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Attorneys for Plaintiff ANA LEMUS,
on behalf of herself and others

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

ANA L. LEMUS, an individual, on
behalf of herself and others similarly
situated,

Plaintiff,

v.

NATIONWIDE MUTUAL
INSURANCE COMPANY, an Ohio
corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: 23-CV-012222

CLASS ACTION

Assigned for All Purposes To:
Hon. Lauri Damrell

**NOTICE OF MOTION AND PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

*[Filed concurrently with Memorandum of Points
and Authorities; Declaration of Enoch J. Kim;
Declaration of Ana Lemus; Declaration of Michael
Sutherland; and [Proposed] Order]*

Date: May 23, 2025
Time: 9:00 a.m.
Dept.: 22

Original Complaint Filed: November 27, 2023
First Amended Complaint Filed: April 11, 2025
Trial Date: None Set

1 **TO THE COURT AND DEFENDANT AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on May 23, 2025, at 9:00 a.m. in Department 22 of the
3 Gordon D. Schaber County Courthouse of the Sacramento Superior Court located at 710 9th
4 Street, Sacramento CA 95814, Plaintiff ANA L. LEMUS (“Plaintiff”), on behalf of herself and
5 other similarly situated employees of Defendant NATIONWIDE MUTUAL INSURANCE CO.
6 (“Defendant”) (collectively, “the Parties”), will and hereby does move this Court pursuant to
7 California Code of Civil Procedure § 382 and California Rule of Court 3.769 for an order as
8 proposed:

- 9 (1) Preliminarily approving the terms of the Class Action and Private Attorneys General
10 Act Settlement and Release Agreement reached between Plaintiff and Defendant,
11 including granting preliminary certification, for settlement purposes only, of the
12 following class: “all non-exempt employees based in California and employed by
13 Nationwide at any time from July 17, 2019, through [...] April 14, 2025.”
14 (2) Approving the form of Notice of Class Action Settlement and procedure for
15 dissemination of notice to the class;
16 (3) Preliminarily appointing, for settlement purposes only, Class Counsel as counsel for
17 the Class;
18 (4) Preliminarily appointing, for settlement purposes only, Plaintiff as Class
19 representative;
20 (5) Appointing Apex Class Action as the Settlement Administrator; and
21 (6) Setting the final approval hearing.

22 Pursuant to Labor Code § 2699.3(b)(4), Plaintiff also seeks approval of the proposed
23 settlement’s allocation of funds to claims made under the Labor Code Private Attorneys General
24 Act of 2004 (“PAGA”).

25 Pursuant to the proposed Class Action and PAGA Settlement Agreement (“Settlement” or
26 “Settlement Agreement”), filed concurrently herewith, Defendant does not oppose the
27 preliminary approval of the class action settlement.

28 Under the terms of the Settlement, the Parties have agreed that all claims brought on

1 behalf of the Class Members shall be fully and finally resolved for the total sum of Eight Hundred
2 Eighty-Eight Thousand Five Hundred Sixty-Eight Dollars and Zero Cents (\$888,568.00) (“Gross
3 Settlement Amount”) to be paid on a non-reversionary basis. The amount remaining of the Gross
4 Settlement Amount after the following deductions have been made (“Net Settlement Amount”)
5 shall be available for distribution to Class Members who do not opt out of the settlement:

- 6 • not more than 35% of the Gross Settlement Amount, i.e., Three Hundred Ten
7 Thousand Nine Hundred Ninety Eight Dollars and Eighty Cents (\$310,998.80) to
8 Class Counsel for attorneys’ fees, and not more than Twenty-Five Thousand
9 Dollars and Zero Cents (\$25,000.00) to Class Counsel for litigation costs;
- 10 • not more than Eleven Thousand Eight Hundred Eighty Dollars and Zero Cents
11 (\$11,880.00) for the Settlement Administration Costs;
- 12 • not more than Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff as a
13 Class Representative Enhancement Payment; and
- 14 • Fifty Thousand Dollars and Zero Cents (\$50,000) for civil penalties under the
15 PAGA, where 75% (37,500.00) will be paid to the LWDA and 25% (\$12,500.00)
16 will be paid to PAGA Group Members for their Individual PAGA Payments.

17 This Notice of Motion and Motion is based on the grounds that this is a fair and
18 reasonable settlement that benefits the class and was the product of informed, non-collusive
19 negotiations by the parties who were represented by experienced and able counsel. *See Dunk v.*
20 *Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex Litigation (Second
21 (1985)§ 30.44. The proposed settlement meets the legal standard for preliminary approval and is
22 in the best interests of the class; the proposed form of notice explains the settlement terms in a
23 clear and straightforward manner; the proposed procedures for notice provide the best practical
24 notice to the class; and Class Members will have an opportunity to participate in and/or object to
25 the settlement and/or opt-out of the settlement.

26 This Notice of Motion and Motion is based on this Notice, and the exhibits thereto
27 (including the Notice to Class Members), the accompanying Memorandum of Points and
28 Authorities, the Declaration of Enoch J. Kim, the Declaration of Ana L. Lemus, the pleadings,

1 records and files in the case, and such other further oral and documentary evidence which may be
2 submitted at or before the hearing on this Motion.

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4 Dated: May 1, 2025

Respectfully submitted,

5 D.LAW, INC.

6
7 By /s/ Enoch J. Kim

8 Emil Davtyan
9 David Yeremian
10 Alvin B. Lindsay
11 Enoch J. Kim
12 Antonia McKee
13 Attorneys for Plaintiff on behalf of herself
14 and others similarly situated
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