

1 Shaun Setareh (Cal. State Bar No. 204514)  
shaun@setarehlaw.com  
2 Thomas Segal (Cal. State Bar No. 222791)  
thomas@setarehlaw.com  
3 Farrah Grant (Cal. State Bar No. 293898)  
farrah@setarehlaw.com  
4 SETAREH LAW GROUP  
420 N. Camden Drive, Suite 100  
5 Beverly Hills, California 90210  
Telephone (310) 888-7771  
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff  
ROBERT W. AHLSTROM  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 ROBERT W. AHLSTROM, on behalf of himself,  
12 all others similarly situated,

13 Plaintiff,

14 v.

15 DHI MORTGAGE COMPANY LTD. L.P., a  
16 Texas limited partnership; and DOES 1 through  
50, inclusive,,

17 Defendants.  
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Case No. 5:19-cv-03435-BLF

**CLASS ACTION**

**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, ATTORNEYS' FEES,  
REIMBURSEMENT OF LITIGATION COSTS,  
AND ENHANCEMENT AWARD AND  
ENTERING JUDGMENT**

Date: January 16, 2025  
Time: 9:00 a.m.  
Place: Courtroom 3

On January 16, 2025, a hearing was held on Plaintiff THE ESTATE OF ROBERT AHLSTROM THROUGH KIANNA AHLSTROM's Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Reimbursement of Litigation Costs, and Enhancement Award.

Plaintiff and Defendant DHI MORTGAGE COMPANY LTD. L.P. ("DHI" or "Defendant") (collectively, the "Parties") have submitted their proposed class action settlement (the "Settlement") (ECF No. 81.1, Exh. A) and the Amendment to the Class Action Settlement Agreement (ECF No. 88, Exh. A), which this Court preliminarily approved by its order entered on July 30, 2024. In accordance with the Order Granting Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order", Dkt. 90), Class Members have been given notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and at the final approval hearing on January 16, 2025, the Court grants final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The Court confirms certification, for settlement purposes only, of the Classes as follows:
  - a. "all DHI California non-exempt employees who worked as mortgage loan officer, loan originators, licensed loan originator assistants, and unlicensed loan originator assistants from March 27, 2015 through the date of preliminary approval." (Agreement, ¶ 7(c).)
  - b. The PAGA Group is "all DHI non-exempt employees who worked as mortgage loan officer, loan originators, licensed loan originator assistants, and unlicensed loan originator assistants in California from August 4, 2016 through the date of the trial court judgment date (i.e. November 2021)." (Agreement, ¶ 7(d).)
  - c. The Collective members in the Class Action are "all DHI California non-exempt employees who worked as mortgage loan officers, loan originators, licensed loan originator assistants, and unlicensed loan originator assistants from March 27, 2016 through the date of conditional approval." (Agreement, ¶ 7(f).)

2. Pursuant to the Preliminary Approval Order, a Class Notice was sent to each Class Member by first-class U.S. mail. These papers informed Class Members of the terms of the Settlement, their right to receive a Settlement Share, their right to object to the Settlement or to elect not to participate in the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the final approval hearing and be heard regarding approval of the Settlement. Adequate periods of time were

1 provided by each of these procedures. Zero Class Members filed written objections to the proposed  
2 Settlement during this notice period or stated an intention to appear at the final approval hearing. The  
3 Court finds and determines that this notice procedure afforded adequate protections to Class Members and  
4 provides the basis for the Court to make an informed decision regarding approval of the Settlement based  
5 on the responses of Class Members. The Court finds and determines that the notice provided in this case  
6 was the best notice practicable and satisfied the requirements of law and due process.

7 3. No individuals have submitted a opt-out request.

8 4. For the reasons stated in the Preliminary Approval Order, the Court finds and determines  
9 that the proposed Class, as defined in the definitions section of the Settlement and conditionally certified  
10 by the Preliminary Approval Order, meets all of the legal requirements for class certification, and it is  
11 hereby ordered that the Class is finally approved and certified as a class for purposes of the Settlement.

12 5. The Court further finds and determines that the terms of the Settlement are fair, reasonable  
13 and adequate to the Class and to each Class Member and that the Class Members who did not timely  
14 submit valid elections not to participate in the Settlement will be bound by the Settlement in accordance  
15 with the Settlement and the Preliminary Approval Order, that the Settlement is ordered finally approved,  
16 and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.  
17 All Participating Class Members, including Plaintiff, are bound by this Order and Judgment and by the  
18 terms of the Settlement, including the releases provided for in the Agreement. As of the Settlement Date,  
19 by operation of this Order and Judgment, each Participating Class Member, including Plaintiff, shall be  
20 deemed to have fully released, waived, relinquished, and discharged, to the fullest extent permitted by  
21 law, all Released Claims that he or she may have against the Released Parties.

22 6. The Court finds and determines that the Settlement Shares to be paid to the Class Members  
23 Collective Members and PAGA Group Members, as provided for by the Settlement, are fair and  
24 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made  
25 to the Class Members and PAGA Group Members out of the Gross Settlement Amount in accordance  
26 with the Settlement.

27 7. The Court finds and determines that the fees and expenses in administrating the Settlement,  
28 in the amount of **\$3,500**, are fair and reasonable. The Court hereby gives final approval to and orders that

1 amount be paid out of the Gross Settlement Amount in accordance with the Settlement.

2 8. The Court finds that Setareh Law Group's ("Class Counsel") application for Class Counsel  
3 fees and reimbursement of litigation costs is fair, adequate, and reasonable, and orders that fees in the  
4 amount of one-third of the Gross Settlement Amount, which is **\$100,000**, and costs in the amount of  
5 **\$17,858.29** be paid to Class Counsel in accordance with the terms of the Settlement.

6 9. In addition to any recovery Plaintiff may receive under the Settlement as Settlement Class  
7 Members and/or PAGA Group Members, and in recognition of Plaintiff's efforts on behalf of the Class,  
8 the Court hereby approves and orders the payment of an enhancement award of **\$5,000** to Plaintiff the  
9 Estate of Robert W. Ahlstrom through Kianna Ahlstrom.

10 10. The Court finds and determines the \$20,000 allocated for PAGA penalties to be fair and  
11 reasonable and approves the Settlement pursuant to California Labor Code Section 2699(l). The Court  
12 orders payment of PAGA penalties in the amount of \$15,000 to the California Labor and Workforce  
13 Development Agency ("LWDA") representing the LWDA's 75% share of the \$20,000 allocated to PAGA  
14 penalties and payment of the remaining 25% to PAGA Group Members as provided for in the Settlement.

15 11. PAGA Group Members will be bound by the PAGA Release whether or not they request  
16 exclusion from the Settlement.

17 12. Without affecting the finality of this order in any way, the Court retains jurisdiction of all  
18 matters relating to the interpretation, administration, implementation, effectuation and enforcement of this  
19 order and the Settlement.

20 13. Nothing in this order will preclude any action to enforce the Parties' obligations under the  
21 Settlement or under this order, including the requirement that Defendant make payments to the Class  
22 Members in accordance with the Settlement.

23 14. If a Class Member has not cashed his or her check(s) within 180 days of issuance, the funds  
24 representing the "uncashed checks" shall be transmitted by the Administrator to the cy pres non-profit  
25 California State Bar Justice Gap Fund.

26 15. Upon completion of administration of the Settlement, the Settlement Administrator will  
27 provide written certification of such completion to the Court and counsel for the Parties.

28 16. The Parties are hereby ordered to comply with the terms of the Settlement.

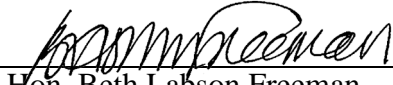
1           17.     The Court hereby enters final judgment in accordance with the terms of the Settlement, the  
2 Preliminary Approval Order filed on July 30, 2024, and this order.

3           18.     This document will constitute a final judgment (and a separate document constituting the  
4 judgment) for purposes of Rule 58, Federal Rules of Civil Procedure.

5           The Parties will bear their own costs and attorneys' fees except as otherwise provided by this order.

6           IT IS SO ORDERED.

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8           Dated:   January 16, 2025

  
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Hon. Beth Labson Freeman  
United States District Judge