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on behalf of herself and all others similarly situated
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SONOMA**

16 SHANNA JIMENEZ, on behalf of herself
and all others similarly situated,

17 Plaintiffs,

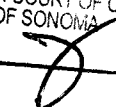
18 v.

19 SOFI LENDING CORP., a California
corporation; and Does 1 to 10, inclusive,

20 Defendants.
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FILED

OCT 17 2025

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
BY  DEPUTY CLERK

) **CLASS ACTION**

) Case No. 24CV02457

) **~~PROPOSED~~ ORDER GRANTING**
) **PLAINTIFF'S MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**

) **Preliminary Approval Hearing:**

) Date: October 17, 2025

) Time: 8:30 a.m.

) Dept: 18

) Honorable Kenneth G. English
) Department 18

) Action filed: April 16, 2024
) Trial date: None Set

1 **~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL**

2 On October 17, 2025, the Court conducted a hearing on the unopposed
3 Motion for Preliminary Approval of Class Action and PAGA Settlement filed by named Plaintiff
4 Shanna Jimenez on behalf of herself and all others similarly situated ("Plaintiff"). The Court has
5 reviewed and considered the Memorandum of Points and Authorities in support of the Motion,
6 the Declarations of Counsel and the exhibits in support of the Motion, including the Class Action
7 and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") between Plaintiff
8 and Defendant Sofi Lending Corp. and SoFi Bank, N.A. ("Defendant"). (Plaintiff and Defendant
9 shall be referred to collectively as the "Parties").

10 This Order hereby incorporates by reference the definitions in the Settlement Agreement
11 as though fully set forth herein, and all terms used herein shall have the same meaning as set
12 forth in the Settlement Agreement.

13 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
14 **MAKES THE FOLLOWING FINDINGS:**

15 1. The Court finds on a preliminary basis that the proposed Settlement falls within
16 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
17 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
18 the requirements for preliminary approval, subject only to any objections that may be raised
19 before or at the Final Approval Hearing. It appears to the Court that the Settlement's terms are
20 fair, adequate, and reasonable as to all potential Class Members when balanced against the
21 probable outcome of further litigation, given the risks relating to liability and damages. It further
22 appears that extensive investigation and research have been conducted such that counsel for the
23 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
24 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,
25 as well as the delay and risks that would be presented by the further prosecution of the Action. It
26 appears the Settlement has been reached as a result of intensive, arm's-length negotiations
27 utilizing an experienced third-party neutral.

28 2. The Court further finds, for settlement purposes only, that the requirements of

1 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
2 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
3 described in the Motion for Preliminary Approval and Settlement Agreement:

4 All persons employed by Defendant (defined as SoFi Lending Corp. and/or its affiliate
5 SoFi Bank, N.A.) in California as non-exempt employees during the Class Period (defined as
6 October 31, 2019, through December 12, 2024).

7 It shall be an opt-out class.

8 3. The Court further finds that the moving papers presented for the Court's review
9 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
10 options available to the Class, including the ability of the Class Members to opt-out or submit a
11 Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or
12 receive any Individual Class Payment under it (except to the extent a Class Member is an
13 Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an
14 Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object
15 to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be
16 bound by the terms of the Settlement. Plaintiff has submitted to the Court a proposed Class
17 Notice.

18 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

19 1. The Court hereby preliminarily approves the proposed settlement upon the terms,
20 conditions, and all release language set forth in the Settlement Agreement.

21 2. The Court conditionally certifies and approves, for settlement purposes only, the
22 Class of all persons employed by Defendant in California as non-exempt employees during the
23 settlement Class Period (defined as October 31, 2019, through December 12, 2024) as described
24 in the parties' Settlement Agreement.

25 3. For the purposes of this settlement, Emil Davtyan, Esq., Gregg Lander, Esq.,
26 Vanessa Ruggles, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. ("Class
27 Counsel") are hereby appointed as Class Counsel and shall represent the Class Members in this
28 Action. Any Class Member may enter an appearance in the Action, at their own expense, either

1 individually or through counsel of their own choice; however, if they do not enter an appearance,
2 they will be represented by Class Counsel.

3 4. For the purposes of this settlement, Plaintiff Shanna Jimenez is hereby appointed
4 as the Class Representative for the Class.

5 5. The Court confirms ILYM Group, Inc., as the Settlement Administrator. The
6 procedures for paying the Administration Expenses Payment, as set forth in the Settlement
7 Agreement, are approved. ILYM Group, Inc., is directed to perform all responsibilities of the
8 Settlement Administrator as set forth in the Settlement Agreement. Once entered, ILYM Group,
9 Inc., will also post the Judgment in this matter on its website.

10 6. The Court hereby approves, as to form and content, the Class Notice attached as
11 **Exhibit A** to the Settlement Agreement (the "Notice"). The Court finds that the dates and
12 procedure for mailing and distributing the Notice in the manner set forth in Paragraph 7 of this
13 Order meet the requirements of due process and are the best notice practicable under the
14 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

15 7. The Court directs the mailing of the Court-approved Notice via First-Class
16 United States mail to the Class Members in accordance with the schedule and procedures set
17 forth in the Settlement Agreement.

- 18 a. Within fifteen (15) calendar days of the date of preliminary approval of this
19 Settlement, Defendant shall provide to the Administrator the Class Data; and
20 b. Within fifteen (15) calendar days of receiving the Class Data from
21 Defendant, the Administrator shall mail by First-Class United States mail the
22 Notice to each Class Member. The Administrator shall conduct a National
23 Change of Address database search before mailing and will also use the most
24 recent address available to the Administrator for mail delivery. Any returned
25 mail with a forwarding address from the U.S. Postal Service shall be
26 promptly re-mailed to the new address. The Administrator shall perform a
27 skip trace search for a new address for any returned mail without a
28 forwarding address.

1 8. The procedures for Class Members to opt-out by submitting a Request for
2 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. The time for
3 Class Members to submit a Request for Exclusion shall be forty-five (45) days after the date of
4 the first mailing of the Notices. This date shall be extended by fourteen (14) calendar days if the
5 Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
6 Class Member.

7 9. The procedures for Class Members to object to the Settlement, as set forth in the
8 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
9 Settlement shall be forty-five (45) days after the date of the first mailing of the Notices. This
10 date shall be extended by fourteen (14) calendar days if the Notice is returned as undeliverable
11 and then remailed to a correct or forwarding address of a Class Member. Class Members may
12 appear at the Final Approval Hearing, on their own or through a counsel retained at their
13 expense, to present their objection, whether or not they submitted a prior written objection as
14 provided in the Settlement Agreement.

15 10. The procedures for Class Members to dispute the number of Workweeks worked,
16 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
17 to submit a Workweek dispute shall be forty-five (45) days after the date of the first mailing of
18 the Notices. This date shall be extended by fourteen (14) calendar days if the Notice is returned
19 as undeliverable and then remailed to a correct or forwarding address of a Class Member.

20 11. The Court hereby preliminarily approves the definition and disposition of the
21 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court
22 preliminarily approves the distribution of the Gross Settlement Amount; all subject to the
23 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the
24 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement
25 Amount in the total amount of \$520,000 plus the employer's share of payroll taxes due as a
26 result of this Settlement.

27 12. A Final Approval Hearing (the "Hearing") shall be held on April 10, 2026,
28 at 8:30 a.m./p.m. before the Honorable Kenneth G. English in Department 18 of the Sonoma

1 County Superior Court. The purpose of such Hearing will be to: (a) determine whether the
2 proposed Settlement should be finally approved by the Court as fair, reasonable and adequate;
3 (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and
4 amount to be awarded; (c) determine the reasonableness of the Class Representative's Service
5 Payment requested for the Class Representative and amount to be awarded; and (d) order entry
6 of Judgment in the Class Action, which shall constitute a complete release and bar with respect
7 to the Released Class Claims and Released PAGA Claims.

8 13. Class Counsel shall file and serve all papers in support of the Motion for Final
9 Approval and any application for reimbursement of attorneys' fees and costs, including any
10 costs associated with or incurred by the Administrator, at least sixteen (16) court days before the
11 Final Approval hearing.

12 14. The Court reserves the right to continue the date of the Final Approval Hearing
13 without further notice to the Class Members and retains jurisdiction to consider all further
14 applications arising out of or connected with the proposed Settlement. However, Class Counsel
15 or the Administrator will give notice to any objecting party of any continuance of the Final
16 Approval Hearing.

17 15. All further proceedings in this Action shall be stayed except such proceedings
18 necessary to review, approve, and implement this Settlement.

19 16. In the event: (i) the Court does not finally approve the Settlement as
20 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
21 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
22 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
23 Settlement does not become final for any other reason, the Settlement and any related Class
24 shall be null and void and any order or judgment entered by this Court in furtherance of the
25 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
26 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
27 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
28 in all respects as if no Class had been certified and the Settlement Agreement had not been

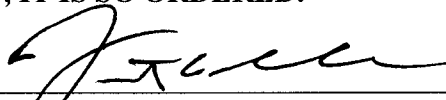
1 executed.

2 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
3 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
4 with the negotiation, execution or implementation of the Settlement, shall be admissible in
5 evidence for any reason except as provided in the Settlement Agreement. The Court has made
6 no findings on the merits, and the Defendant has denied the allegations in the operative
7 complaint.

8 18. The Court hereby approves the PAGA Penalties portion of the settlement.

9 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

10 Dated: October 17, 2025

11 
12 Honorable Kenneth G. English
13 Judge of the Superior Court
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PROOF OF SERVICE BY MAIL OR ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Avenue, Santa Rosa, CA 95403; that I am not a party to this cause; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the following document: *Order Granting Preliminary Approval of Class Action and PAGA Settlement* in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices or I electronically served by email to the person and electronic service email address listed below.

Date: October 29, 2025

Robert Oliver,
Clerk of the Court

By: Jennifer Ellis
Jennifer Ellis, Deputy Clerk

ELECTRONIC SERVICE ADDRESSES

EMIL DAVTYAN
D.LAW INC

- emil@d.law