

DEC 05 2024

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

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

SUSAN M. DOMINGUEZ, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

FIDELITY NATIONAL MANAGEMENT
SERVICES, LLC, a Delaware Limited Liability
Company; LAWYERES TITLE COMPANY, a
California Corporation; and DOES 1 TO 50,

Defendants

Case Number: 30-2023-01317763-CU-OE-CXC

**Amended Revised ~~Proposed~~ Order Granting
Preliminary Approval of Class Action
Settlement**

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on November 22, 2024, in Department CX101, the Honorable William D. Cluster
3 presiding. The Court having considered the papers submitted in support of the application of the parties,

4 **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the *Class Action and PAGA Settlement Agreement and Class Notice* (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of
8 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used
9 herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth
10 in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
11 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$1,250,000.00**;
- 13 b. ~~The Class Representative enhancement payment to the named Plaintiff of~~
14 ~~**\$7,500.00**;~~
- 15 c. Court approved attorneys' fees to Class Counsel of up to ~~**\$416,666.67**~~, representing
16 one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to ~~**\$20,000.00**~~;
- 18 e. Fees and Costs of the Settlement Administrator of up to ~~**\$9,550.00**~~; and
- 19 f. A PAGA allocation of \$25,000.00, with ~~**\$75,000.00**~~ (i.e., 75%) payable to the
20 California Labor & Workforce Development Agency for its portion of the PAGA
21 penalties.

22 2. This Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for
24 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed
25 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)
26 the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class
27 Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class
28 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is

1 superior to individual litigation because common issues predominate over individual issues for
2 settlement purposes.

3 3. The Settlement falls within the range of reasonableness and appears to be presumptively
4 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
5 by this Court.

6 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
7 fees and costs to Class Counsel, and the Class Representative enhancement award should be finally
8 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
9 time set forth in the implementation schedule in Paragraph 13 below.

10 5. This Court approves, as to form and content, the Court Approved Notice of Class Action
11 Settlement and Hearing Date for Final Court Approval ("Class Notice"), in substantially the form
12 attached herein as **Exhibit 1**. The Court approves the procedure for Class Members to participate in, to
13 opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

14 6. The Court directs the mailing of the Class Notice by first class mail to the Class
15 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
16 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
17 meet the requirements of due process and provide the best notice practicable under the circumstances
18 and shall constitute due and sufficient notice to all persons entitled thereto.

19 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
20 only.

21 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
22 defined as follows: *all individuals who are or were employed by Defendants as non-exempt employees*
23 *in California during the period from April 10, 2019, through the date of preliminary approval of*
24 *settlement.* The Class Period is defined as the period of time beginning on April 10, 2019 through the
25 date of Preliminary Approval.

26 9. All Settlement Class members who do not timely opt out will release all claims arising
27 during the Class Period that were ~~alleged, or reasonably could have been alleged, based on the facts~~
28 ~~stated in the Operative Complaint, the PAGA Notice and the PAGA complaint, including, e.g., claims~~

1 for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1194.2, 1197, and
2 1198 and the Applicable Wage Order; (2) failure to pay all overtime wages in violation of Labor Code
3 sections 204, 510, 1194, and 1198, the Applicable Wage Order, and Code of Civil Procedure section
4 1021.5; (3) failure to provide rest periods and pay missed rest period premiums in violation of Labor
5 Code section 226.7 and the Applicable Wage Order; (4) failure to provide meal periods and pay missed
6 meal period premiums in violation of Labor Code sections 226.7 and 512, the Applicable Wage Order,
7 and Civil Code sections 3287(b) and 3289; (5) failure to maintain accurate employment records in
8 violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation
9 of Labor Code sections 200, 204, 210, 216, 218 and 218.5; (7) failure to pay all wages earned and
10 unpaid at separation in violation of Labor Code sections 201, 202, and 203; (8) failure to indemnify all
11 necessary business expenditures in violation of Labor Code sections 2802 and 2804; (9) failure to
12 furnish accurate itemized wage statements in violation of Labor Code sections 226 and 226.3;
13 (10) failure to pay sick leave in violation of Labor Code section 246; and (11) violations of California's
14 Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210). Except as set forth in Section 6.3 of
15 this Agreement, Participating Class Members do not release any other claims, including claims for
16 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
17 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
18 occurring outside the Class Period.

19 10. The Court confirms Plaintiff Susan M. Dominguez as Class Representative, Jonathan
20 Melmed and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

21 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

22 12. To facilitate administration of the Settlement pending final approval, the Court hereby
23 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
24 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
25 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
26 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
27 and the time for filing claims with the Settlement Administrator has elapsed.

28 13. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	December 9, 2024
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	December 23, 2024
c.	Deadline for Class Members to Postmark Requests for Exclusion	February 21, 2025
d.	Deadline for Class Members to submit any Objections to Settlement	February 21, 2025
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	March 21, 2025
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	April 3, 2025
g.	Final Approval and Fairness Hearing	April 25, 2025 at 9:00 a.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: 12-5-24

William D. Clark
Judge of the Superior Court, County of Orange

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 1801 Century Park East, Suite 850, Los Angeles, California 90067.

I declare that on the date hereof, December 2, 2024, I served the foregoing document(s) described as:

- **Amended Revised [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

By causing a true copy to be sent to the following individuals and/or parties:

Mark J. Payne

Mark.payne@troutman.com

Kristalyn F. Lee

Kristalyn.lee@troutman.com

TROUTMAN PEPPER HAMILTON

SANDERS LLP

5 Park Plaza, Suite 1400

Irvine, California 92614

[XX] BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused such document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on December 2, 2024, in San Diego, California.



Rachel Bray