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6 Attorneys for Defendant
7 FIRST AMERICAN TITLE COMPANY

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF ORANGE

11 ROGER GRUENDER, an individual,
12 STEVE GOMEZ and TAMARA
CARDOSO, individuals on behalf of
13 themselves, and on behalf of all persons
similarly situated,

14 Plaintiffs,

15 vs.

16 FIRST AMERICAN TITLE COMPANY,
17 an insurance company licensed in California
with its principal place of business in
18 California, and Does 1 to 100,

19 Defendants.

Case No. 06 CC 00197

(Proposed) CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO:
JUDGE DAVID C. VELASQUEZ
DEPARTMENT CX101

**NOTICE OF ENTRY OF ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: 9/26/06
First Amended Complaint: 03/20/07
Trial Date: Not Se

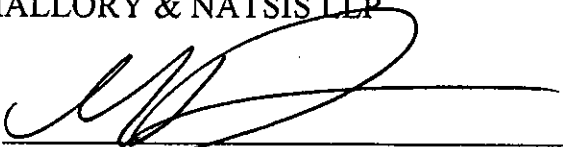
12/11
Final Approval
Hearing

1 TO: ALL INTERESTED PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on June 26, 2008, the Court entered an Order
3 Granting Preliminary Approval of Class Action Settlement. Attached hereto as Exhibit
4 "A" is a true and correct copy of that Order.

5 Dated: June 26, 2008

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

6
7 By: 

8 MICHELLE DANGLER

9 Attorneys for Defendant
10 First American Title Company

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Exhibit "A"

1 CLARK & MARKHAM
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 26 2008

ALAN SLATER, Clerk of the Court

C. Carr
BY C. CARR

5 AND CO-COUNSEL LISTED ON PAGE 2

6 Attorneys for Plaintiffs
ROGER GRUENDER, an individual, STEVE
7 GOMEZ and TAMARA CARDOSO, individuals on
behalf of themselves, and on behalf of all persons
8 similarly situated

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15 FIRST AMERICAN TITLE COMPANY

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 IN AND FOR THE COUNTY OF ORANGE
18

19 ROGER GRUENDER, an individual,
STEVE GOMEZ and TAMARA
20 CARDOSO, individuals on behalf of
themselves, and on behalf of all persons
21 similarly situated,

22 Plaintiffs,

23 vs.

24 FIRST AMERICAN TITLE COMPANY,
an insurance company licensed in California
25 with its principal place of business in
California, and Does 1 to 100,

26 Defendants.
27
28

Case No. 06 CC 00197

(Proposed) CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO:
JUDGE DAVID C. VELASQUEZ
DEPARTMENT CX101

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 26, 2008
Time: 1:30 p.m.
Dept.: CX101

Complaint Filed: 9/26/06
First Amended Complaint: 03/20/07
Trial Date: Not Set

1 Additional Co-Counsel for Plaintiffs:

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9 UNITED EMPLOYEES LAW GROUP
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18 ANDREW B. JONES (BAR NO. 76915)
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1 This matter came on for hearing on June 26, 2008, at 1:30 p.m., in
2 Department CX101 of the above-captioned court on the Parties' Joint Motion for an Order
3 of Preliminary Approval of Class Action Settlement, Conditional Certification of the Class
4 for Settlement Purposes Only, Setting Final Fairness Hearing and Approval of Class
5 Notice Thereon.¹

6 The Court, having fully reviewed the Joint Motion for Preliminary Approval of
7 Class Action Settlement, the supporting Points and Authorities and Declarations filed in
8 support thereof, including the Stipulation and Agreement for Class Action Settlement
9 ("Settlement Agreement"), the Notice of Class Action Settlement ("Notice to the Class")
10 and the Notice of Estimated Individual Settlement Payment forms, (attached as Exhibits to
11 the Settlement Agreement), and in recognition of the Court's duty to make a preliminary
12 determination as to the reasonableness of any proposed Class Action settlement, and if
13 preliminarily determined to be reasonable, to ensure proper notice is provided to Class
14 Members in accordance with due process requirements, and to set a Final Fairness Hearing
15 to consider the proposed Settlement as to the good faith, fairness, adequacy and
16 reasonableness of any proposed settlement,

17 THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND
18 ORDERS:

19 It appears to the Court on a preliminary basis that the settlement amount is fair and
20 reasonable to the Class when balanced against the probable outcome of further litigation
21 relating to class certification, liability and damages issues and potential appeals; it further
22 appears that significant investigation, research, and litigation has been conducted such that
23 counsel for the Parties at this time are able to reasonably evaluate their respective
24 positions; it further appears that settlement at this time will avoid substantial costs, delay
25 and risks that would be presented by the further prosecution of the litigation; it further
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28 ¹ Unless otherwise specifically defined in this Order, any capitalized terms herein are defined as set forth in the Stipulation and Agreement For Class Action Settlement.

1 appears that the proposed settlement has been reached as the result of intensive, serious
2 and non-collusive negotiations between the Parties.

3 ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR AN
4 ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS
5 HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE
6 COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED
7 FOR SETTLEMENT PURPOSES ONLY, AND THAT CLARK & MARKHAM,
8 BLUMENTHAL AND NORDREHAUG, UNITED EMPLOYEES LAW GROUP,
9 WAGNER & JONES, LLP, AND CORNWELL & SAMPLE, LLP, BE
10 CONDITIONALLY AND PRELIMINARY APPOINTED CLASS COUNSEL.
11 NOTHING IN THIS ORDER SHALL LIMIT THE RIGHTS AND/OR ABILITY OF
12 CLASS COUNSEL TO COMMUNICATE WITH OR REPRESENT THE
13 SETTLEMENT CLASS.

14 MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

15 1. The Court finds on a preliminary basis that the Settlement Agreement,
16 incorporated in full by this reference and made a part of this Order of Preliminary
17 Approval, appears to be within the range of reasonableness of a settlement which could
18 ultimately be given final approval by this Court. The Court preliminarily approves the
19 Parties' Common Fund Settlement in the amount of Eleven Million Dollars
20 (\$11,000,000.00). The Common Fund Settlement will be allocated as follows: a) Eight
21 Million, Ninety-Five Thousand Dollars (\$8,095,000.00) to the Net Common Fund;
22 b) Seventy-Five Thousand Dollars (\$75,000.00) to Enhancements; c) Thirty-Three
23 Thousand Dollars (\$33,000.00) to Claims Administration Costs; d) Two Million, Seven
24 Hundred and Fifty Thousand Dollars (\$2,750,000.00) to Attorneys' Fees; and
25 e) Forty-Seven Thousand Dollars (\$47,000.00) to Class Counsel's actual litigation costs.

26 2. The entirety of that Net Common Fund will be paid to the Class
27 Members who do not opt out of the Settlement. Any portion of the Net Common Fund
28 which is not distributed to Class Members within three hundred (300) days of the Effective

1 Settlement Date will be paid in Plaintiffs' Counsels' names to a *cy pres* (designated to be
2 the California Rural Legal Assistance Foundation).

3 3. The Class provisionally certified by this Order for settlement purposes
4 only includes those persons who were employed by First American Title Company in the
5 State of California during the period September 26, 2002 through March 31, 2008, in the
6 job position of title officer and who were classified as exempt from overtime wages,
7 except for Chief Title Officers who are not included in the Class.

8 4. The Court finds that the Notice to the Class set forth in the Settlement
9 Agreement comports with all constitutional requirements including those of due process.

10 5. The Court further finds that the proposed Notice to the Class and the
11 Notice of Estimated Individual Settlement Payment (attached as Exhibits to the Settlement
12 Agreement and collectively referred to as the "Notice Packet"), adequately advise the Class
13 about:

- 14 (a) the Class Action;
- 15 (b) the terms of the proposed Settlement and the benefits available
16 to each Class Member;
- 17 (c) each Class Member's right to object and/or to "opt out" and the
18 timing and procedures for doing so;
- 19 (d) the temporary and conditional certification of the Class for
20 settlement purposes only;
- 21 (e) preliminary Court approval of the proposed Settlement;
- 22 (f) timing and procedures for distributing the settlement funds to
23 the Class and/or a *cy pres*; and
- 24 (g) the date of the Final Fairness Hearing as well as the rights of
25 members of the Class to file documentation in support of or in
26 opposition to and appear in connection with said hearing.

27 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY
28 APPROVES THE PROPOSED NOTICES TO THE CLASS AND FINDS that mailing to

1 the last known address to members of the Class, as specifically described within the
2 Settlement Agreement, constitutes an effective method of notifying Class Members of their
3 rights with respect to the Class Action and proposed Settlement.

4 ACCORDINGLY, IT IS HEREBY ORDERED that:

5 6. Defendant shall within seven (7) days after entry and service of this
6 Preliminary Order provide the Claims Administrator with a Class List with last known
7 addresses and social security numbers. The Class List will also contain the aggregate
8 number of employee workweeks credited to each Class Member. Defendant shall also
9 within (7) days after entry and service of this Preliminary Order provide class counsel with
10 the same Class List without the Class Members' last known addresses and social security
11 numbers.

12 7. IT IS FURTHER ORDERED that the Claims Administrator shall,
13 within thirty (30) days after receiving the Class List and pursuant to the terms of the
14 Settlement Agreement, update all addresses using the National Change of Address System
15 (NCOA) and then mail the Notice Packet to the Class by First Class, regular U.S. mail,
16 postage pre-paid, using the most current mailing address available to Defendant. In the
17 event that a Notice Packet is returned to the Claims Administrator, with a forwarding
18 address, the Claims Administrator shall re-send the Notice Packet to the forwarding
19 address affixed thereto. If no forwarding address is provided, then the Claims
20 Administrator shall promptly conduct a "standard search," sometimes called "Skip Traces"
21 or "Credit Header" searches to locate a better address. If a better address is found, the
22 Claims Administrator will promptly re-send the Notice Packet. If the standard search does
23 not provide a better address or the Notice Packet is returned a second time without a
24 forwarding address, the Claims Administrator shall perform a manual "in-depth search" to
25 locate a better address. If a better address is found, the Claims Administrator will
26 promptly re-send the Notice Packet. If a Notice Packet is re-mailed to a better address, the
27 Class Member will have thirty (30) days after the re-mailing to postmark and deliver a
28 request for exclusion, an objection, or a dispute regarding weeks worked to the Claims

1 Administrator. In the event the Claims Administrator is unable to locate an updated
2 address, the Claims Administrator may retain a private investigator to locate the Class
3 Member. The private investigator shall be retained on a contingent basis with the cost (not
4 to exceed \$250.00) to be borne by any Class Member he/she locates and who does not
5 opt-out.

6 8. IT IS FURTHER ORDERED that any request for exclusion must be
7 postmarked or delivered no later than thirty (30) calendar days after the Notice Packet is
8 mailed to the Class Member (or re-mailed to the Class Member) and must be received by
9 the Claims Administrator to be valid. In no event shall the request for exclusion deadline
10 extend ninety (90) days past the initial mailing of the Notice Packet.

11 9. IT IS FURTHER ORDERED that any dispute submitted by a Class
12 Member regarding the weeks credited to that Class Member under the proposed Settlement
13 must be supported by satisfactory evidence and postmarked no later than thirty (30) days
14 after the date when the Notice Packet is mailed to the Class Member (or re-mailed to the
15 Class Member) to be considered. Evidence of the dates of employment with Defendant
16 alone will not constitute satisfactory evidence. The Claims Administrator must review all
17 disputes with the Parties in accordance with the terms of the proposed Settlement. The
18 Claims Administrator must send each Class Member written notice of the decision
19 regarding his or her dispute. In no event shall the dispute deadline extend ninety (90) days
20 past the initial mailing of the Notice Packet.

21 10. IT IS FURTHER ORDERED that objections to the proposed
22 Settlement by a Class Member shall be written and filed with the Superior Court of State
23 of California, County of Orange, Dept. CX101, with a copy served upon Class Counsel
24 and Defendant's Counsel, on or before thirty (30) days after the Notice Packet is mailed to
25 the Class Member (or re-mailed to the Class Member). Such objection shall state whether
26 the objecting Class Member intends to appear at the Final Fairness Hearing and state the
27 basis for the objection together with copies of all papers and briefs proposed to be
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1 submitted to the Court at the Final Fairness Hearing. In no event shall the objection
2 deadline extend ninety (90) days past the initial mailing of the Notice Packet.

3 11. IT IS FURTHER ORDERED that the Final Fairness Hearing shall be
4 held before the undersigned at 1:30 p.m. on **December 11, 2008**, in Department CX101 of
5 the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Bldg. 36,
6 Santa Ana, California 92701.

7 12. IT IS FURTHER ORDERED that pending final determination of
8 whether this proposed Settlement should be granted final approval, no member of the
9 Class, either directly or representatively, or in any other capacity, shall commence or
10 prosecute any action or proceeding asserting any of the Released Claims against the
11 Released Parties, as defined in the Settlement Agreement.

12 13. IT IS FURTHER ORDERED that any Party to this case, including
13 any Class Member, in person or by counsel, may be heard, to the extent allowed by the
14 Court, in support of or in opposition to the Court's determination of the good faith,
15 fairness, reasonableness and adequacy of the proposed Settlement, the requested attorneys'
16 fees and costs, the requested Named Plaintiff Enhancements, and any Order of Final
17 Approval and Judgment regarding such Settlement, fees, costs and enhancements;
18 provided, however, that no person, except Class Counsel and counsel for Defendant shall
19 be heard in opposition to such matters unless such person has complied with the conditions
20 set forth in the Notice to the Class.

21 14. IT IS FURTHER ORDERED that all briefs regarding the Settlement
22 shall be served and filed in accordance with the following briefing schedule: All briefs
23 and materials in support of an Order of Final Approval and application for attorneys' fees
24 and costs shall be filed with this Court on or before **November 14, 2008**, with all papers
25 served by overnight delivery. Any objections to the Settlement shall be filed and served in
26 accordance with the Settlement Agreement no later than thirty (30) days after the mailing
27 or re-mailing of the Notice Packets. However, in no event shall the right to opt-out or
28 object extend ninety (90) days past the initial mailing of the Notice Packets. Response

1 briefs, if any, in opposition to objections shall be filed with this Court no later than ten (10)
2 business days after the deadline for filing objections.

3 15. IT IS FURTHER ORDERED that in the event of the occurrence of
4 the Effective Settlement Date, as defined in the Settlement Agreement, all Class Members,
5 other than opt-outs, and their successors, shall conclusively be deemed to have given full
6 releases of the Released Claims against the Released Parties (as defined in the Settlement
7 Agreement), and to have waived the provisions of California Civil Code section 1542 with
8 respect to the Released Claims, and all Class Members, other than opt-outs, and their
9 successors, shall be permanently enjoined and forever barred from asserting any Released
10 Claims against any Released Party as described by the Settlement Agreement.

11 16. IT IS FURTHER ORDERED that if for any reason the Court does not
12 execute and file an Order of Final Approval and Judgment, or if the Effective Settlement
13 Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever,
14 the Settlement Agreement and the proposed Settlement which is the subject of this Order
15 and all evidence and proceedings had in connection therewith shall be without prejudice to
16 the status quo ante rights of the Parties to the litigation as more specifically set forth in the
17 Settlement Agreement.

18 17. IT IS FURTHER ORDERED that, pending further order of this Court,
19 all proceedings in this matter except those contemplated herein and in the Settlement
20 Agreement are stayed.

21 The Court expressly reserves the right to adjourn or continue the Final Fairness
22 Hearing from time to time without further notice to the Class.

23
24 IT IS SO ORDERED.

25
26 Dated: 6-26-08

DAVID C. VELASQUEZ

HONORABLE DAVID C. VELASQUEZ

1 PROOF OF SERVICE BY MAIL

2
3 STATE OF CALIFORNIA }
4 COUNTY OF ORANGE } ss.:

5 I am employed in the County of Orange, State of California. I am over the age of
6 18 and not a party to the within action. My business address is 1900 Main Street, Fifth
7 Floor, Irvine, California 92614-7321.

8 On June 26, 2008, I served on interested parties in said action the within:

9 **NOTICE OF ENTRY OF ORDER GRANTING PRELIMINARY
10 APPROVAL OF CLASS ACTION SETTLEMENT**

11 by placing a true copy thereof in sealed envelope(s) addressed as stated below.

12 David R. Markham, Esq.
13 Clark & Markham
14 401 West A Street, Suite 2200
15 San Diego, California 92101

Kyle Nordrehaug, Esq.
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16 Walter Haines, Esq.
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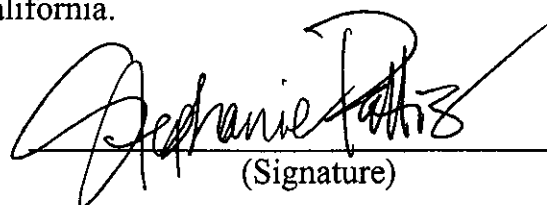
20 Stephen R. Cornwell, Esq.
21 Cornwell & Sample
22 7045 N. Fruit Avenue
23 Fresno, California 93711

24 I am readily familiar with this firm's practice of collection and processing
25 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
26 Service on that same day in the ordinary course of business. I am aware that on motion of
27 party served, service is presumed invalid if postal cancellation date or postage meter date
28 is more than 1 day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 26, 2008, at Irvine, California.

Stephanie Pattis
(Type or print name)



(Signature)