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Attorneys for Plaintiff Samantha Owens and the Class

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

DECLARATION OF SAMANTHA OWENS
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENT

Date: April 25, 2024

Time: 9:00 a.m.

Dept.: 12

Judge: Hon. Charles S. Treat

1 I, Samantha Owens, declare:

2 1. I am the named Plaintiff in this action.

3 2. I have personal knowledge of the matters set forth herein and, if called upon to do so,
4 could and would competently testify thereto under oath.

5 3. I was hired by Fidelity National Home Warranty Company on September 5, 2016 as a
6 dispatcher. In my job, I worked primarily on the phone and/or the computer assisting customers
7 with their home warranty claims and/or coordinating with home repair vendors to get necessary
8 covered repairs done. I worked continually as an hourly, non-exempt employee within California
9 until I was laid off in December 2020. I was rehired in July 2021 and continue to work for Fidelity
10 as an hourly, non-exempt employee within California.

11 4. Consistent with representations made in my offer letter, I was eligible for monthly
12 bonuses after 90 days of employment. In addition to hourly pay, I earned (and was paid) amounts
13 labeled as "Monthly Bonus" during almost every month of my employment through the end of 2018.
14 These monthly bonuses were "flat rate" amounts, almost always \$200. A true and correct copy of a
15 wage statement reflecting one of those monthly bonuses is attached as **Exhibit 2** to my attorney's
16 declaration that is being filed with mine.

17 5. I also earned a large retention bonus in December 2020 and understand others earned
18 those substantial bonuses as well. I do not believe Fidelity included any of my bonus earnings when
19 calculating the rate to pay me for overtime or doubletime.

20 6. After Covid started, all of the people in customer service like me began working
21 almost exclusively from home. During that time, Fidelity made a very big deal of telling us that we
22 were not allowed to clock back in from lunch even one minute late. There were multiple Zoom
23 meetings where my managers made this very clear and explained we would be in trouble if we did
24 not clock back in by the time our lunch break was supposed to be over. I am aware of people
25 actually being disciplined and/or threatened with discipline for clocking in "late" from lunch.

26 7. Because of the emphasis that was put on never clocking in "late" from lunch, I was
27 pressured to always end my lunch break early. I often took 1 hour lunches, so was still able to have
28 30 minutes of off-duty time (though not my full hour). When I was only scheduled a 30 minute

1 lunch though, I regularly had to cut my breaks short in order to make sure I didn't clock back in
2 "late" and get in trouble. I was also sometimes unable to take timely or complete breaks because I
3 was on a customer service call and was not allowed to end the call until the customer (or vendor)
4 was ready to conclude his/her business.

5 8. Throughout my employment I was told to record my time. Although my time was
6 recorded to the minute, I understand Fidelity sometimes rounded my time so that the exact number
7 of minutes/hours that I worked did not match what I was actually paid.

8 9. During my employment I had a lot of questions about how I was being paid. The
9 paystubs Fidelity provided me had multiple entries for "Regular Hours", "Straight Time OT", "Half
10 Time OT", "Holiday", and other items. I could not tell how many actual hours I was being paid for
11 because the paystubs had so many entries and were confusing. There was no individual line that list
12 the total number of hours I had worked in the pay period.

13 10. After I was laid off in December 2020, I had a lot of questions about how I had been
14 treated and paid. These questions prompted me to contact Ms. Baysinger's and Mr. Wassermann's
15 office in approximately January 2021.

16 11. Once I was rehired in August 2021, the pay issues were mostly cleared up. Fidelity
17 was no longer paying bonuses so that made things much easier to understand. My paystubs
18 continued to have multiple categories of hours, but without a specific listing for "total hours".

19 12. Throughout this case, I have understood and appreciated my role and responsibilities
20 as a class representative. I have understood that it is my responsibility to look out for the best
21 interests of all class members and to not put my own interests ahead of theirs. I have willingly and
22 knowingly accepted these responsibilities and have carried them out to the best of my ability.

23 13. I do not have any individual claims that are different than the claims I have brought
24 on behalf of others.

25 14. Throughout this case, I have been in regular contact and participated closely with my
26 attorneys. I assisted in preparing the Complaint and the discovery process. I participated in the
27 mediation with David Phillips and helped in determining an appropriate settlement for the class
28 claims.

1 15. As a named plaintiff, I have exposed myself to the negative reputational
2 consequences of my name being tied to a class action lawsuit against my former employer. I
3 anticipate prospective employers may become aware of this lawsuit and may be reluctant to hire me
4 as a result. In addition, being a current employee of Fidelity has put me in a somewhat difficult
5 position and subjected be to the potential of retaliation by Fidelity.

6 16. Had this case not settled and were I not to ultimately prevail in this lawsuit, I
7 understand that the case could have continued for years and that, if I lost, I could be responsible for
8 Defendant's litigation costs, which could have been quite extensive.

9 17. Despite these risks, I have served and remain willing to continue to serve in the role
10 of class representative throughout the remainder of this litigation.

11 18. I also understand that I have waived all potential claims that I could have against
12 Fidelity through September 21, 2023, including any claims for wrongful termination or unfair
13 treatment and that other class members have not waived as many claims as me. I was willing to
14 waive these other claims for the benefit of the class as a whole. I think it is fair for me to get some
15 additional money because I am giving up more than the other people in the class.

16 I declare under penalty of perjury under the laws of the State of California and the United
17 States of America that the foregoing is true and correct. Electronically executed this 2nd day of
18 April, 2024, in Apple Valley, California.

DocuSigned by:
Samantha Owens
4302BD9E-500A479
SAMANTHA OWENS

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:

**DECLARATION OF SAMANTHA OWENS SUPPORT OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS FEES, COSTS, AND
ENHANCEMENT PAYMENT**

addressed to:

Curtis A. Graham
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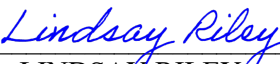
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☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected 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