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Superior Court of California
County of Los Angeles

03/17/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BARRY WILLNER and STEVE LASCANO,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

GOLDEN EMPIRE MORTGAGE, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 19STCV16055

*Assigned for all purposes to
Hon. Lawrence P. Riff, Dept. 7*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 10, 2023

Time: 11:00 a.m.

Dept: 7

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiffs Barry Willner and Steve Lascano (“Plaintiffs”), individually and
4 on behalf of all others similarly situated and on behalf of the general public have applied to this
5 Court for an order preliminarily approving the settlement of the Action in accordance with the
6 Class Action and PAGA Settlement Agreement (the “Settlement” or “Agreement”) entered into
7 by Plaintiffs and Defendant Golden Empire Mortgage, Inc. (“Defendant”) which sets forth the
8 terms and conditions for a proposed settlement upon the terms and conditions set forth therein
9 (Plaintiff and Defendants shall be collectively referred to herein as the “Parties”); and

10 WHEREAS, the Court has read and considered Plaintiffs’ Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit 1 to the Declaration of Fawn F. Bekam in Support of Plaintiff’s Motion for Preliminary
16 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
17 this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
5 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
6 qualified to serve as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
8 conditionally certifies the class for settlement purposes only. The Class is defined as all individuals
9 who worked for Defendant in California in the position of loan originator outside sales (also
10 known as loan officer and/or mortgage loan originator), sales manager, producing branch
11 manager, assistant branch manager, loan production manager, or production partner who were
12 classified as exempt from overtime and paid at least in part on a commission basis from May 8,
13 2015 through November 9, 2022

14 5. Plaintiffs Barry Willner and Steve Lascano are hereby preliminarily appointed and
15 designated, for all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC
16 and Lebe Law, APC are hereby preliminarily appointed and designated as counsel for the Class
17 ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect
18 to all acts or consents required by, or which may be given pursuant to, the Settlement, and such
19 other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an
20 appearance either personally or through counsel of such individual's own choosing and at such
21 individual's own expense. Any Class Member who does not enter an appearance or appear on his
22 or her own will be represented by Class Counsel.

23 6. Should, for whatever reason, the Settlement not become final, the fact that the
24 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
25 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
26 a non-settlement context.

1 7. The Court hereby preliminarily approves the definition and disposition of the Gross
2 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
3 subject to modification at final approval.

4 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
5 third of the Gross Settlement Amount, Class Counsel litigation expenses not to exceed \$25,000.00,
6 an Incentive Award up to \$15,000.00 to Plaintiff Barry Willner and \$7,500 to Plaintiff Steve
7 Lascano, payment in PAGA penalties in the amount of \$30,000.00, and costs of administration not
8 to exceed \$8,850.00, subject to final approval.

9 9. The Court hereby approves, as to form and content, the Class Notice, to be
10 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
11 the manner and form set forth in the Settlement and this Order, meets the requirements of due
12 process, is the best notice practicable under the circumstances, and shall constitute due and
13 sufficient notice to all persons entitled thereto.

14 10. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator and
15 hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the
16 Class Notice using the procedures set forth in the Settlement Agreement. Class Members who wish
17 to participate in the settlement provided for by the Settlement Agreement do not need to respond to
18 the Class Notice.

19 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
20 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
21 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
22 to \$8,850.00 as provided in the Settlement.

23 12. Any Class Member may choose to opt-out of and be excluded from the Class as
24 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
25 Class will not be entitled to any recovery under the Settlement and will not be bound by the
26 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
27 requested exclusion/opted-out shall be Participating Class Members and bound by all
28 determinations of the Court, the Settlement, and the Final Judgment.

1 13. A Final Fairness and Approval Hearing shall be held before this Court on ~~DATE~~
2 July 7, 2023 at 10:00 a.m.
3 at ~~TIME~~ in Department 7 of the Superior Court for the State of California, County of Los
4 Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. All papers in support of final
5 approval and related awards for fees, costs, and Plaintiffs' incentive award must be filed and served
6 at least 16 court days before the final approval hearing.

7 14. Any Participating Class Member must object to the Settlement by following the
8 instructions for submitting written objections that are set forth in the Settlement Agreement and
9 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
10 final authority with respect to the consideration and admissibility of any objections. Any
11 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

12 15. The Settlement is not a concession or admission, and shall not be used against the
13 Released Parties, as an admission or indication with respect to any claim of any fault or omission
14 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
15 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
16 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
17 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
18 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
19 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

20 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
21 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
22 are hereby stayed.

23 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
24 of the Class Members for all matters relating to this Action, and this Settlement, including
25 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
26 enforcement of this Settlement and this Order.

27 18. The Court reserves the right to adjourn or continue the date of any hearing and all
28 dates provided for in the Settlement without further notice to Class Members, and retains

1 jurisdiction to consider all further applications arising out of or connected with the proposed
2 Settlement.



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is written over a horizontal line.

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4 DATED: 03/17/2023

Lawrence P. Riff/Judge

5 Lawrence P. Riff

6 JUDGE OF THE SUPERIOR COURT
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