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**F I L E D**  
 Superior Court of California  
 County of San Francisco  
 OCT 17 2024  
 CLERK OF THE COURT  
 BY: *Adam K...*  
 Deputy Clerk

7 **SUPERIOR COURT OF CALIFORNIA**  
 8 **COUNTY OF SAN FRANCISCO**

9 **JAMIE JWEINAT and RICHARD**  
 10 **LECHLEITNER, individually and on**  
 11 **behalf of all others similarly situated,**

12 Plaintiff,

13 vs.

14 **LOANDEPOT.COM, LLC; and DOES 1-**  
 15 **10 inclusive,**

16 Defendant

) Case No. CGC-23-605149

) **[PROPOSED] ORDER GRANTING**  
 ) **PLAINTIFFS' MOTION FOR**  
 ) **PRELIMINARY APPROVAL OF CLASS**  
 ) **ACTION SETTLEMENT**

) Date: October 17, 2024  
 ) Time: 9:30 a.m.  
 ) Dept: 302

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) came  
3 before this Court, on October 17, 2024 at 9:30 a.m. The Court, having considered the papers  
4 submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 Plaintiffs’ unopposed motion for preliminary approval of class action settlement is  
6 granted.

7 1. Capitalized terms shall have the definitions set forth in the Settlement Agreement  
8 (the “Settlement Agreement”) entered into between the Parties.

9 2. The following Settlement Class is conditionally certified for purposes of  
10 settlement only: “all persons in the United whose bank accounts were debited on a reoccurring  
11 basis by defendant loanDepot.com, LLC (“Defendant”) without such person being provided a  
12 copy of the authorization to make a preauthorized electronic fund transfer, between September  
13 21, 2021, and October 6, 2023, inclusive, except loanDepot.com, LLC, its employees, officers,  
14 and directors, and the Court staff and judge(s) assigned to this matter.”

15 3. The Settlement Class shall consist of all Settlement Class Members who do not  
16 exclude themselves (“opt out”) from the Settlement Class by mailing a timely request for  
17 exclusion in accordance with the requirements set forth in the Settlement Agreement.

18 4. The Court grants preliminary approval of the ssettlement based upon the terms  
19 set forth in the Settlement Agreement filed herewith, and finds that the Settlement Class meets  
20 the requirements for conditional certification for settlement purposes only under California  
21 Code of Civil Procedure § 382.

22 5. The Settlement Agreement and settlement appear to be fair, adequate, and  
23 reasonable to the Class. The settlement’s terms fall within the range of reasonableness and  
24 appear to be presumptively valid, subject only to any objections that may be raised in  
25 connection with the Final Approval Hearing.

6. Plaintiffs Jamie Jweinat and Richard Leichleitner are conditionally approved as

1 Class Representatives for the Settlement Class.

2 7. Incentive awards of \$10,000.00 payable to each of Plaintiffs Jamie Jweinat and  
3 Richard Lechleitner for their services as Class Representatives are conditionally approved.

4 8. Plaintiffs' Counsel Todd M. Friedman and Adrian R. Bacon, of the Law Offices  
5 of Todd M. Friedman, P.C., are conditionally approved as Class Counsel for the Settlement  
6 Class.

7 9. An award of attorneys' fees in an amount equivalent to one third (33.33%) of the  
8 Settlement Fund, or \$341,632.50, and an award of up to \$15,000.00 in actual litigation costs  
9 payable to Class Counsel are conditionally approved.

10 10. A Final Approval Hearing on the question of whether the Settlement, awards of  
11 attorney's' fees and costs to Class Counsel, and incentive awards to Plaintiffs Jamie Jweinat  
12 and Richard Lechleitner should be given Final Approval as fair, reasonable, and adequate as to  
13 Settlement Class Members is scheduled in Department 610 on the date and time set forth in  
14 Paragraph 19 below.

15 11. The Court hereby appoints Postlethwaite & Netterville, APAC as the Claims  
16 Administrator.

17 12. The estimated Settlement Administration Costs of up to \$190,00.00 to the  
18 Claims Administrator for its services are hereby conditionally approved.

19 13. The Court approves, as to form and content, the Notice in substantially the form  
20 attached to the Declaration of Todd Friedman submitted in conjunction with the Motion, and as  
21 set forth in the Settlement Agreement. The Court approves the procedures for Settlement Class  
22 Members to participate in, request exclusion from, and object to the settlement as set forth in the  
23 Notice and Settlement Agreement.

24 14. The Court directs the distribution of the Notice to all Settlement Class Members  
25 in accordance with the Implementation Schedule set forth in Paragraph 19 below and Section  
VIII of the Settlement Agreement. The Court finds the dates selected for the mailing and  
distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of

1 due process and provide the best notice practicable under the circumstances and shall constitute  
2 due and sufficient notice to all persons entitled thereto.

3 15. Any Settlement Class Member may choose to opt-out of and be excluded from  
4 the Settlement Class, as provided in the Notice, by following the instructions for requesting  
5 exclusion from the Settlement Class that are set forth in the Notice. All requests for exclusion  
6 must be submitted as provided in the Notice and Settlement Agreement. Any such person who  
7 chooses to opt-out of and be excluded from the Settlement Class will not be entitled to any  
8 recovery under the settlement and will not be bound by the settlement or have any right to  
9 object, appeal, or comment thereon. Any written request to opt-out must be signed by each  
10 such person opting out and must otherwise conform with the requirements set forth in Section  
11 11.01 of the Settlement Agreement. Settlement Class Members who have not requested  
12 exclusion shall be bound by all determinations of the Court, the Settlement Agreement, and  
13 Final Judgment.

14 16. Any Settlement Class Member may appear at the Final Approval Hearing.  
15 However, to object to the proposed settlement, a Settlement Class Member must file and serve  
16 upon the parties' counsel a written objection, with an original signature, by the deadline set  
17 forth in Paragraph 19 below, stating: (1) the name and case number of this matter; (2) the  
18 objecting Settlement Class Member's full name, address, and telephone number; (3) the basis  
19 for the objection, including all arguments, citations, and evidence supporting the objection; (4) a  
20 representation as to whether the objecting Settlement Class Member intends to appear at the  
21 Final Approval Hearing on his or her own behalf or through counsel; and (5) if the objecting  
22 Settlement Class Member intends to call witnesses at the Final Approval Hearing, an  
23 identification of all such witnesses, including each witness's name, address, and telephone  
24 number. Settlement Class Members who fail to file with the Court and serve both Class  
25 Counsel and counsel for Defendant with timely written objections in the manner specified

1 herein and in the Settlement Agreement shall be foreclosed from making any objection (whether  
2 by appeal or otherwise) to the Settlement Agreement and settlement set forth therein.

3 17. The Settlement Agreement and settlement is not a concession or admission and  
4 shall not be used against Defendant or any of the Released Parties as an admission or indication  
5 with respect to any claim of any fault or omission by Defendant or any of the Released Parties.  
6 Whether or not the Settlement Agreement and settlement is finally approved, neither the  
7 Settlement Agreement, nor any document, statement, proceeding, or conduct related to the  
8 settlement, nor any reports or accounts thereof, shall in any event be:

- 9 a. Construed as, offered or admitted in evidence as, received as, or deemed to be  
10 evidence for any purpose adverse to the Released Parties, including, but not  
11 limited to, evidence of a presumption, concession, indication, or admission by  
12 Defendant or any of the Released Parties of any liability, fault, wrongdoing,  
13 omission, concession, or damage; or  
14 b. Disclosed, referred to, or offered or received in evidence against any of the  
15 Released Parties in any further proceeding in the above-captioned action  
16 (“Action”), or in any other civil, criminal, or administrative action or proceeding,  
17 except for purposes of settling the Action pursuant to the Settlement Agreement  
18 and settlement.

19 18. In the event the settlement does not become effective in accordance with the  
20 terms of the Settlement Agreement, or the Settlement Agreement is not finally approved, or is  
21 terminated, canceled or fails to become effective for any reason, this Order shall be rendered  
22 null and void and shall be vacated, and the Parties shall revert to their respective positions as of  
23 before entering into the Settlement Agreement, as set forth in Section 15.03 of the Settlement  
24 Agreement.

25 19. The Court orders the following **Implementation Schedule** for further  
proceedings:

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- a. Deadline for Defendant to submit List of Persons in Settlement Class to Claims Administrator (within 14 days after the Court Grants Preliminary Approval): October 31, 2024
  
- b. Deadline for Claims Administrator to Mail the Short Form Notice to Settlement Class Members (within 30 days after the Court Grants Preliminary Approval): November 15, 2024
  
- c. Claims Deadline (within 135 days after the Court Grants Preliminary Approval): March 3, 2025
  
- d. Objection/Exclusion Deadline (within 90 days after the Court Grants Preliminary Approval): January 15, 2025
  
- e. Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement: March 10, 2025
  
- f. Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Incentive Award: March 10, 2025
  
- g. Deadline for Claims Administrator to Submit Declaration Detailing Claims/Opts/Outs/Objections (within 15 days following the Objection/Exclusion Deadline): January 30, 2025
  
- h. Deadline to Submit Any Responses to Objections and/or Reply Brief: March 17, 2025
  
- g. Final Approval Hearing Date: April 21, 2025 at 9:30 a.m.

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**IT IS SO ORDERED.**

Dated: 10/17, 2024

BY RU  
HON. RICHARD B. ULMER, JR.