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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LUIS CABRALES, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

CASTLE & COOKE MORTGAGE, LLC,
a Delaware limited liability company,

Defendant.

No. 1:14-cv-01138-MCE-JLT

JUDGMENT

WHEREAS, on November ____, 2016, the Court entered its Order Granting (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Award of Attorneys' Fees, Litigation Expenses, and Service Payments (the "Final Approval Order"); and

WHEREAS, the parties have performed their obligations to date under the Settlement Agreement in this Action;

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1 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 All terms defined in the Settlement Agreement between the parties to this Action
3 are hereby adopted for purposes of this Judgment as if fully set forth and defined herein.

4 Luis Cabrales, Linda Behrendt, Richard Berni, Mariano Bonilla, Sara Michele
5 Chik, Alex Lee Deboma, and Todd Fandrich, on behalf of themselves and their
6 respective heirs, representatives, successors, assigns, trusts, executors, and attorneys,
7 have released and discharged CCM, and each of CCM's past and present officers,
8 directors, employees, shareholders, members, partners, agents, representatives,
9 predecessors, successors, parents, subsidiaries, affiliates, assigns, and attorneys, from
10 any and all claims including, but not limited to, claims for actual damages, statutory
11 damages, restitution, disgorgement, unjust enrichment, punitive damages and attorney's
12 fees that they have or might have against any of them, whether known or unknown as of
13 the date of the Settlement Agreement.

14 All Participating Class Members who did not timely request exclusion from the
15 settlement, on behalf of themselves and each of their respective heirs, representatives,
16 successors, assigns, trusts, executors, and attorneys, have released and discharged
17 CCM, and each of CCM's past and present officers, directors, employees, shareholders,
18 members, partners, agents, representatives, predecessors, successors, parents,
19 subsidiaries, affiliates, assigns, insurance companies, and attorneys, from any and all
20 claims, whether known or unknown, whether based on federal or state law, including, but
21 not limited to claims under TILA, state law claims under any consumer protection
22 statutes, state unfair or deceptive trade practices laws, or state mortgage practices
23 and/or licensing laws; claims for unjust enrichment, actual damages, statutory damages,
24 restitution, disgorgement, punitive damages and attorney's fees, that (1) are based on,
25 arise from, or relate to the bonus program that was in effect between April 1, 2011 and
26 July 31, 2013 (or alleged illegality, impropriety or unfairness of same), (2) were alleged
27 or could have been alleged on the same set of operative facts in the Lawsuit, including
28 the First Amended Complaint, and/or (3) arise from the same set of operative facts as

1 those pled in the Lawsuit, including the First Amended Complaint.

2 The date on which this Judgment is entered is the Effective Date of the
3 Settlement. The Parties are ORDERED to carry out the Settlement Agreement in the
4 manner provided therein.

5 This Action is terminated with prejudice, provided, however, that the Court retains
6 continuing jurisdiction over the Parties and the Class Members to effectuate and ensure
7 compliance with the Settlement Agreement.

8 IT IS SO ORDERED.

9 Dated: February 9, 2017

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11 MORRISON C. ENGLAND, JR.
12 UNITED STATES DISTRICT JUDGE
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