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on behalf of herself and others

**FILED**  
Superior Court of California  
County of Sacramento  
06/06/2025  
V. Aleman, Deputy

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

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

15  
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

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

Date: June 6, 2025  
Time: 10:30 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 and the Amendments thereto (“Settlement Agreement” or “Settlement”) entered into by Plaintiff  
7 and Defendant Nationwide Mutual Insurance Company (“Defendant” or “Nationwide”) (together  
8 the “Parties”), and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is  
9 GRANTED, subject to the 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 as amended, which is attached  
26 to the Second Supplemental Declaration of Antonia McKee as Ex. 4 and hereby incorporated in  
27 full by reference as part of this Order, is within the range of reasonableness of a settlement that  
28 could ultimately be given final approval. The Court preliminarily approves the proposed class

1 action settlement and finds that it is “fair, adequate, and reasonable” and justifies notice to class  
2 members and a final approval hearing. *Luckey v. Superior Court*, 228 Cal.App.4th 81, 93-94  
3 (2014); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1807 (1996); *Kullar v. Foot Locker*  
4 *Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). The Settlement was reached through extensive  
5 arms-length negotiations, sufficient investigation and discovery allowed Class Counsel to act  
6 knowledgeably in reaching the Settlement, and Class Counsel is highly experienced in similar  
7 wage-and-hour class litigation. Accordingly, a presumption of fairness exists. *Wershba v. Apple*  
8 *Computer, Inc.* 91 Cal.App.4th 224, 244-45 (2001). Preliminary approval of the class action  
9 settlement is also appropriate because the proposed non-reversionary settlement fund outlined in  
10 the Settlement is fair, adequate, and well within the range of reasonableness. The Court further  
11 approves the procedures for distribution of payments to Class Members, as set forth in the  
12 Settlement, as fair and reasonable.

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

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

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

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

27 8. The Court provisionally appoints, for settlement purposes only, Plaintiff as the  
28 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 November 7, 2025, 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.

