

APR 30 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: CEH DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

- Unlimited Civil -

JOSHUA LOUKA, TAURA PERRY, BOB
HOOKS, on behalf of themselves and all
similarly situated persons, and the general public,

Plaintiffs,

vs.

NATIONS DIRECT MORTGAGE, LLC, a
California limited liability company; and DOES
1 through 25, inclusive,

Defendants.

Case No.: 30-2019-01042277

CLASS ACTION

~~PROPOSED~~ ORDER ON PLAINTIFFS'
MOTION: (1) PROVISIONALLY
CERTIFYING SETTLEMENT CLASS; (2)
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT; (3) DIRECTING
DISTRIBUTION OF NOTICE OF
SETTLEMENT TO THE CLASS; (4)
SETTING A HEARING FOR FINAL
APPROVAL OF CLASS SETTLEMENT

Dept: CX104
Hon. William Claster

1 The Court has considered Plaintiffs' Joshua Louka, Taura Perry, and Bob Hooks' unopposed
2 Motion for an Order Preliminarily Approving Class Action Settlement, Provisionally Certifying a Class
3 for Settlement Purposes Only, Directing Distribution of Notice to the Class, Appointing Class Counsel,
4 Appointing the Claims Administrator, and Scheduling a Final Approval Hearing ("Motion for
5 Preliminary Approval of Class Action Settlement"), the supporting Points and Authorities, the
6 Declaration(s) of Reuben D. Nathan and Sean Hartranft, the parties' Stipulated Settlement Agreement
7 and Release of Claims and amendments thereto ("Stipulated Settlement Agreement"), and the Notice of
8 Class Action Settlement ("Notice"), and all other papers filed in this action. The matter having been
9 submitted and good cause appearing therefore, THE COURT HEREBY MAKES THE FOLLOWING
10 DETERMINATIONS AND ORDERS:

11 1. The Court finds, on a preliminary basis, that the Stipulated Settlement Agreement and
12 Release of Claims ("Stipulated Settlement Agreement"), incorporated in full by this reference and made
13 a part of this Order of Preliminary Approval, appears to be for an amount that is within the range of
14 reasonableness of a settlement which ultimately could be given final approval by this Court at the Final
15 Approval Hearing, and merits submission to potential Class Members for consideration, subject only to
16 any objections of Class Members and the final review by the Court. Defendant Nations Direct
17 Mortgage, LLC. ("Defendant") has agreed to pay the Total Settlement Amount of Eight Hundred
18 Thousand Dollars and No Cents (\$800,000.00) to the Class, the Representative Plaintiffs, Class Counsel,
19 the Settlement Administrator, and the California Labor & Workforce Development Agency, in full
20 satisfaction of the claims as more specifically described in the Stipulated Settlement Agreement.

21 2. For purposes of, and solely in connection with, the settlement, the Court finds, on a
22 preliminary basis, that each of the requirements for certification of the class set forth in Plaintiffs'
23 unopposed Motion for Preliminary Approval of Class Action Settlement are met.

24 3. The Court finds, on a preliminary basis, that Plaintiffs, Joshua Louka, Taura Perry, and
25 Bob Hooks, and Plaintiffs' attorneys have fairly represented and protected the interests of the Class.

26 4. It further appears to the Court that ILYM Group, Inc. is qualified to serve as the
27 settlement administrator for purposes of this settlement.

1 5. The Court finds that the Notice advises of the pendency of the Class Action and of the
2 proposed settlement, of preliminary Court approval of the proposed settlement, procedures and timing
3 for requests for exclusion, objection timing and procedures, and of the Final Approval Hearing. These
4 documents fairly and adequately advise Class Members of the terms of the proposed settlement and the
5 benefits available to Class Members thereunder, as well as their right to opt-out and procedures for
6 doing so, and of the right of Class Members to file documentation in opposition to the proposed
7 settlement, and their right to appear at the Final Approval Hearing; the Court further finds that the
8 Notice constitutes the best notice practicable under the circumstances to the Settlement Class, satisfies
9 the requirements of California Code of Civil Procedure and all constitutional requirements, including
10 those of due process, and shall constitute due and sufficient notice to all persons entitled thereto.

11 ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR ORDER OF
12 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED,
13 PURSUANT TO THE TERMS AND CONDITIONS CONTAINED IN THE STIPULATED
14 SETTLEMENT AGREEMENT AND ACCORDINGLY, IT IS HEREBY ORDERED AS FOLLOWS:

15 6. Pursuant to California Labor Code § 2699(l), the Court approves the settlement of the
16 representative action filed by Plaintiffs pursuant to the Private Attorney General Act (“PAGA”).

17 7. For purposes of, and solely in connection with, the settlement, the Court hereby
18 conditionally certifies the following Settlement Class:

19 All current and former non-exempt employees who were employed by Defendant
20 in the State of California at any time from January 4, 2015 through September 1,
21 2020, excepting only (a) current or former employees who previously settled or
22 released claims covered by this settlement, and (b) any person who previously
23 was paid or received awards through civil or administrative actions for all of the
24 claims covered by this settlement.

25 8. The Court hereby preliminarily appoints Reuben D. Nathan of Nathan & Associates,
26 APC as counsel for the Settlement Class.

27 9. The Court hereby preliminary appoints Plaintiffs, Joshua Louka, Taura Perry, and Bob
28 Hooks as Representative Plaintiffs to represent of the Settlement Class;

 10. The Court hereby appoints ILYM Group, Inc. as the Claims Administrator of the

1 settlement.

2 11. The Court approves, as to form and content, for dissemination and distribution to Class
3 Members, the proposed Notice of Proposed Class Action Settlement (“Class Notice”) attached as
4 Exhibit 2 to the Declaration of Reuben Nathan in support of Plaintiffs’ Motion for Preliminary Approval
5 of Class Action Settlement.

6 12. The Court approves the following dates to govern for purposes of this Settlement:

Deadline	Activity
5 days following entry of Preliminary Approval Order	Claims Administrator shall create and maintain a website that provides information containing the Agreement, including, a copy of the First Amended Complaint, Preliminary Approval Order, Notices, the deadlines established for Objection and Opt-out, and the Final Fairness and Approval Hearing. The Claims Administrator will discontinue operation of the website immediately after approval of Final Approval.
14 days following entry of Preliminary Approval Order	Defendants shall provide to the Claims Administrator a confidential list(s) in Excel spreadsheet format containing the name and last known address, telephone number, and social security number of each Class Member.
7 days after receipt of Class Member information from Defendants	Claims Administrator shall mail the Class Notice to all Class Members via first-class mail. With respect to each Class Notice that is returned as undeliverable, the Claims Administrator shall promptly attempt to determine a correct address using additional skip trace services, and shall promptly re-send the Class Notice via first-class mail to any new address thereby determined within seven (7) calendar days of receiving the notice that the Class Notice was undeliverable.
60 days after initial mailing of Class Notice to Class Members	Deadline for Class Members to postmark Requests for Exclusion. For Notices re-mailed by the Claims Administrator the written request for exclusion must be postmarked by no later than sixty (60) calendar days of the initial mailing of the Class Notice or fifteen (15) calendar days of the re-mailing, whichever is later.
60 days after initial mailing of Class Notice to Class Members	Deadline for Class Members to file with the Court and serve on Class Counsel and Defense Counsel written Objections to Settlement, including written statements of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. For Notices re-mailed by the Claims Administrator the written Objections to Settlement must be filed and served no later than sixty (60) calendar days of the initial mailing of the Class Notice or twenty-one (21) calendar days of the re-mailing, whichever is later. Any Objecting Class Member may object at the Final Fairness and Approval Hearing – and will be heard in Court at the Final Fairness and Approval Hearing -- whether or not s/he has filed a written objection.
14 calendar days after	Defendants shall notify Class Counsel and the Court whether they are

Deadline	Activity
Claims Administrator notifies Parties of final total of valid Requests for Exclusion received by the Claims Administrator	exercising their right to void the settlement as described in section 4.03.e of the Stipulated Settlement Agreement.
20 days before Final Fairness and Approval Hearing	Claims Administrator to provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the number of valid opt-outs that the Claims Administrator received.
16 days before Final Fairness and Approval Hearing	Estimated date for Class Counsel to file Motion for Final Approval of Class Action Settlement.
10 court days before Final Fairness and Approval Hearing	Counsel for the Parties shall file any response to written objections, if any, to the Settlement.
120 days after initial mailing of Class Notice	Approximate date for Final Fairness and Approval Hearing.
65 days after the Court signs the Final Order	Final Effective Date, if there are no timely objections to the Settlement or if objections are filed and overruled and no appeal is taken of the final approval order.
20 days after any appeal is withdrawn or after appellate decision affirming the final approval decision becomes final	Final Effective Date, if there is an appeal taken from the Court's overruling of objections to the settlement.
10 business days after the Final Effective Date	Defendants shall send to the Claims Administrator the amount required to meet the obligations under the Stipulated Settlement Agreement, as approved by the Court.
15 business days after the Final Effective Date	Claims Administrator shall make court-approved payments for claims administration costs, Class Counsel's fees, Class Counsel's costs, Representative Plaintiffs' Enhancement Awards, Individual Settlement Payments, and payments to the LWDA.
120 days after individual payments to Class Members are issued	Claims Administrator shall mail the reminder notice to each Class Member who has not cashed or negotiated his/her Individual Settlement Payment.
180 days after mailing of individual settlement checks	Claims Administrator shall transmit funds attributable to unclaimed, undeliverable, or expired individual settlement checks to the State of California Controller's Office Unclaimed Property Fund in the names of Participating Class Members who did not cash their Settlement checks.

13. Any Class Member may request to be excluded from the Settlement Class by submitting an opt-out form pursuant to the terms of the Settlement Agreement.

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1 a Request for Exclusion from the settlement by sixty (60) days after mailing stating, "I wish to be
2 excluded from the settlement class in *Louka v. Nations Direct Mortgage, LLC*. I understand that by
3 asking to be excluded from the settlement class, I will not receive any money from the settlement." Any
4 Request for Exclusion must include the name, address, telephone number, Nations Direct Mortgage,
5 LLC employee ID number or social security number, and signature of the Class Member requesting
6 exclusion. For Notices re-mailed by the Claims Administrator the written request for exclusion must be
7 postmarked by no later than sixty (60) calendar days of the initial mailing of the Class Notice or fifteen
8 (15) calendar days of the re-mailing, whichever is later. Any such request must be made in accordance
9 with the terms of the Notice. Any Class Member who timely requests exclusion in compliance with
10 these requirement (i) shall not have any rights under this Settlement; (ii) shall not be entitled to receive
11 any Settlement Payments under this Settlement; and (iii) shall not be bound by this Settlement or the
12 Court's Order and Final Judgment.

13 14. Excepting the Representative Plaintiffs, any Class Member who has not requested
14 exclusion may object to the settlement. ~~To object, the person making the objection must, by no later~~
15 than sixty (60) days after mailing, file with the Court and serve on Class Counsel and Defense Counsel,
16 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
17 attorney, along with all supporting papers. For Class Notices re-mailed by the Claims Administrator
18 pursuant to Stipulated Settlement Agreement, written statements of the grounds for objection must be
19 filed and served no later than sixty (60) calendar days after the initial mailing of the Class Notice or
20 twenty-one (21) calendar days of the re-mailing, whichever is later. The date of mailing or re-mailing of
21 the Class Notice to the objecting Class Member shall be conclusively determined according to the
22 records of the Claims Administrator. The Court retains final authority with respect to the consideration
23 and admissibility of any Class Member objections. Any Objecting Class Member may object at the
24 Final Fairness and Approval Hearing – and will be heard in Court at the Final Fairness and Approval
25 Hearing -- whether or not s/he has filed a written objection. Class Counsel shall be entitled to oppose
26 such objection orally at the Final Fairness and Approval Hearing or request additional time from the
27 Court, not exceeding five (5) calendar days, to provide the Court with a written response to the objection
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1 ~~and to be heard.~~

2 15. Class Counsel shall provide to the Court a declaration by the Claims Administrator of due
3 diligence and proof of mailing with regard to the mailing of the Class Notice when filing the Motion for
4 Final Approval of the Class Action Settlement, approximately sixteen (16) court days prior to the Final
5 Approval Hearing.

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7 16. Neither this Order nor the Stipulated Settlement Agreement and Release of Claims nor
8 any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be
9 construed as an admission or concession by Defendants of the truth of any of the allegations in the
10 complaint or of any liability, fault or wrongdoing of any kind.

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12 17. Upon final approval by the Court of the Stipulation, and except as to such rights or claims
13 as may be created by the settlement, the Class Representatives, the Settlement Class, and each Class
14 Member who has not submitted a valid and timely Request for Exclusion, each fully release and will be
15 deemed to have forever released and discharged the Released Claims as fully set forth in the Stipulated
16 Settlement Agreement and Class Notice. In the event the settlement does not become final for any
17 reason, the settlement and this Court's preliminary certification of the Settlement Class will be null and
18 void.

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20 18. Class Counsel shall file their motion for final approval sixteen (16) court days prior to the
21 final approval hearing set forth below.

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23 19. Class Counsel shall file their application for attorneys' fees and costs and for class
24 representative enhancements for the Representative Plaintiffs sixteen (16) court days prior to the final
25 approval hearing as set forth below.

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27 20. On October 8, 2021, at 9:00 a.m., a hearing will be held to determine whether the
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1 settlement, including payment of Class Counsel's attorneys' fees and costs, and the Representative
2 Plaintiffs' Enhancements should be finally approved as fair, reasonable and adequate to the members of
3 the Settlement Class. The Court may adjourn or continue the Final Approval Hearing without further
4 notice to the Settlement Class.

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6 **IT IS SO ORDERED.**

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9 DATED: 4-30, 2021



JUDGE OF THE SUPERIOR COURT