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on behalf of herself and others

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

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

16 Plaintiff,

17 v.

18 NATIONWIDE MUTUAL INSURANCE
COMPANY, an Ohio corporation; and DOES
19 1-50, inclusive,

20 Defendants.

Case No. 23-CV-012222

CLASS ACTION

Assigned for All Purposes To:

Hon. Lauri Damrell

Dept. 22

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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 **ORDER**

2 On May 23, 2025, this Court conducted a hearing on Plaintiff Ana Lemus’s Motion for
3 Preliminary Approval of Class Action and PAGA Settlement (the “Motion”). Having considered
4 the Motion and the points and authorities and declarations submitted in support of the Motion,
5 including the Class Action and Private Attorneys General Act Settlement and Release Agreement
6 (“Settlement Agreement” or “Settlement”) entered into by Plaintiff and Defendant Nationwide
7 Mutual Insurance Company (“Defendant” or “Nationwide”) (together the “Parties”), and GOOD
8 CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED, subject to the
9 following findings and orders:

10 1. This Order incorporates by reference the Settlement Agreement, and unless
11 indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in
12 the Settlement Agreement.

13 2. The Court finds on a preliminary basis that the settlement memorialized in the
14 Settlement Agreement appears to be the product of arm’s-length and informed negotiations, and
15 is fair, adequate, and reasonable, falls within the range of reasonableness, and therefore meets the
16 requirements for preliminary approval.

17 3. The Court further finds that Plaintiff conducted extensive investigation and
18 research, and that Plaintiff was able to reasonably evaluate her positions and the strengths and
19 weaknesses of her claims and her ability to certify them. Plaintiff has provided the Court with
20 enough information about the nature and magnitude of the claims being settled, as well as the
21 impediments to recovery, to make an independent assessment of the reasonableness of the terms
22 to which the Parties have agreed.

23 4. The Court preliminarily approves the Settlement, including all the terms and
24 conditions set forth therein and the Gross Settlement Amount and allocation of payments. The
25 Court finds on a preliminary basis that the Settlement Agreement attached to the Declaration of
26 Enoch J. Kim as Ex. 1 and hereby incorporated in full by reference as part of this Order is within
27 the range of reasonableness of a settlement that could ultimately be given final approval. The
28 Court preliminarily approves the proposed class action settlement and finds that it is “fair,

adequate, and reasonable” and justifies notice to class members and a final approval hearing. *Luckey v. Superior Court*, 228 Cal.App.4th 81, 93-94 (2014); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1807 (1996); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). The Settlement was reached through extensive arms-length negotiations, sufficient investigation and discovery allowed Class Counsel to act knowledgeably in reaching the Settlement, and Class Counsel is highly experienced in similar wage-and-hour class litigation. Accordingly, a presumption of fairness exists. *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 244-45 (2001). Preliminary approval of the class action settlement is also appropriate because the proposed non-reversionary settlement fund outlined in the Settlement is fair, adequate, and well within the range of reasonableness. The Court further approves the procedures for distribution of payments to Class Members, as set forth in the Settlement, as fair and reasonable.

5. The Court provisionally certifies, for settlement purposes only, the following class (“Class”):

All non-exempt employees based in California and employed by Nationwide at any time from July 17, 2019 through April 14, 2025.

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under Code of Civil Procedure section 382 in that: (1) the Class is ascertainable and so numerous that joinder is impractical; (2) there are questions of law and fact that are common to all Class Members which predominate over individualized issues; (3) Plaintiff’s claims are typical of the claims of the Class; (4) Plaintiff and Plaintiff’s counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court also concludes that the relief provided by the Settlement for the PAGA Group Members’ PAGA claims is fair and reasonable and is consistent with the underlying purpose of the statute to benefit the public. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021); Labor Code §2699(l).

8. The Court provisionally appoints, for settlement purposes only, Plaintiff as the class representative for the Settlement Class conditionally certified by this Order.

1 9. The Court provisionally appoints, for settlement purposes only, Plaintiff as PAGA
2 representative on behalf of the State of California and the PAGA Group Members.

3 10. The Court provisionally appoints, for settlement purposes only, David Yeremian,
4 Emil Davtyan, Alvin Lindsay, Enoch Kim, and Antonia McKee of D.Law, Inc. as Class Counsel.

5 11. The Court provisionally appoints Apex Class Action LLC as the Settlement
6 Administrator.

7 12. The Court approves, as to form and content, the Notice of Proposed Settlement and
8 Final Settlement Approval Hearing ("Class Notice"), attached as Exhibit A to this Order and
9 incorporated herein by reference. The Court further finds that the proposed method of
10 distribution of the Class Notice under the Settlement Agreement satisfies all constitutional due
11 process requirements and the requirements of Code of Civil Procedure § 382 and California Rules
12 of Court rule 3.766. The Court directs the mailing by First-Class U.S. mail, of the Class Notices
13 to Class Members in accordance with the schedule set forth below and the other procedures
14 described in the Settlement Agreement.

15 13. The Court approves the procedures for submitting a Request for Exclusion from
16 the class action portion of the Settlement and for submitting objections to the Settlement, as
17 described in Sections VI and VII of the Settlement Agreement and incorporated herein by
18 reference.

19 14. The Court sets a settlement hearing for final approval of the Settlement Agreement
20 on _____, at 9:00 a.m. in Department 22 of this Court ("Final Approval Hearing") to
21 determine whether the proposed settlement of this action is fair, reasonable and adequate and
22 should be finally approved. The Court will also consider at the Final Hearing whether
23 applications for Plaintiffs' attorneys' fees and costs and class representative enhancement award
24 to Plaintiff should be granted and, if so, in what amounts.

25 15. Pending the Final Approval Hearing, all proceedings in this Action, except those
26 proceedings necessary to implement and complete the Settlement and carry out or enforce the
27 terms and conditions of the Settlement Agreement and this Order, and enter the Final Order and
28 Judgment, are stayed.

16. The Court orders the following implementation schedule:

Last day for Defendant to provide the Class Data to the Settlement Administrator	_____ (30 days after entry of the Court's Preliminary Approval Order)
Last day for Settlement Administrator to mail Class Notice to Class Members	_____ (14 days after Defendant provides Class Data to Settlement Administrator)
Response Deadline – Deadline to Submit Objections and Requests for Exclusion	_____ (60 days after Class Notices are mailed)
Last day to file and serve the Motion for Final Approval of Class and Representative Action Settlement	_____, 2025
Final Approval Hearing	_____, 2025 at 9:00 a.m. in Department 22.

17. Should for any reason the Settlement not be finally approved, the fact that the Court certified the Class shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context. In the event Final Approval is denied, this Order will be null and void. No class will be certified and all other orders contained herein will be null and void.

18. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: _____

HON. LAURI A. DAMRELL