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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 CRISTINA
GUERRERO IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 6, 2025

Time: 1:30 P.M.

Dept.: 7

Action Filed: May 23, 2023

Trial Date: Not Set

DECLARATION OF CRISTINA GUERRERO

I, Cristina Guerrero, 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 Junior Escrow Officer since about September 2022, at Defendant’s office located in California. I worked as an hourly, non-exempt employee.

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. 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 and not my own. I agree that I will not put my own interests ahead of those of the Settlement Class. Moreover, 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.

7. 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.

8. I have discussed the case with my attorneys on a number of occasions, provided information and documents to my attorneys to help with the prosecution of the case, and reviewed documents in the case, including the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"). I have spent many hours working on this case doing the tasks described above. I will provide a more detailed description of the time and energy I spent on this case in my declaration in support of final approval, to the extent that the Court grants preliminary approval, as requested.

9. I have discussed the terms of the 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 do not have any conflicts with the proposed cy pres recipient Legal Aid at Work. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 10th day of February 2025, at San Jose, California.

DocuSigned by:

Cristina Guerrero

Cristina Guerrero