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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

MICHAELA LANERE, an individual, on
behalf of herself, and on behalf of all persons
similarly situated, and in her representative
capacity on behalf of the State of California and
fellow Aggrieved Employees,

Plaintiff,

v.

PHH MORTGAGE CORPORATION, a New
Jersey corporation, d/b/a LIBERTY REVERSE
MORTGAGE; LIBERTY HOME EQUITY
SOLUTIONS a California limited liability
company and DOES 1-50, Inclusive,

Defendants.

Case No. 24CV006254

[PROPOSED] JUDGMENT

Date: July 11, 2025

Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept.: 23

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Payment duly came on for hearing on July 11, 2025, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class and PAGA Action Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement
9 only. The Class is defined as "all non-exempt employees who worked for Defendant PHH Mortgage
10 Corporation, d/b/a Liberty Reverse Mortgage and Liberty Home Equity Solutions in California at
11 any time during the Class Period." The Class Period is defined as the period from January 23, 2020
12 through October 28, 2024.

13 2. All persons who meet the foregoing definition are members of the Settlement Class,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class and PAGA Action Settlement and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class and PAGA Action Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Amended Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
22 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 5. As of the date the Defendant fully funds the Gross Settlement Amount, Plaintiff and
25 each Class Member who have not validly opted out have released the "Released Parties" from the
26 "Released Class Claims" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28

1 (a) The “Released Class Claims” are defined as all federal, state and local law
2 claims, rights, demands, liabilities, and causes of action that were or could have reasonably been
3 asserted in the Actions based on the same alleged facts in any complaint filed in the Actions and
4 arising during the Class Period, which includes in any PAGA letters sent by or on behalf of the
5 Aggrieved Employees to the LWDA, including but not limited to claims for (1) unfair competition
6 in violation of California Business & Professions Code § 17200 et seq. arising from the violations
7 released hereinbelow; (2) failure to pay minimum wages in violation of Labor Code sections 1194,
8 1197 and 1197.1; (3) failure to pay overtime wages in violation of Labor Code sections 510, et seq.;
9 (4) failure to provide required meal periods in violation of Labor Code sections 226.7 and 512 and
10 the applicable Industrial Welfare Commission (“IWC”) Wage Order; (5) failure to provide required
11 rest periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order;
12 (6) failure to reimburse employees for required business expenses in violation of Labor Code section
13 2802; (7) failure to provide accurate itemized statements in violation of Labor Code section 226; (8)
14 failure to provide wages when due in violation of Labor Code sections 201, 202 and 203; and (9)
15 failure to correctly calculate the regular rate of pay; and all claims for attorneys’ fees and costs,
16 interests and penalties based on the foregoing. Class Members do not release claims for vested
17 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
18 compensation, and class claims outside the Class Period.

19 (b) The Class Period means the period from January 23, 2020 through October 28,
20 2024.

21 (c) “Released Parties” means Defendants and their current and former parents,
22 subsidiaries, affiliated or related entities (including any companies, corporations, partnerships, alter
23 egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present
24 and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries,
25 representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a
26 company/corporation and/or partnership that is, directly or indirectly, under common control with
27 that Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors,
28 successors, insurers, and consultants.

1 7. As of the date the Defendant fully funds the Gross Settlement Amount, the Plaintiff,
2 the Labor and Workforce Development Agency (“LWDA”), and the State of California, have
3 released the Released Parties from the “Released PAGA Claims” for the “PAGA Period” as set forth
4 in the Agreement. As a result of this release, the Aggrieved Employees shall be precluded from
5 bringing claims against Defendant for the Released PAGA Claims.

6 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

7 (a) “Aggrieved Employee” is defined as all non-exempt who worked for Defendant
8 during the period beginning January 23, 2023 through October 28, 2024.

9 (b) The “Released PAGA Claims” are defined as all PAGA claims that were or
10 could have reasonably been asserted in the Actions and arising during the PAGA Period based on
11 the same alleged facts in any complaint filed in the Actions and in any PAGA letter sent by or on
12 behalf of the Aggrieved Employees to the LWDA, including but not limited to claims for civil
13 penalties for violations of the California Labor Code for (1) failure to pay minimum wages in
14 violation of Labor Code sections 1194, 1197 and 1197.1; (2) failure to pay overtime wages in
15 violation of Labor Code sections 510, et seq.; (3) failure to provide required meal periods in
16 violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (4) failure to
17 provide required rest periods in violation of Labor Code sections 226.7 and 512 and the applicable
18 IWC Wage Order; (5) failure to reimburse employees for required business expenses in violation of
19 Labor Code section 2802; (6) failure to provide accurate itemized statements in violation of Labor
20 Code section 226; (7) failure to provide wages when due in violation of Labor Code sections 201,
21 202 and 203; (8) failure to timely pay wages during employment in violation of Labor Code section
22 204; (9) failure to provide sick leave in violation of Labor Code section 246; (10) failure to maintain
23 true and accurate records; (11) failure to correctly calculate the regular rate of pay; and (12) for
24 making unlawful deductions in violation of Labor Code section 221; and all claims for attorneys’
25 fees and costs, interests and penalties based on the foregoing. Aggrieved Employees do not release
26 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
27 security, workers’ compensation, and PAGA claims outside the PAGA Period.

1 (c) The PAGA Period means the period of January 23, 2023 through October 28,
2 2024.

3 9. This Court hereby grants final approval and awards the following: (i) Three Hundred
4 Twelve Thousand Six Hundred Seventy-Four Dollars and Ten Cents (\$312,674.10) for the Class
5 Counsel Award comprised of one-third of the Gross Settlement Amount, or Two Hundred Ninety-
6 One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$291,666.67), and actually
7 incurred expenses in the amount of Nineteen Thousand and Seven Dollars and Forty-Three Cents
8 (\$19,007.43); (ii) the Class Representative Service Payment to Plaintiff in the amount of Ten
9 Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) the Settlement
10 Administration Costs of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Apex Class Action
11 LLC ("Settlement Administration Costs"); and (iv) Thirty Thousand Dollars and Zero Cents
12 (\$30,000) (75% of the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA
13 Payment"); and (v) Ten Thousand Dollars and Zero Cents (\$10,000) (25% of the PAGA Payment)
14 allocated to the Aggrieved Employees for the Aggrieved Employee Payments.

15 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
16 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
17 section 2699(1)(3).

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

20
21 DATED: _____, 2025
22
23

24 _____
25 Hon. Jill H. Talley
26 Judge, Superior Court for the State of California,
27 County of Sacramento
28