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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

**SECOND AMENDED ~~PROPOSED~~**  
**JUDGMENT**

Date: March 20, 2026  
 Time: 9:00 a.m.

Judge: Hon. Jill H. Talley  
 Dept.: 23

**FILED**  
 Superior Court of California  
 County of Sacramento  
**04/15/2026**  
 T. Shaddix, Deputy

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement  
2 Agreement ("Agreement") and Motion for Class Counsel Award and Class Representative Service  
3 Payment duly came on for hearing on February 20, 2026, before the above-entitled Court. The  
4 parties having settled this action and the Court having entered an Order Granting Motion for Final  
5 Approval of Class and PAGA Action Settlement and good cause appearing therefore,

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

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement  
8 only. The Class is defined as "all current and former non-exempt employees of Defendants PHH  
9 Mortgage Corporation and Liberty Home Equity Solutions, Inc. ("Defendants") employed in  
10 California who performed work in California during the Class Period." The Class Period is defined  
11 as the period from January 23, 2020 through October 28, 2024.

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

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

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

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

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

27 (a) The "Released Class Claims" are defined as all federal, state and local law  
28 claims, rights, demands, liabilities, and causes of action that were or could have reasonably been

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

17 (b) The Class Period means the period from January 23, 2020 through October 28,  
18 2024.

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

27 7. As of the date the Defendant fully funds the Gross Settlement Amount, the Plaintiff,  
28 the Labor and Workforce Development Agency (“LWDA”), and the State of California, have

1 released the Released Parties from the “Released PAGA Claims” for the “PAGA Period” as set forth  
2 in the Agreement. As a result of this release, the Aggrieved Employees shall be precluded from  
3 bringing claims against Defendant for the Released PAGA Claims.

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

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

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

26 (c) The PAGA Period means the period of January 23, 2023 through October 28,  
27 2024.

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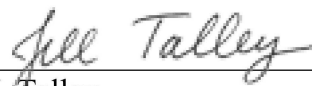
1           9.       This Court hereby grants final approval and awards the following: (i) Three Hundred  
2 Twelve Thousand Four Hundred Forty-Five Dollars and Eight Cents (\$312,445.08) for the Class  
3 Counsel Award comprised of one-third of the Gross Settlement Amount, or Two Hundred Ninety-  
4 One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$291,666.67), and actually  
5 incurred expenses in the amount of Twenty Thousand Seven Hundred Seventy-Eight Dollars and  
6 Forty-One Cents (\$20,778.41); (ii) the Class Representative Service Payment to Plaintiff in the  
7 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release;  
8 (iii) the Settlement Administration Costs of Six Thousand Nine Hundred Ninety Dollars and Zero  
9 Cents (\$6,990.00) to Apex Class Action LLC ("Settlement Administration Costs"); and (iv) Thirty  
10 Thousand Dollars and Zero Cents (\$30,000) (75% of the PAGA Payment) to the Labor and  
11 Workforce Development Agency ("LWDA Payment"); and (v) Ten Thousand Dollars and Zero  
12 Cents (\$10,000) (25% of the PAGA Payment) allocated to the Aggrieved Employees for the  
13 Aggrieved Employee Payments.

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

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

19  
20 DATED: 04/15/2026



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