

Howard L. Magee (State Bar No. 185199)
Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

JEANETTE OSMAN-BRAVARD, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

PLACER TITLE COMPANY, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CU21-085315

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: May 19, 2023

Time: 10:00 a.m.

Dept.: 6

Complaint Filed: March 19, 2021

FAC Filed: March 26, 2021

1 Plaintiff Jeanette Osman-Bravard (“Plaintiff”) and Defendant Placer Title Company
2 (“Defendant”) (collectively, the “Settling Parties”) have entered into the Joint Stipulation of Class
3 Action Settlement (“Stipulation,” “Settlement,” or “Settlement Agreement”) to settle the above-
4 captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action
6 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted, and
7 the presentations made in connection with the Motion which came on for hearing on May 19, 2023.

8 **I. BACKGROUND**

9 On March 19, 2021, Plaintiff initiated this action in the Superior Court of California, County of
10 Nevada. On March 26, 2021, Plaintiff filed the operative First Amended Complaint. The First
11 Amended Complaint alleges class and individual causes of action for: (1) age discrimination in violation
12 of the FEHA; (2) wrongful termination in violation of public policy; (3) intentional infliction of
13 emotional distress; (4) violation of Labor Code §§ 510, 558, and 1194; (5) violation of Labor Code §
14 226(a); (6) violation of Business & Professions Code § 17200, *et seq.*; and (7) violations of the Private
15 Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*

16 **A. Class Members**

17 The “Class” is defined as “all current and former non-exempt employees of Defendant in the
18 State of California who received overtime pay and notary fees from Defendant in the same pay period,
19 at any time during the Class Period.”

20 **B. Operation of the Settlement**

21 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Settlement
22 Class and granted preliminary approval of the Settlement. The Preliminary Approval Order also
23 approved of the proposed form of class notice and notice plan. The Court entered the Preliminary
24 Approval Order after review and consideration of the pleadings filed in connection herewith, and the
25 oral presentations made by counsel at the hearing.

26 In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement
27 (“Class Notice”) was sent to all Class Members via first class mail. The notice dissemination process
28 was timely completed.

1 This Court finds that the Settlement appears to be the product of serious, informed, non-collusive
2 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
3 individuals. The Court finds that the Settlement was entered into in good faith pursuant to California
4 Code of Civil Procedure § 877.6. The Court further finds that the Settlement is fair, reasonable, and
5 adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement under
6 California law. Under the provisions of California Code of Civil Procedure § 382 and Federal Rule of
7 Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court*
8 (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a class where:

9 [Q]uestions of law or fact common to the members of the class
10 predominate over any questions affecting only individual members, and
11 that a class action is superior to the available methods for the fair and
efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

12 Certification of a settlement class is the appropriate judicial device under these circumstances.

13 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
14 FOLLOWS:

15 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
16 Settlement Agreement filed in this case.

17 2. The Court has jurisdiction over the subject matter of the litigation, the Class
18 Representative, the other Participating Class Members, and Defendant.

19 3. The Court finds that the dissemination of the Class Notice disseminated to the Class
20 Members, constituted the best notice practicable under the circumstances to all Persons within the
21 definition of the Class, and fully met the requirements of California law and due process under the
22 United States Constitution. No objections were received by the Parties or the Court through the date of
23 this Order. The Court finds that no requests for exclusion by Class Members were submitted as
24 determined by the Settlement Administrator.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
27 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

28 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to

1 bear their own costs and attorneys' fees.

2 6. The Court hereby certifies the following Settlement Class for settlement purposes only:
3 all current and former non-exempt employees of Defendant in the State of California who received
4 overtime pay and notary fees from Defendant in the same pay period, at any time during the Class
5 Period.

6 7. With respect to the Settlement Class and for purposes of approving the Settlement only
7 and for no other purpose, this Court finds and concludes that: (a) the members of the Settlement Class
8 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of
9 law or fact common to the Settlement Class, and there is a well-defined community of interest among
10 Members of the Settlement Class with respect to the subject matter of the claims in the Litigation; (c) the
11 claims of Class Representative is typical of the claims of the members of the Settlement Class; (d) the
12 Class Representative has fairly and adequately protected the interests of the members of the Settlement
13 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
14 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified
15 to serve as counsel for the Plaintiff in her individual and representative capacity and for the Settlement
16 Class.

17 8. Defendant shall fund \$417,500.00 of the total Gross Settlement Amount pursuant to the
18 terms of the Settlement Agreement.

19 9. The Court approves the Individual Settlement Payment amounts, which shall be
20 distributed pursuant to the terms of the Settlement Agreement.

21 10. The \$417,500.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
22 attorneys' fees in the amount of \$139,166.67 and reimbursement of costs in the amount of \$5,596.90; (b)
23 an enhancement payment to the Class Representative Jeanette Osman-Bravard for prosecuting this
24 action on behalf of the Class in the following amount: \$7,500.00; (c) the sum of \$15,000.00 to be paid to
25 the California Labor and Workforce Development Agency pursuant to the PAGA; and (d) \$7,000.00 to
26 the settlement administrator – Phoenix Settlement Administrators (the "Settlement Administrator") for
27 its fees and costs relating to the settlement administration process. The Court finds that these amounts
28 are fair and reasonable. The allocation and distribution of these amounts from the \$417,500.00 Gross

1 Settlement Amount shall be performed by Settlement Administrator pursuant to the terms of the
2 Settlement Agreement. The Court also finds that Class Counsel complied with the notice procedures to
3 the LWDA as required by PAGA to settle the PAGA claims.

4 11. As of the date of this Order, all Participating Class Members are hereby deemed to have
5 waived and released all Released Claims and are forever barred and enjoined from prosecuting the
6 Released Claims against the Released Parties as fully set forth in the Settlement. The Settlement is not
7 an admission of liability or wrongdoing by Defendant, nor is this Order a finding of the validity of any
8 claims in the Action or of any fault, omission, or wrongdoing by Defendant.

9 12. The Court hereby enters final judgment in this case in accordance with the terms of the
10 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
11 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
12 Parties, including all Participating Class Members, for purposes of enforcing and interpreting this Order
13 and the Settlement.

14 IT IS SO ORDERED AND ADJUDGED.

15
16 Dated: _____

HON. S. ROBERT TICE-RASKIN
SUPERIOR COURT OF CALIFORNIA