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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

SINDE TORRES and CRISTINA
GUERRERO, as individuals and on behalf
of all others similarly situated,

Plaintiffs,

vs.

FIDELITY NATIONAL MANAGEMENT
SERVICES, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23CV416377

[Assigned to the Hon. Charles F. Adams,
Department 7]

**DECLARATION OF SINDE TORRES IN
SUPPORT OF PLAINTIFFS’ MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 4, 2025
Time: 1:30 P.M.
Dept.: 7

Action Filed: May 23, 2023
Trial Date: Not Set

DECLARATION OF SINDE TORRES

I, Sinde Torres, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am a named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I have been employed by Defendant Fidelity National Management Services, LLC (“Defendant”) as a Senior Escrow Officer since about September 2022, at Defendant’s office located in California. I worked as an hourly, non-exempt employee and recently separated employment.

3. As part of my employment contract with Defendant, I was guaranteed an agreed upon wage. Before my contract expired, however, Defendant unilaterally decreased the amount paid to me.

4. In addition, during my employment I regularly earned non-discretionary pay, such as signing bonuses. During workweeks when I earned non-discretionary pay and overtime, Defendant did not pay overtime wages based on the regular rate of pay. As a result, I was not paid all overtime wages owed. To date, I have yet to receive all underpaid wages.

5. In addition, as a result of the underpayment of wages, the wage statements issued to me did not identify the correct hourly rates of pay, total hours worked, and gross and net wages earned.

6. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including meeting with them and providing them with documents and information. I have spent a significant amount of time meeting and/or conferring with my attorneys in connection with the assistance/prosecution of the class claims. I estimate that I spent at least 35-40 hours in connection with the assistance/prosecution of the class claims in this lawsuit. This includes having numerous telephonic discussions and meetings with my attorneys regarding the case, searching for and providing various documents relating to my claims like my contract and information regarding the bonuses I received, reviewing and preparing my declarations in this case, and reviewing various files and pleadings in this case, including the settlement agreement

in this case. Throughout this case, I have continuously been kept apprised of the status of this case.

7. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Settlement Class. As a Class Representative, I understand that it is my responsibility to act in the best interests of Settlement Class Members. I am not aware of any conflicts that exist between my interests and the interests of the Settlement Class that would impair or affect my ability to serve as representative for the Settlement Class.

8. I have and continue to be willing to assist in the investigation of this matter, including meeting, conferring, and discussing the case with my attorneys, providing any necessary information and documents, and making myself available for trial or any further proceedings in this matter as required to represent the interests of Settlement Class Members. I also understand my duties and responsibilities to the Settlement Class and will carry out those duties as necessary.

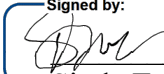
9. I have discussed the terms of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement") with my attorneys, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for myself and for the Settlement Class.

10. I understand that I could have been liable for Defendant's legal costs had Defendant prevailed. I also understand that this lawsuit was filed in the public court records.

11. I am proud of the results achieved in this case and the compensation that will be provided to the employees of Defendant because of the actions I have taken. I support this settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 12 day of August 2025, at Los Banos, California.

Signed by:

 Sinde Torres