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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - VAN NUYS COURTHOUSE**

GINA DAVIDSON, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

TIMIOS TITLE, a California corporation;
TIMIOS, INC., an unknown business entity;
TIMIOS HOLDINGS CORPORATION, an
unknown business entity; and DOES 1 through
100, inclusive ,

Defendants.

Case No.: 21VECV00632

Honorable Shirley K. Watkins
Department T

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE FEE,
AND SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of Private
Attorneys General Act (Cal. Labor Code § 2698, *Et
Seq.*) Settlement Agreement and Award of Attorneys'
Fees and Costs, General Release Fee, and Settlement
Administration Costs; Declaration of Plaintiff's
Counsel (Arman Marukyan); and Declaration of
Plaintiff (Gina Davidson) filed concurrently herewith]

Reservation ID: 653610420538
Date: July 31, 2024
Time: 8:30 a.m.
Department: T

Complaint Filed: May 7, 2021
Trial Date: None Set

1 This matter has come before the Honorable Shirley K. Watkins in Department T of the Superior
2 Court of the State of California, for the County of Los Angeles, on July 31, 2024 at 8:30 a.m., on Plaintiff
3 Gina Davidson’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared
6 for Plaintiff and Fisher & Phillips LLP appeared for Defendants Timios Title, Timios, Inc., and Timios
7 Holdings Corporation (“Defendants”).

8 On or around April 9, 2024, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Arman Marukyan and Plaintiff Gina Davidson, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

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1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former hourly-paid or non-exempt employees who worked for Defendants in the
3 State of California during the PAGA Period (“Aggrieved Employees”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Total Settlement Amount (\$400,000.00) less the approved Attorneys’ Fees and Costs
10 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
11 Administration Costs to Apex Class Action LLC (the “PAGA Settlement Administrator”). Seventy-five
12 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and
13 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
14 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
16 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
17 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
18 with, this Order and Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$152,000.00 to Lawyers *for* Justice, PC for attorneys’
20 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
21 with this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$29,360.10 to Lawyers *for* Justice, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$10,000.00 to Plaintiff Gina Davidson for her
26 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
27 in accordance with this Order and Judgment and the Settlement Agreement.

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12. The Court approves payment up to the amount of \$5,000.00 to Apex Class Action LLC for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual Settlement Share”).

15. No later than seven (7) calendar days after the date of this Order and Judgment, Defendants will provide the PAGA Settlement Administrator with the PAGA Employee List, in accordance with this Order and Judgment and the Settlement Agreement.

16. No later than fourteen (14) calendar days of the date of this Order and Judgment, Defendants shall deposit \$200,000.00 (“First Installment”) into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than one (1) year after the First Installment, Defendants shall deposit the remaining \$200,000.00 (“Second Installment”) into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement, in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and the First Installment, the PAGA Settlement Administrator shall distribute the Individual Settlement Share checks to Aggrieved Employees, and General Release Fee to Plaintiff.

19. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and the Second Installment, the PAGA Settlement Administrator shall distribute the Attorneys’ Fees and Costs to Plaintiff’s Counsel, LWDA Payment to the LWDA, and payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

1 20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
2 and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds
3 associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the
4 California State Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employee
5 whose check is cancelled.

6 21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
7 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State
8 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily
9 released and forever discharged the Released Parties from the Released Claims.

10 22. "Released Parties" means Defendants, including Defendants' parent corporation, affiliates,
11 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
12 employees, attorneys, officers, directors and agents thereof, both individually and in their business
13 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
14 insurers of such plans and programs.

15 23. "Released Claims" means all claims that were, or reasonably could have been, alleged, based
16 on the facts contained in the Operative Complaint or PAGA Notice, or both, for civil penalties under
17 California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available
18 under PAGA, based on the factual allegations in the Operative Complaint or the PAGA Notice, including
19 but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant
20 meal periods and associated premiums, failure to provide compliant rest periods and associated premiums,
21 failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to
22 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records,
23 and failure to reimburse necessary business-related expenses and costs, in violation of California Labor
24 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,
25 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 1-2001,
26 4-2001, 7-2001, 9-2001, and 16-2001.

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1 24. “PAGA Period” means the period from March 3, 2020 to the date of this Order and Judgment.

2 25. No individualized notice of this Order and Judgment is required to be provided to the
3 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
4 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

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6 Date: _____

7 Honorable Shirley K. Watkins
8 Judge of the Los Angeles County Superior Court
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EXHIBIT 1

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Gina Davidson v. Timios Title; Timios, Inc.; Timios Holding Corporation*, Los Angeles County Superior Court Case No. 21VECV00632

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Gina Davidson v. Timios Title, a California Corporation; Timios, Inc.; Timios Holding Corporation*, Los Angeles County Superior Court Case No. 21VECV00632 (“Action”).

The lawsuit was filed on May 7, 2021 by Gina Davidson (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on March 3, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-823451-21 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants Timios Title, Timios, Inc., and Timios Holding Corporation (“Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period March 3, 2020 to final approval (“Aggrieved Employees”). The period March 3, 2020 to final approval is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure

to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].