

SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SHEILA LOPEZ, GEORGINA BAUTISTA,
and FE ADRIANO, Individually, and on
behalf of Plaintiffs and the Proposed FLSA
Collective and Class,

Plaintiffs,

v.

WILLISTON FINANCIAL GROUP, LLC, a
Delaware Limited Liability Company; WFG
NATIONAL TITLE INSURANCE
COMPANY, a Florida Corporation; MY
HOME, A WILLISTON FINANCIAL
GROUP COMPANY, LLC, a Delaware
Limited Liability Company; WFG
NATIONAL TITLE COMPANY, a
California Corporation; WFG NATIONAL
TITLE COMPANY OF WASHINGTON, a
business entity unknown; WFG NATIONAL
TITLE COMPANY OF TEXAS, LLC, a
business entity unknown; WFG LENDER
SERVICES, LLC, a business entity unknown;
and DOES 1-10, inclusive,

Case No.: 24CU015835C

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
SETTLEMENT AND JUDGMENT**

Hearing Date: May 2, 2025

Time: 10:15 a.m.

Dept.: C-66

Judge: Hon. Wendy M. Behan

Complaint Filed: October 8, 2024

Trial Date: None

1 The Motion for Order Granting Final Approval of Class Settlement (“Motion”) of Plaintiffs Sheila
2 Lopez, Georgina Bautista, and Fe Adriano (“Plaintiffs”) came before this Court on May 2, 2025 at 10:15
3 a.m. in Department C-66 before the Honorable Wendy M. Behan. The Motion was unopposed.

4 The Court, having considered Plaintiffs’ Motion, and the papers and arguments of counsel in
5 support thereof, and the law, and good cause having been shown, hereby **ORDERS** as follows:

6 1. **Definitions.** This Order and Judgment incorporates by reference the definitions in the
7 parties’ Settlement Agreement, and all capitalized terms used but not defined herein shall have the same
8 meaning as in the Settlement Agreement.

9 2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all
10 parties to the Action, including all Settlement Class Members, and venue in this Court is proper.

11 3. **Settlement Class.** Pursuant to Code of Civil Procedure section 382 and Rule of Court
12 3.769, the Court certifies, for settlement purposes only, the following Settlement Class:

13 All persons who have been employed by Defendants as hourly, non-exempt
14 employees, in the State of California at any time during the Class Period,
15 which is the time period from April 19, 2018 through March 1, 2024.

16 Pursuant to the Declaration of Kaylie O’Connor on Behalf of CPT Group, Inc. (“O’Connor
17 Decl.”), the Settlement Administrator, the Settlement Class consists of 887 unique Class Members, which
18 include 637 California Class Members, 371 California FLSA Collective Members, 251 Non-California
19 FLSA Collective Members, and 372 PAGA Group Members. (*See* O’Connor Decl. at ¶4.) The Court finds,
20 for settlement purposes only, that class certification under Code of Civil Procedure section 382 is
21 appropriate in that, in the settlement context: (1) the Settlement Class Members are so numerous that
22 joinder of all Settlement Class Members is impracticable; (2) there are questions of law and fact common
23 to the Settlement Class that predominate over any individual questions; (3) the claims of the Class
24 Representatives are typical of the claims of the Settlement Class; (4) the Class Representatives will fairly
25 andadequately represent and protect the interests of the Settlement Class Members because their interests
26 are co-extensive with those of the Settlement Class Members, and they have retained experienced counsel
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1 to represent them and the Settlement Class Members; and (5) a class action is superior to other available
2 methods for the fair and efficient adjudication of the controversy.

3 4. **Designation of Class Representatives and Class Counsel.** For purposes of this
4 Settlement, the Court designates Plaintiffs Sheila Lopez, Georgina Bautista and Fe Adriano as Class
5 Representatives for the Settlement Class and Sullivan & Yaeckel Law Group, APC, Omnum Law APC,
6 and Shavitz Law Group APC as Class Counsel for the Settlement Class.

7 5. **Settlement Approval.** Pursuant to Code of Civil Procedure Section 382 and Rule of Court
8 3.769, the Court hereby approves the Settlement set forth in the Settlement Agreement and finds that the
9 Settlement is, in all respects, fair, reasonable and adequate. The Court further finds that the Settlement is
10 the result of good faith, arm's-length negotiations between experienced counsel representing the interests
11 of the Parties.

12 For the same reasons, the Court grants final approval of the FLSA settlement.

13 Pursuant to California Labor Code § 2699(s)(2), the Court also approves the PAGA settlement.
14 The Settlement is fair, reasonable and adequate on all Class Members, Participating Collective Members,
15 and PAGA Members.

16 Accordingly, the Settlement is hereby finally approved in all respects, the settlement is binding on
17 all Class Members, Participating FLSA Collective Members, and PAGA Members, there is no just reason
18 for delay, and the Parties are directed to perform its terms.

19 6. **Releases.** The Releases set forth in Paragraph 43 of the Settlement Agreement, together
20 with the definitions in Paragraph 14.gg.-kk. relating thereto, are expressly incorporated herein in all
21 respects and made effective as of the date of this Order and Judgment. By entry of this Order, Class
22 Members forever and fully release the Released Parties from the Released Class Claims, PAGA Members
23 forever and fully release the Released Parties from the Released PAGA Claims. Class Members and
24 Collective Members who receive an Individual Settlement Payment shall release the Released Parties from
25 the Released FLSA Claims. As of the Effective Date, Plaintiffs fully release the Released Parties from
26 claims as described in Paragraphs 43 and 44 of the Settlement Agreement. The Released Class Claims,
27 Released FLSA Claims, and Released PAGA Claims are dismissed with prejudice.

1 7. **Approval of Class Notice.** The Court finds that the form and means of disseminating
2 notice to the Settlement Class as provided for in the Order Preliminarily Approving Settlement constituted
3 the best notice practicable under the circumstances and was directed to Settlement Class Members in
4 accordance with the Court's Order Preliminarily Approving Settlement. The notice provided due and
5 adequate notice of these proceedings to all Settlement Class Members entitled to such notice and satisfied
6 the requirements of Code Civil Procedure Section 382.

7 8. **Award of Attorneys' Fees and Reimbursement of Litigation Expenses.** Plaintiffs and
8 Class Counsel have moved for an award of attorneys' fees in the amount of \$350,000.00 and for
9 reimbursement of Class Counsel's actual costs incurred in this litigation in the total amount of \$44,444.42.
10 The Court has considered this application separately from the Motion for Final Approval of the Settlement.
11 The Court finds that an award of \$350,000.00 in attorneys' fees and reimbursement of \$44,444.42 in
12 litigation costs is fair and reasonable, and the Court approves of Class Counsel's attorneys' fees and costs
13 in these amounts.

14 9. **Plaintiff Enhancement Payment.** The Court further finds that the Enhancement Payment
15 in the amount of \$5,000.00 each for Plaintiffs Sheila Lopez, Georgina Bautista, and Fe Adriano is fair and
16 reasonable, and the Court approves of the Enhancement Payment in this amount. The Court directs the
17 Settlement Administrator to disburse the Enhancement Payments to Plaintiffs Sheila Lopez, Georgina
18 Bautista, and Fe Adriano as provided in the Settlement Agreement.

19 10. **Settlement Administration Costs.** The Settlement Administrator, CPT Group Inc., shall
20 be awarded \$16,500.00 for its reasonable fees and expenses incurred in the administration of the
21 Settlement.

22 11. **Dismissal with Prejudice.** The Court hereby dismisses this Action and the Released Class
23 Claims, the Released FLSA Claims, and Released PAGA Claims with prejudice as to the Plaintiffs, all
24 Settlement Class Members, and all Settlement Collective Members.

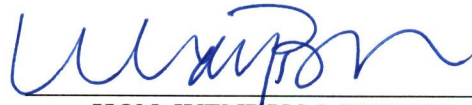
25 12. **Implementation of the Settlement Agreement.** The Parties are hereby authorized and
26 directed to implement the terms of the Settlement Agreement.
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1 13. **Entry of Final Judgment.** The Court finds that there is no just reason for delay and directs
2 immediate entry of this Order and Judgment by the Clerk of the Court.

3 14. **Continuing Jurisdiction.** Pursuant to Rule of Court 3.769(h), the Court retains jurisdiction
4 over the parties and over the implementation, administration, enforcement and interpretation of the
5 Settlement Agreement and this Order and Judgment as well as any and all matters arising out of, or related
6 to, the interpretation or implementation or enforcement of the Settlement.

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8 **IT IS SO ORDERED.**

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10 Dated: 5/15, 2025


HON. WENDY M. BEHAN
JUDGE OF THE SUPERIOR COURT