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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
**SEP 06 2016**  
ALAN CARLSON, Clerk of the Court  
BY S TURNER

Attorneys for Plaintiff and Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE

JAMILLE R. TRAVIS, individually and  
on behalf of all others similarly situated,

Plaintiff,

vs.

GUILD MORTGAGE COMPANY, a  
California corporation; and DOES 1 to  
100, inclusive,

Defendants.

Case No.: 30-2014-00727549-CU-OE-CXC

Honorable William D. Cluster

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

Date: August 5, 2016  
Time: 9:00 a.m.  
Dept.: CX102  
Civil Complex Center  
751 W. Santa Ana Blvd.  
Santa Ana, CA 92701

On June 9, 2014, Plaintiff Jamille R. Travis ("Plaintiff"), on behalf of herself and all others similarly situated, filed suit against Guild Mortgage Company ("Defendant," Plaintiff and Defendant are collectively referred to herein as the "Parties") in the Orange County Superior Court Complex Civil (the "Complaint"). The Complaint asserts claims under the California Labor Code for overtime, meal-and-rest break violations, derivative penalties, and a claim under the Private Attorneys General Act of 2004 (the "PAGA").

Only after extensive exchange of information, including the production of time and payroll records of Plaintiff and a Sample Group, two employee handbooks, exchange of how each party arrived at their respective damage calculations, the Parties participated in two private mediations before mediator Robert J. Kaplan (the first session was on April 3, 2015 and the

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1 second session was on January 5, 2016). The case settled three days after the second mediation  
2 was completed when the Parties accepted the mediator's proposal. On May 11, 2016, Plaintiff and  
3 Defendant, and their attorneys, executed the initial Joint Stipulation of Class Action Settlement  
4 and Release the ("Settlement Agreement"), setting forth the terms of the class settlement.  
5 Pursuant to the Court's August 5, 2016 Order, the Parties entered into a revised Settlement  
6 Agreement on August 25, 2016 in which they added language to the release as requested by the  
7 Court, notified Class Members to serve Notice of Objections to the Parties' counsel only and not  
8 to file same with the Court, and restructured the tax allocation relating to wages from 5% to 12 %.  
9 The revised Settlement Agreement was filed with the Court on August 25, 2016.

10 After reviewing the original moving papers, supplemental memorandum, supplemental  
11 declaration, revised Settlement Agreement, revised class notice, revised opt-out form, and all other  
12 papers and documents presented,

13 **IT IS HEREBY ORDERED:**

14 1. The Court hereby GRANTS preliminary approval of the terms and conditions  
15 contained in the revised Settlement Agreement. The Court preliminarily finds that the terms of the  
16 revised Settlement Agreement appear to be within the range of permissible approval, pursuant to  
17 the provisions of Section 382 of the California Code of Civil Procedure.

18 2. It appears to the Court on a preliminary basis that: (1) the settlement amount is fair  
19 and reasonable to the Settlement Class when balanced against the probable outcome of further  
20 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
21 significant discovery, investigation, research, and litigation have been conducted such that counsel  
22 for the Parties are able to reasonably evaluate their respective positions at this time; (3) settlement  
23 at this time will avoid substantial costs, delay, and risks that would be presented by the further  
24 pursuit of litigation; and (4) the proposed settlement has been reached as the result of intensive,  
25 serious, and non-collusive negotiations between the Parties. Accordingly, the Court preliminarily  
26 finds that the revised Settlement Agreement was entered into in good faith.

27 3. The Court hereby GRANTS conditional certification of the Settlement Class in  
28 accordance with the revised Settlement Agreement for the purpose of this class settlement only.

1 The Settlement Class is defined as “all persons employed by Defendant as Loan Processors from  
2 June 9, 2010, up through and including December 31, 2015.”

3 4. The Court hereby authorizes the retention of Phoenix Settlement Administrators as  
4 the Claims Administrator for the purpose of this settlement.

5 5. The Court hereby conditionally finds that Brian D. Chase and Jerusalem F.  
6 Beligan of Bisnar|Chase LLP may act as Class Counsel for the Settlement Class, and that Plaintiff  
7 may act as Class Representative for the Settlement Class.

8 6. The Court hereby APPROVES the Notice of Settlement (the “Notice”) attached  
9 hereto as **EXHIBIT 1-1**. For the convenience of the Court, a redline version of the Notice is  
10 attached hereto as **EXHIBIT 1-2** for comparison. The Court finds that the Notice constitutes the  
11 best notice practicable under the circumstances and are in full compliance with the laws of the  
12 State of California, to the extent applicable, the United States Constitution, and the requirements  
13 of due process. The Court further finds that the Notice appears to fully and accurately inform the  
14 Class Members of all material elements of the revised Settlement Agreement, of the Class  
15 Members’ right to be excluded from the Settlement Class, and of each Class Member’s right and  
16 opportunity to object to the class settlement. The Notice shall be mailed via first class mail to the  
17 most recent known address of each Class Member no later than seventeen (17) calendar days from  
18 the date of preliminary approval.

19 7. The Court hereby APPROVES the proposed Claim Form to be used by Class  
20 Members who want to receive monies from the class settlement, attached hereto as **EXHIBIT 2**.  
21 The Class Members are required to submit claim forms in order to receive monies under the  
22 revised Settlement Agreement, and they will be paid and receive Individual Settlement Payments  
23 as calculated under ¶ 32 of the revised Settlement Agreement, unless the Class Member submits  
24 an opt-out form within 35 days after the Notice is initially mailed to Class Members or objects to  
25 the settlement.

26 8. The Court hereby APPROVES the proposed Exclusion Form to be used by Class  
27 Members who want to opt out of the class settlement, attached hereto as **EXHIBIT 3**. Any Class  
28 Member who submits a valid and timely Exclusion Form shall no longer be a member of the

1 Settlement Class, shall be barred from participating in the class settlement, and shall receive no  
2 benefit from the class settlement.

3 9. The Court further ORDERS that Class Counsel shall file the Motion for Final  
4 Approval of the Class Settlement and the Motion for Final Approval of the Fees and Expense  
5 Award and the Incentive Award, with the appropriate declarations and supporting evidence, by  
6 December 5, 2016 to be heard on December 21, 2016 ~~at 9:00 a.m.~~ at 1:30 p.m.

7 10. The Court further ORDERS that each Class Member, who does not request  
8 exclusion from the Class Settlement, shall be given a full opportunity to object to the proposed  
9 Settlement Agreement and to participate at the Final Approval Hearing, which the Court sets to  
10 commence on December 21, 2016 at ~~9:00 a.m.~~ 1:30 p.m. in Department CX102 of the Orange  
11 County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. Any Class  
12 Member seeking to object to the proposed class settlement shall serve a Notice of Objection on  
13 Class Counsel and Defendant's counsel no later than 35 days following the date on which the  
14 Claims Administrator first mails the Notice to Class Members. Any Class Member seeking to  
15 object to the proposed class settlement shall not file a Notice of Objection with the Court. Any  
16 Class Member who fails to serve a timely written Notice of Objection shall be foreclosed from  
17 objecting to the revised Settlement Agreement, unless otherwise ordered by the Court.

18 11. The Court further ORDERS that pending further order of this Court all  
19 proceedings in this action except those contemplated herein and in the revised Settlement  
20 Agreement are stayed.

21 12. The Court further ORDERS that to facilitate administration of this settlement, all  
22 Class Members who have not opted out or objected to this settlement, including Plaintiff, are  
23 hereby enjoined from filing or prosecuting any claims, cases, suits, or administrative proceedings  
24 regarding released claims unless and until such Class Member has submitted a valid and timely  
25 Exclusion Form or Notice of Objection.

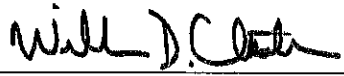
26 13. If the Court grants final approval, Class Members and their successors shall  
27 conclusively be deemed to have given a release, as set forth in the revised Settlement Agreement  
28 and Notice, against the released parties, and all Class Members and their successors shall be

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permanently enjoined and forever barred from asserting any released claims against the released parties. Notwithstanding the foregoing, the scope of these Released Claims is not meant to be and shall not be interpreted or understood to include any claim beyond the scope of res judicata in this Action.

**IT IS SO ORDERED.**

Dated: 9-6-16, 2016



HONORABLE WILLIAM D. CLASTER  
ORANGE COUNTY SUPERIOR COURT JUDGE