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FILED
Superior Court of California
County of San Francisco

APR 21 2025

CLERK OF THE SUPERIOR COURT
By Victor La Ponda Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JAMIE JWEINAT and RICHARD
LECHLEITNER, individually and on
behalf of all others similarly situated,

Case No. CGC-23-605149

Plaintiff,

CLASS ACTION

vs.

LOANDEPOT.COM, LLC; and DOES
1-10 inclusive,

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
MOTION FOR ATTORNEY'S FEES, COSTS AND
INCENTIVE AWARD.

Defendant.

1 Plaintiff has filed a Motion for an Order Granting Final Approving Class Action Settlement,
2 and Motion for Attorneys' Fees and costs (collectively "Motion"). Having reviewed the Motion and
3 supporting materials, the Court determines and orders as follows:

4 A. Counsel have advised the Court that the parties have agreed to settle this action on the
5 terms and conditions set forth in the Settlement Agreement and Release of Claims (the
6 "Agreement").

7 B. The Court has reviewed the Agreement, as well as the files, records, and proceedings
8 to date in this matter. The terms of the Agreement are hereby incorporated as though fully set forth
9 in this Order. Capitalized terms shall have the meanings attributed to them in the Agreement.

10 C. Based upon examination, it appears to the Court that the Agreement is sufficiently
11 fair, reasonable, and adequate to warrant final approval and judgment in this action, based upon that
12 Agreement.

13 Based upon the foregoing, IT IS HEREBY ORDERED:

14 1. **Final Approval of Proposed Settlement.** The Agreement, including all exhibits
15 thereto, is approved as fair, reasonable and adequate. The Court finds that (a) the Agreement resulted
16 from extensive arm's length negotiations, and (b) the Agreement is sufficient to warrant final
17 approval.

18 2. **Class Certification for Settlement Purposes Only.**

19 (a) Pursuant to Code of Civil Procedure Section 382, the Court, for settlement purposes
20 only, certifies a class consisting of "all individuals in the United States for whom Defendant
21 initiated recurring electronic funds transfers from a debit card account or bank account number,
22 without first providing a copy of a written authorization, between September 21, 2021, and October
23 6, 2023." The Class does not include any persons who validly requested exclusion from the Class.

24 (b) In connection with the certification, the Court makes the following findings:

25 (1) The Class satisfies Code of Civil Procedure § 382 because the Class is
26 so numerous that joinder of all members is impracticable;

27 (2) The Class satisfies Code of Civil Procedure § 382 because there are
28 questions of law or fact common to the Class;

1 (3) The Class satisfies Code of Civil Procedure § 382 because the claims
2 of the plaintiff named in the caption are typical of the claims being resolved through the proposed
3 settlement;

4 (4) The Class satisfies Code of Civil Procedure § 382 because the named
5 plaintiff is capable of fairly and adequately protecting the interests of the above-described Class in
6 connection with the proposed settlement and because counsel representing the Class are qualified,
7 competent and capable of prosecuting this action on behalf of the Class.

8 (5) The Class satisfies the requirements of Code of Civil Procedure § 382
9 because, for purposes of settlement approval and administration, common questions of law and fact
10 predominate over questions affecting only individual Class Members and because settlement with
11 the above-described Class is superior to other available methods for the fair and efficient resolution
12 of the claims of the Class. The Class is sufficiently cohesive to warrant settlement by representation.

13 (c) In making the foregoing findings, the Court has exercised its discretion in
14 certify a settlement class.

15 (d) Jamie Jweinat and Richard Leichleitner are hereby designated as Class
16 Representatives.

17 3. **Class Counsel.** The Court appoints Todd M. Friedman and Adrian R. Bacon, of the
18 Law Offices of Todd M. Friedman, P.C. as counsel for the Class (“Class Counsel”). For purposes of
19 these settlement approval proceedings, the Court finds that Class Counsel are competent and capable
20 of exercising their responsibilities as Class Counsel.

21 4. **Findings Concerning Notice.** The Court finds that the Notice and the manner of its
22 dissemination constituted the best practicable notice under the circumstances and was reasonably
23 calculated, under all the circumstances, to apprise Class Members of the pendency of this action, the
24 terms of the Agreement, and their right to object to or exclude themselves from the Class. The Court
25 finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all
26 persons entitled to receive notice, and that it met the requirements of due process, Rules of Court
27 3.766 and 3.769(f), and any other applicable laws.

28 5. **Exclusion from Class.** Each Class Member who excluded himself or herself from the

1 Class and followed the procedures set forth in this Paragraph shall be excluded. Any potential
2 member of the Class who mailed a written request for exclusion, in the form specified in the Notice,
3 to the third-party administrator at the address set forth in the Notice forty-five (45) days after Notice
4 was sent. All persons who properly requested exclusion from the Class shall not be Class Members
5 and shall have no rights with respect to, nor be bound by, the Agreement. The names of all such
6 excluded individuals shall be attached as an exhibit to any Final Judgment.

7 6. **Costs of Notice and Administration.** The costs of notice to the Class of the
8 pendency and settlement of the Actions and of administering the settlement in the amount of
9 \$182,983 shall be paid from the Gross Settlement Amount.

10 7. **Attorneys' Fees and Costs.** Attorneys Fees in an amount of equivalent to one third
11 (33.33%) of the Gross Settlement Amount are awarded as their reasonable attorneys' fees, in an
12 amount of \$341,632.50 The Court finds the rates and hours worked by Class Counsel reasonable
13 and awarded fees as reasonable under the common fund method, as well as under a lodestar
14 crosscheck method. Costs of suit in the amount of \$12,260.05 are awarded to Class Counsel, also
15 out of the Gross Settlement Amount.

16 8. **Incentive Awards.** For their efforts in representing the Class, Plaintiffs' request for
17 an incentive award in the amount of \$10,000 each from the common fund (\$20,000 total) is
18 reasonable and is hereby granted and to be paid out of the Gross Settlement Amount.

19 9. **Discretion of Counsel.** Counsel are hereby authorized to take all reasonable steps in
20 connection with administration of the settlement not materially inconsistent with this Order that they
21 jointly deem reasonable or necessary.

22
23 **IT IS SO ORDERED.**

24
25 Date: 4/21, 2025



HON. CHRISTINE VAN AKEN