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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

SAMANTHA OWENS,

Plaintiff,

vs.

FIDELITY NATIONAL HOME WARRANTY
COMPANY; and DOES 1-100, inclusive,

Defendants.

Case No.: MSC21-00731

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: April 25, 2024

Time: 9:00 a.m.

Dept.: 12

Judge: Charles S. Treat

1 The motion of Plaintiff Samnatha Owens (“Plaintiff”) for an order finally approving the
2 Parties’ Joint Stipulation of Class Action Settlement and Release (“Agreement”) with Defendant
3 Fidelity National Home Warranty Company (“Defendant”), and the motion for attorneys’ fees and
4 costs, enhancement payment, and the fees and expenses of the Settlement Administrator, duly came on
5 for hearing on April 25, 2024 before the Honorable Charles S. Treat.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before the
12 California Superior Court for the County of Contra Costa, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
15 law, the Court finds that the GSA of \$285,000 and the terms set forth in the Agreement are fair,
16 reasonable, and adequate.

17 4. The Court further finds that the Settlement was the result of arm's length negotiations
18 conducted after Class Counsel had adequately investigated the claims and became familiar with the
19 strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant
20 risks relating to certification, liability, and damages issues, and the assistance of an experienced
21 mediator in the settlement process, among other factors, support the Court's conclusion that the
22 Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On January 12, 2024 the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

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1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by
3 first class mail to members of the Class at their last known addresses on or about February 9, 2024
4 Mailing of the Class Notice to their last known addresses was the best notice option under the
5 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
6 proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately
7 informed the Class Members of all material elements of the proposed Settlement and of their
8 opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid,
9 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
10 California, the United States Constitution, due process and other applicable law. The Class Notice
11 fairly and adequately described the Settlement and provided Class Members adequate instructions
12 and a variety of means to obtain additional information.

13 7. The deadline for opting out of the Class or submitting written objections to the
14 Settlement was March 25, 2024. There was an adequate interval between notice and the deadline to
15 permit Class Members to choose what to do and act on their decision. A full opportunity has been
16 afforded to the Class Members to participate in this hearing, and all Class Members and other
17 persons wishing to be heard have been heard. Class Members also have had a full and fair
18 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court
19 determines that all Class Members who did not timely and properly submit a request for exclusion
20 are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness Of Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
23 Cal. App. 4th 1794, 1801 (1996).

- 24 a. The settlement was reached through arm's-length bargaining between the parties
25 during an all-day mediation before David Phillips, Esq., a respected and experienced
26 mediator of wage and hour class actions. There has been no collusion between the
27 parties in reaching the proposed settlement.
28

- 1 b. Plaintiff's investigation and discovery have been sufficient to allow the Court and
2 counsel to act intelligently.
- 3 c. Counsel for both parties are experienced in similar employment class action litigation.
4 All counsel recommended approval of the Agreement.
- 5 d. The percentage of objectors and requests for exclusion is small. Zero objections were
6 received and zero requests for exclusion were received.
- 7 e. The participation rate was high. 121 Class Members are Qualified Class Members and
8 will be mailed a settlement payment, representing 100% of the overall Settlement
9 Class.

10 9. The consideration to be given to the Class Members under the terms of the Agreement
11 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in
12 this action and is fair, reasonable and adequate compensation for the release of Class Members'
13 claims, given the uncertainties and significant risks of the litigation and the delays which would
14 ensue from continued prosecution of the action.

15 10. The Agreement is approved as fair, adequate and reasonable and in the best interests
16 of the Class Members.

17 **Attorneys' Fees and Costs**

18 11. An award of \$95,000 for attorneys' fees, representing one-third (1/3) of the Gross
19 Settlement Amount, and \$15,000 for litigation costs and expenses, is reasonable, in light of the
20 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
21 achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar
22 and billing statement.

23 **Class Representative Enhancement Payment**

24 12. The Agreement provides for a Class Representative Enhancement Payment of not
25 more than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that a Class
26 Representative Enhancement Payment in the amount of \$ 10,000 to Plaintiff is reasonable in light of
27 the risks and burdens undertaken by Plaintiff in the litigation, for er time and effort in bringing and
28 prosecuting this matter on behalf of the Class, and for her execution of a general release.

1 **Settlement Administration Expenses**

2 13. The Settlement Administrator shall calculate and administer the payment to be made
3 to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, distribute the PAGA Payment, issue any
5 required tax reporting forms, calculate withholdings and perform the other remaining duties set forth
6 in the Agreement. The Settlement Administrator has documented \$7,250 in fees and expenses, and
7 this amount is reasonable in light of the work performed by the Settlement Administrator.

8 **PAGA Payment**

9 14. The Agreement provides for a PAGA Allocation out of the Gross Settlement Amount
10 of \$10,000, which shall be allocated \$7,500 to the LWDA as the LWDA's 75% share of the
11 settlement of civil penalties paid pursuant to the PAGA and \$2,500 to be distributed to Settlement
12 Class Members employed during the PAGA Period based on their respective pay periods employed
13 during the PAGA Period (April 12, 2020 through September 21, 2023). All Settlement Class
14 Members who were employed during the PAGA Period, regardless of whether they opt-out of the
15 Settlement, will share in a portion of the PAGA Allocation. The Court finds this PAGA Allocation to
16 be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and will be
17 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of
18 the Settlement.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

- 22 1. The certification of the Class for the purposes of settlement is confirmed. The Class is
23 defined as follows:
- 24 a. All non-exempt individuals who worked for Defendant in California at any time during the
25 Class Period and who are members of one or more of the following subclasses: (1) the
26 “Meal Period Subclass,” which includes those who worked at least one shift of more than
27 five (5) hours from March 1, 2020, through and including September 21, 2023; (2) the
28 “Overtime Subclass,” which includes those who earned a non-discretionary bonus or other

1 remuneration pertaining to a workweek when he or she also worked overtime on at least
2 one occasion from April 12, 2017, through and including September 21, 2023, and who
3 were not part of the “Overtime Class” in the matter of *Dillard/Menchaca v. Fidelity*
4 *National Financial, Inc., et al.*, Contra Costa County Superior Court Case No. C18-00394;
5 and (3) the “Wage Statement Subclass,” which includes those who received one or more
6 wage statements at any time from April 12, 2020, through and including September 21,
7 2023. SA ¶ 15.

8 2. All persons who meet one or more of the foregoing definitions are members of the
9 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class.

12 4. Class Counsel are awarded attorneys' fees in the amount of \$95,000 and costs in the
13 amount of \$15,000. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 5. The payment of the Class Representative Enhancement Payment in the amount of
16 \$10,000 to Plaintiff is approved.

17 6. The payment of \$7,250 to the Settlement Administrator for their fees and expenses is
18 approved.

19 7. The PAGA Payment of \$10,000 is approved and shall be allocated in accordance with
20 the Agreement.

21 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed as,
26 or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings
28 related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or

1 concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions,
2 Defendant may file in the Action or in any other proceeding this Final Approval Order and
3 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
4 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or
5 issue preclusion or similar defense at to the Released Claims and/or the Released PAGA Claims.

6 9. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties
7 by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
8 notice of entry of this Final Approval Order and Judgment to individual Class Members.

9 10. If the Agreement does not become final and effective in accordance with the terms of
10 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
11 therewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
12 respective positions as of before entering into the Agreement, and expressly reserve their respective
13 rights regarding the prosecution and defense of this Action, including all available defenses and
14 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
15 action and/or managed as a representative action.

16 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:**

17 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
18 Plaintiff, and all members of the Class, shall take nothing in the Action.

19 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
20 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
21 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
22 arising from or in connection with distribution of settlement benefits.

23 3. The Parties are authorized to agree to and to adopt such amendments, modifications
24 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
25 Final Approval Order and Judgment and as approved by the Court.

26 4. Each party shall bear its own attorney's fees and costs, except as otherwise provided
27 in the Agreement and in this Final Approval Order and Judgment.

1 5. Upon the Effective Date, Plaintiff and each Qualified Class Member shall fully
2 release and discharge the Released Parties for the entire Class Period as follows:

3 a. Meal Period Subclass Members shall release the Released Parties from causes of
4 action, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses,
5 interest, attorneys' fees, penalties, and damages, whether suspected or unsuspected,
6 contingent or accrued, known or unknown, arising from the factual allegations and
7 claims set forth in the Action, and occurring during the Class Period relevant to that
8 subclass (March 1, 2020 through September 21, 2023) that were alleged or could have
9 been alleged based on the factual allegations related to that subclass, including,
10 without limitation: Class Allegations predicated on allegations of Meal Period
11 violations; any claims for alleged violations of California Labor Code sections 201,
12 202, 203, 204, 210, 226, 226.3, 226.7, 512, 558, 1174, and their subparts and
13 applicable IWC Wage Orders to the extent such claims are predicated on allegations
14 of Meal Period violations; any derivative claims for unpaid wages or penalties, and
15 for unfair, unlawful, and fraudulent business practices under the California Business
16 and Professions Code sections 17200, *et seq.* to the extent they are predicated on
17 allegations of Meal Period violations; any other state or federal statute, rule, or
18 regulating arising from or relating to allegations of Meal Period violations; and all
19 related remedies of any nature whatsoever, including without limitation all claims for
20 restitution and other equitable relief, injunctive relief, statutory damages, liquidated
21 damages, exemplary damages, punitive damages, waiting-time penalties, statutory
22 penalties, civil penalties, interest, attorneys' fees, costs, and expenses to the extent
23 they are predicated on allegations of Meal Period violations (collectively, the "Meal
24 Period Subclass Released Claims").

25 b. Overtime Subclass Members shall release the Released Parties from causes of action,
26 disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, interest,
27 attorneys' fees, penalties, and damages, whether suspected or unsuspected, contingent
28 or accrued, known or unknown, arising from the factual allegations and claims set

1 forth in the Action, and occurring during the Class Period relevant to that subclass
2 (April 12, 2017 through September 21, 2023) that were alleged or could have been
3 alleged based on the factual allegations related to that subclass, including, without
4 limitation: Class Allegations predicated on allegations of Regular Rate or overtime
5 violations; any claims for alleged violations of California Labor Code sections 201,
6 202, 203, 204, 210, 233, 246, 510, 558, 1174, 1194, and 1198 and their subparts and
7 applicable IWC Wage Orders to the extent such claims are predicated on allegations
8 of Regular Rate or overtime violations; any derivative claims for unpaid wages or
9 penalties, and for unfair, unlawful, and fraudulent business practices under the
10 California Business and Professions Code sections 17200, *et seq.* to the extent they
11 are predicated on allegations of Regular Rate or overtime violations; any other state or
12 federal statute, rule, or regulation arising from or relating to allegations of Regular
13 Rate or overtime violations; and all related remedies of any nature whatsoever,
14 including without limitation all claims for restitution and other equitable relief,
15 injunctive relief, statutory damages, liquidated damages, exemplary damages, punitive
16 damages, waiting-time penalties, statutory penalties, civil penalties, interest,
17 attorneys' fees, costs, and expenses to the extent they are predicated on allegations of
18 Regular Rate or overtime violations (collectively, the "Overtime Subclass Released
19 Claims").

- 20 c. Wage Statement Subclass Members shall release the Released Parties from causes of
21 action, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses,
22 interest, attorneys' fees, penalties, and damages, whether suspected or unsuspected,
23 contingent or accrued, known or unknown, arising from the factual allegations and
24 claims set forth in the Action, and occurring during the Class Period relevant to that
25 subclass (April 12, 2020 through September 21, 2023) that were alleged or could have
26 been alleged based on the factual allegations related to wage statements, including,
27 without limitation: Class Allegations predicated on wage statement violations; any
28 claims for alleged violations of California Labor Code sections 226, 226.3, and 1174

1 and their subparts and applicable IWC Wage Orders to the extent such claims are
2 predicated on allegations of wage statement violations; any derivative claims for
3 penalties, and for unfair, unlawful, and fraudulent business practices under the
4 California Business and Professions Code sections 17200, *et seq.* to the extent they
5 are predicated on allegations of wage statement violations; any other state or federal
6 statute, rule, or regulating arising from or relating to allegations of wage statement
7 violations; and all related remedies of any nature whatsoever, including without
8 limitation all claims for restitution and other equitable relief, injunctive relief,
9 statutory damages, liquidated damages, exemplary damages, punitive damages,
10 waiting-time penalties, statutory penalties, civil penalties, interest, attorneys' fees,
11 costs, and expenses to the extent they are predicated on allegations of wage statement
12 violations (collectively, the "Wage Statement Subclass Released Claims").

13 6. In addition, other than the rights created by this Settlement Agreement, upon the
14 Effective Date, Plaintiff, each Settlement Class Member, and the LWDA, in exchange for the PAGA
15 Allocation, shall fully release and discharge the Released Parties for the entire PAGA Period from
16 any and all claims seeking penalties, or any other relief under PAGA based on or arising from the
17 allegations in the Action, including and any claims that could have been asserted under PAGA based
18 on the facts and statutes pled in the Action, which include any applicable Industrial Welfare
19 Commission Wage Order and claims under the California Labor Code, including but not limited to
20 Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1182.12 *et*
21 *seq.*, 1174, 1194, 1197, 1198, and their subparts, and any and all claims for Plaintiff's costs,
22 expenses, interest, and attorneys' fees pertaining to them (collectively, the "PAGA Release").

23 7. In addition, other than the rights created by this Settlement Agreement, in addition to
24 the Meal Period Subclass Released Claims, the Overtime Subclass Released Claims, the Wage
25 Statement Subclass Released Claims, and PAGA Release, Plaintiff individually and on behalf of
26 each of her executors, administrators, representatives, attorneys, successors and assigns knowingly
27 and voluntarily releases and forever discharges Defendant and the Released Parties, to the full extent
28 permitted by law, of and from any and all claims, known and unknown, asserted and unasserted,

1 which Plaintiff has or may have against the Released Parties as of the Effective Date of this
2 Settlement Agreement, including, but not limited to, any alleged violation of Title VII of the Civil
3 Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the
4 Age Discrimination in Employment Act of 1967; the Family and Medical Leave Act; the Equal Pay
5 Act; the California Family Rights Act – Cal. Gov’t Code § 12945.2; the California Fair Employment
6 and Housing Act – Cal. Gov’t Code § 12900 *et seq.*; the California Equal Pay Law – Cal. Lab. Code
7 § 1197.5; any other federal, state or local civil or human rights law or any other federal, state or local
8 law, regulation or ordinance; any public policy, contract, tort or common law; or; any basis for fees
9 or other expenses including attorneys’ fees incurred in these matters.

10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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12 Dated: _____

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14 _____
15 HON. CHARLES S. TREAT
16 JUDGE, SUPERIOR COURT OF CALIFORNIA
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PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 S. Church Street, Lodi, CA 95240, that is located in the county where the mailing and/or delivery below took place.

On April 2, 2024, I served the following document:

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

addressed to:

Curtis A. Graham
LITTLER MENDELSON P.C.
633 West 5th Street, 63rd Floor
Los Angeles, California 90071
Email: cagraham@littler.com
Sarah Fleming
safleming@littler.com
Gina Camacho
gcamacho@littler.com

Angela J. Rafter, Esq.
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, California 94104
Email: arafter@littler.com

☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.

☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 2, 2024, at Lodi, California.


LINDSAY RILEY