

FILED
San Diego Superior Court
Central Division

FEB 28 2025

Clerk of the Superior Court
By: A. Yim, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

SAMANTHA ARTIBEE, as an individual, on
behalf of herself, and all persons similarly
situated,

Plaintiff,

v.

CORELOGIC CREDCO, LLC, a Delaware
limited liability company authorized to do
business in the state of California; and DOES 1
through 50 inclusive,

Defendant.

Case No.: 37-2022-00013266-CU-OE-CTL

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT; AND JUDGMENT

Date: February 28, 2025

Time: 1:30 p.m.

Dept: C-63

Judge: Hon. Katherine A. Bacal

*[Filed concurrently herewith Notice of Motion,
Memorandum of Points and Authorities; and
Declarations of Hali M. Anderson, Samantha
Artibee, and Madely Nava of Apex Class Action,
LLC]*

Complaint Filed: April 8, 2022

FAC Filed: January 9, 2023

SAC Filed: October 2, 2024

Trial Date: None set

1 This matter came before the Honorable Katherine A. Bacal in Department C-63 of the Superior
2 Court of the State of California, in and for the County of San Diego, on February 28, 2025 at 1:30 p.m.,
3 on Plaintiff Samantha Artibee's ("Plaintiff") Motion for Final Approval of Class and PAGA Action
4 Settlement and Request for Award of Attorneys' Fees, Costs, and Class Representative Service Payment
5 ("Plaintiff's Motion for Final Approval"), pursuant to California Rules of Court, Rule 3.769 and Labor
6 Code section 2698 *et seq.*

7 On September 20, 2024, the Court granted Plaintiff's Motion for Preliminary Approval of Class
8 and PAGA Action Settlement and entered an Order in accordance therewith.

9 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
10 Plaintiff's Motion for Final Approval and good cause appearing, the Court hereby **ORDERS AS**
11 **FOLLOWS:**

12 1. This Order shall incorporate the parties' Class Action and PAGA Settlement Agreement
13 ("Settlement Agreement") and to the extent that the terms are defined in the Settlement Agreement, all
14 defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement. The
15 Settlement Agreement is attached hereto as Exhibit A.

16 2. This Court has jurisdiction over the claims asserted in this action and personal jurisdiction
17 over Plaintiff, Defendant CoreLogic Credco, LLC ("Defendant"), the Class Members, and the Aggrieved
18 Employees, as defined in the Settlement Agreement.

19 3. This Court finds that the applicable requirements of the California Code of Civil Procedure
20 section 382 and California Rules of Court, Rule 3.769, have been satisfied with respect to the Settlement
21 Class Members and the Settlement. The Court makes final its earlier provisional certification of the
22 following Class and Subclass for the purposes of settlement only:

23 **Settlement Class:** All current and former non-exempt employees of
24 Defendant who worked in California during the Class Period and who do
25 not opt out of the Settlement. The Class Period is defined as
October 12, 2017 through September 20, 2024.

26 **Waiting Time Penalty Subclass:** All members of the Settlement Class
27 whose employment with Defendant ended at any time from
October 12, 2018 to September 20, 2024.

1 4. The Court also confirms the following appointments: Plaintiff Samantha Artibee as the
2 Class Representative; GrahamHollis APC as Class Counsel; and Apex Class Action, LLC as the
3 Settlement Administrator.

4 5. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing
5 Date for Final Court Approval (“Class Notice”) that was approved on September 20, 2024 and transmitted
6 to the Settlement Class Members fully and accurately informed them of all material elements of the
7 Settlement, including their opportunity to request exclusion from the Settlement or object to the Settlement
8 (notwithstanding the PAGA portion of the Settlement), was the best notice practicable under the
9 circumstances; was valid, due, and sufficient notice to all Settlement Class Members; and complied fully
10 with the laws of the state of California, the United States Constitution, due process, rule 3.766 of the
11 California Rules of Court, and all other applicable laws.

12 6. Based on the Declaration of Madely Nava of Apex Class Action, LLC, the Court finds that
13 there were no objections to the Settlement and no individuals submitted requests for exclusion from the
14 Settlement.

15 7. In accordance with California law, the Court hereby GRANTS final approval of the
16 Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class
17 Members as a whole. Specifically, the Court finds that the Settlement is the result of serious, informed,
18 adversarial, and arm’s-length negotiations between the parties and that the terms of the Settlement are, in
19 all respects, fair, adequate, and reasonable. In so finding, the Court has considered all the evidence
20 presented, including evidence regarding the strength of Plaintiff’s case; the risks, expense, and complexity
21 of claims presented; the likely duration of further litigation; the amount offered in the Settlement; the
22 extent of investigation and discovery completed; and the experience and views of Class Counsel. The
23 Court ORDERS and directs that the Settlement be effectuated in accordance with the Settlement
24 Agreement and the following terms and conditions.

25 8. The Court finds that a full opportunity has been afforded to the Settlement Class Members
26 to participate in the hearing on Plaintiff’s Motion for Final Approval, and all Settlement Class Members
27 and other persons wishing to be heard, have been heard. The Settlement Class Members have had a full
28 and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that,

pursuant to the Settlement Agreement, upon full payment by Defendant of the Gross Settlement Amount to the Administrator as well as the employer's share of taxes necessary to effectuate the Settlement, all Settlement Class Members shall release the Released Parties from any claims, wages, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint and any amendments, including all claims for: 1) failure to pay all minimum or other wages; 2) failure to pay all overtime wages; 3) meal period violations and claims for meal period premium pay; 4) rest period violations and claims for rest period premium pay; 5) failure to pay all wages during employment and upon termination; 6) failure to furnish accurate itemized wage statements; 7) failure to maintain accurate records; 8) failure to reimburse expenses, and 9) Unfair Competition Law violations. Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. The Court further ORDERS that, pursuant to the Settlement Agreement, the LWDA, State of California, and all Aggrieved Employees shall release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Action, including, all claims for 1) failure to pay all minimum or other wages; 2) failure to pay all overtime wages; 3) meal period violations and claims for meal period premium pay; 4) rest period violations and claims for rest period premium pay; 5) failure to pay all wages during employment and upon termination; 6) failure to furnish accurate itemized wage statements; 7) failure to maintain accurate records; and 8) failure to reimburse expenses. The PAGA Release will release only these claims during the PAGA Period, regardless of the Aggrieved Employee's decision to participate in the Class Settlement. The PAGA Period is the period from April 8, 2021 to September 20, 2024.

10. It is ORDERED that Settlement Class Members shall be prohibited and permanently enjoined from pursuing in any fashion the class claims against the Released Parties.

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1 11. It is ORDERED that the LWDA, State of California, and Aggrieved Employees shall be
2 prohibited and permanently enjoined from pursuing in any fashion the PAGA claims against the Released
3 Parties.

4 12. Defendant is ORDERED to fund the Gross Settlement Amount of \$694,180.00. Defendant
5 is further ORDERED to deposit the Gross Settlement Amount, plus the employer's share of payroll taxes,
6 into a Qualified Settlement Fund with the Settlement Administrator within 30 calendar days after entry of
7 judgment.

8 13. The Settlement Administrator, Apex Class Action, LLC, is ORDERED to distribute the
9 Gross Settlement Amount in accordance with the Settlement Agreement.

10 14. In accordance with Labor Code section 2699(1)(2), the Court has reviewed the Settlement
11 Agreement as it relates to the allocation of civil penalties under PAGA. The Court finds that the payment
12 of PAGA Penalties in the amount of \$33,000.00 for claims under the PAGA is fair, reasonable, and
13 appropriate. The Court GRANTS approval of the payment of PAGA Penalties of \$33,000.00 towards
14 claims under the PAGA.

15 15. The Court ORDERS that \$24,750.00 (75% of \$33,000) of the PAGA Penalties be paid to
16 the LWDA, as required by statute.

17 16. The Court ORDERS that \$8,250.00 (25% of \$33,000) of the PAGA Penalties be allocated
18 to the Individual PAGA Payments and distributed to Aggrieved Employees, as defined by the Settlement
19 Agreement.

20 17. The Court finds that the requested Class Representative Service Payment of \$7,500 to
21 named Plaintiff Samantha Artibee is fair and reasonable for the work performed and the risks associated
22 with bringing this action. The Court awards and thus ORDERS that the Settlement Administrator issue a
23 Class Representative Service Payment to Plaintiff in the amount of \$7,500. The Service Payment is in
24 addition to any payment Plaintiff is entitled to under the Settlement.

25 18. The Court finds that Class Counsel's request for attorneys' fees in the amount of
26 \$231,393.33 falls within the range of reasonableness and is justified by the result achieved. The Court
27 awards and therefore ORDERS that the Settlement Administrator issue attorney's fees in the amount of
28 \$231,393.33 to GrahamHollis APC.

1 19. The Court finds that Class Counsel's request for actual and documented litigation costs
2 incurred in the amount of \$16,371.13 to be fair and reasonable. The Court awards and thus ORDERS that
3 the Settlement Administrator issue payment for actual and documented litigation costs incurred in the
4 amount of \$16,371.13 to GrahamHollis APC.

5 20. The Court finds that the request for Administration Expenses in the amount of \$6,990.00
6 is fair, reasonable, and appropriate. The Court awards and thus ORDERS that the Settlement
7 Administrator issue payment for Administration Expenses to Apex Class Action, LLC in the amount of
8 \$6,990.00.

9 21. The Court ORDERS that the amount remaining in the Net Settlement Amount, estimated
10 to be \$398,925.54, be issued to the Settlement Class Members based on their number of workweeks
11 worked during the Class Period, as defined by the Settlement Agreement. Waiting Time Penalty Subclass
12 Members will be credited with six (6) additional compensable workweeks.

13 22. Plaintiff's Motion for Final Approval is GRANTED.

14 23. Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court retains
15 exclusive and continuing jurisdiction over this action and the parties for the purposes of: (a) supervising
16 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
17 Order of Final Approval and Judgment; and (b) supervising distribution of amounts paid under this
18 Settlement.

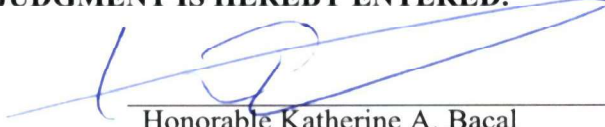
19 24. The Court sets a compliance hearing regarding the distribution of the Gross Settlement
20 Amount for _____ at _____ a.m./p.m. in Department C-63 of the San Diego
21 County Superior Court. At least 10 calendar days before the hearing, Class Counsel and the Settlement
22 Administrator shall submit a summary accounting of the Net Settlement Amount identifying distributions
23 made as ordered herein, the number and value of any uncashed checks, the status of any unresolved issues,
24 and any other matters appropriate to bring to the Court's attention. Counsel may appear at the compliance
25 hearing remotely.

26 25. Neither this Order, nor the resulting Judgment, may be construed as, or may be used as an
27 admission by or against Defendant of any fault, wrongdoing or liability, and shall not be construed as, or
28 deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Defendant may file in the Action or in any other proceeding this Order, the Settlement, or any other papers
2 and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
4 Released Class Claims and/or Released PAGA Claims.

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6 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

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8 Dated: 2/28/25


9 Honorable Katherine A. Bacal
10 Judge of the Superior Court
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