Administrator must conduct a Class Member
21 Address Search for all other Class Members whose checks are returned undelivered without United States
22 Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the
23 Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained
24 through the Class Member Address Search. The Administrator need not take further steps to deliver
25 checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
26 promptly send a replacement check to any Class Member whose original check was lost or misplaced,
27 requested by the Class Member prior to the void date.
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1 16. Per the Settlement Agreement (§ 5.3.3): A postcard will be mailed by the Settlement
2 Administrator to all Class Members with checks that remain uncashed ninety (90) days after issuance to
3 notify those Class Members about the upcoming void date.

4 17. Per the Settlement Agreement (§ 5.3.4): The Administrator will cancel all checks not
5 cashed by the void date.

6 18. Per the Court's MPA Order: The Court finds that unpaid cash residue or unclaimed or
7 abandoned class member funds, if any, shall go to *cy pres* recipient(s) pursuant to further order of the
8 Court as necessary and appropriate for the payment, administration, supervision, and accounting of any
9 unpaid cash residue or unclaimed or abandoned class member funds in accordance with Code of Civ.
10 Proc., § 384, subd. (b). If any unpaid cash residue or unclaimed or abandoned class member funds exist
11 after the void date, the Court will make further orders(s) with respect thereto.

12 19. Class Counsel sought an award of attorneys' fees of \$1,575,000.00, litigation expenses of
13 \$166,578.08, enhancement awards and general release funds in the total combined amount of \$55,000.00
14 to Plaintiffs, \$10,500.00 to the settlement administrator, and \$187,500.00 to the LWDA. Defendant does
15 not oppose these requests. The Notice sent to Class Members included information regarding these
16 amounts and that they would be requested in connection with final approval of the Settlement Agreement.
17 Class Members have been given the opportunity to object to these amounts and no objections have been
18 submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel
19 regarding their hourly rates and the amount of time expended in the Action for the benefit of Class
20 Members. The Court finds that the rates requested, and hours expended are reasonable. This finding is
21 further supported by the lack of objection by Class Members to these amounts. The Court finds that these
22 amounts as set forth in the Settlement Agreement are fair and reasonable, and shall be awarded
23 accordingly as set forth herein.

24 20. The Gross Settlement amount of \$4,500,000.00 is approved.

25 21. The following payments, as required by the Settlement Agreement, are approved:

- 26 A) Payments to the Participating Class Members for the full value of their Claim
27 Amount from the Net Settlement Amount and/or PAGA Penalty Payment in
28

accordance with the Settlement Agreement and as calculated by the Claims Administrator;

B) \$1,575,000.00 in attorneys' fees awarded to Class Counsel;

C) \$166,578.08. for attorneys' costs/expenses to be paid to Class Counsel;

i. \$75,913.51 for attorneys' costs/expenses shall be paid to Class Counsel, Nathan & Associates, APC

ii. \$90,664.57 for attorneys' costs/expenses shall be paid to Class Counsel, Righetti Glugoski, P.C.

D) \$10,500.00 to the Settlement Administrator, Phoenix Settlement Administrators

E) \$25,000.00 to Plaintiff Courtney Tolbert (\$10,000.00 for Class Representative Service Award and \$15,000.00 for 1542 Release);

F) \$15,000.00 to Plaintiff D C Snyder (\$7,500.00 for Class Representative Service Award and \$7,500.00 for 1542 Release);

G) \$5,000.00 to Plaintiff Virginia Brew (\$2,500.00 for Class Representative Service Award and \$2,500.00 for 1542 Release);

H) \$5,000.00 to Plaintiff Tony Grosbeier (\$2,500.00 for Class Representative Service Award and \$2,500.00 for 1542 Release);

I) \$5,000.00 to Plaintiff Timothy Mellon (\$2,500.00 for Class Representative Service Award and \$2,500.00 for 1542 Release);

J) \$187,500.00 to the Labor and Workforce Development Agency for PAGA penalties.

22. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of the payroll taxes, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date, as defined in the Settlement Agreement (§ 1.18).

23. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class

1 Counsel Litigation Expenses Payment, and the Class Representative Service Payments and Release
2 Payments. Disbursement of the LWDA Payment, the Individual PAGA Payments, the Administration
3 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
4 and the Class Representative Service Payments and Release Payments shall not precede disbursement of
5 Individual Class Payments.

6 24. Notice of Entry of Judgment per CRC Rule 3.771 shall be provided to the Class Members,
7 by posting the following on the Administrator's case website, including a link to the Judgment:

8 PLEASE TAKE NOTICE that on [insert date], 2025, the Court entered Judgment in the class
9 action entitled VIRGINIA BREW, et al. v. ROCKET MORTGAGE, LLC, et al.; San Mateo County
10 Superior Court Case No. Case No. 24-CIV-00893. You are receiving this notice of entry of
11 judgment because you are a member of the settlement class, whose rights are impacted by this
12 Judgment. The judgment may be viewed at the following link: [Insert website]

13 25. The Final Report (Nonappearance) Hearing is set for _____, 2025. The deadline
14 to file the report concerning the amount of money distributed shall be filed seven (7) days before the
15 Final Report Hearing.

16 26. This document shall constitute a Judgment for purposes of California Rule of
17 Court 3.769(h). Without affecting the finality of this Judgment in any way, the Court reserves exclusive
18 and continuing jurisdiction over the Action, Plaintiffs, the Class Members, and Defendant for the
19 purposes of supervising the implementation, enforcement, construction, administration, and
20 interpretation of the Settlement Agreement and this Judgment.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

24 Hon. Nancy L. Fineman
25 Judge of the Superior Court
26
27
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