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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
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11 CHARLES RODRIGUEZ, an individual, on
12 behalf of himself and all others similarly
13 situated

14 Plaintiff,

15 vs.

16 US BANK NATIONAL ASSOCIATION, dba
17 US BANK; and DOES 1 through 100,
18 inclusive

19 Defendants.
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Case No. BC617356

Assigned To: Hon. Amy D. Hogue; Dept. 7

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; APPROVAL OF
CLASS NOTICE; GRANTING CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES AND SETTING OF FINAL
APPROVAL HEARING DATE**

Date: March 9, 2022

Time: 11:00 a.m.

Courtroom: 7

Complaint Filed: *April 15, 2016*

1 **[PROPOSED] ORDER**

2 Plaintiffs Charles Rodriguez, Ali Malik, and Atefeh Yousefi's ("Plaintiffs") Motion for
3 Preliminary Approval of Class Action Settlement came on for hearing before this court, the
4 Honorable Amy D. Hogue presiding, on _____, at _____. Defendant US
5 Bank National Association ("Defendant") did not oppose the Motion. The court having considered
6 the papers submitted in support of the motion and having heard oral argument of the parties hereby
7 finds and ORDERS as follows:

8 1. The Court hereby preliminarily approves the proposed class settlement (the
9 "Settlement") upon the terms and conditions set forth in the Joint Stipulation of Class and
10 Representative Action Settlement and Release ("Settlement Agreement") between Plaintiffs and
11 Defendant attached to the Declaration of Jason Hatcher as **Exhibit 1**. The Court finds that on a
12 preliminary basis the Settlement appears to be within the range of reasonableness necessary for
13 preliminary approval by the Court. It appears to the Court that the Settlement amount is fair,
14 adequate, and reasonable as to all potential members of the Settlement Class ("Settlement Class
15 Members") when balanced against the probable outcome of further and continued litigation and
16 ultimately relating to liability and damages issues. It further appears that investigation and research
17 has been conducted such that counsel for the parties at this time are reasonably able to evaluate their
18 respective positions. It further appears to the Court that the Settlement at this time will avoid
19 substantial additional costs by all parties, as well as the delay and risks that would be presented by
20 the further prosecution of this litigation. It appears that the final Settlement has been reached as a
21 result of intensive, conclusive, arm's length negotiations with the assistance of private mediator
22 Michael Loeb, Esq..

23 2. The proposed Settlement has been negotiated at arm's length and is preliminarily
24 determined to be fair, reasonable, and adequate and in the best interest of the Settlement Class as
25 defined above and in the Joint Stipulation of Class Action Settlement and Release.

26 3. The Court hereby conditionally certifies the Settlement Class consisting of the
27 following sub-classes:
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1 The “Retail Banking Settlement Class” which is defined as all individuals who were
2 employed by and performed work for U.S. Bank in any non-exempt retail banking
3 position in California at any time during the period from April 15, 2012 until April
4 24, 2021

5 and

6 The “Non-Retail Banking Settlement Class” which is defined as all individuals who
7 were employed by and performed work for U.S. Bank in any non-retail banking non-
8 exempt hourly position in California who at any time during the period from July 2,
9 2017 until April 24, 2021 (a) received overtime in the same workweek as
“AwardPrize”, “Best in Us”, “InvestInsur”, or “BuLineCls” pay, and/or (b) received
sick pay in the same workweek as “AwardPrize”, “Best in Us”, “InvestInsur”, or
“BuLineCls” pay and whose employment ended at any time between July 2, 2017
and April 24, 2021.

10 4. The class members shall have the opportunity to object to or request exclusion from
11 the settlement. If the settlement does not become final, the fact that the Parties were willing to
12 stipulate to certification of the class as part of the settlement shall have no bearing on, nor be
13 admissible in connection with, the issue of whether a class should be certified in a non-settlement
14 context.

15 5. The Court conditionally finds that, for the purposes of approving this settlement only,
16 the proposed Settlement Class meets the requirements of certification under California Code of Civil
17 Procedure §382: (a) the proposed Settlement Class is ascertainable and so numerous that joinder of
18 all Settlement Class Members is impracticable; (b) there are questions of law or fact common to the
19 proposed Settlement Class; (c) the claims of Jackie Solgan (the “Class Representative”) are typical
20 of the claims of the members of the proposed Settlement Class; (d) Plaintiff and her counsel have
21 and will fairly and adequately protect the interests of the proposed Class; and (e) a class action is
22 superior to the other available methods for and efficient resolution of this controversy.

23 6. The Court, for settlement purposes only, hereby designates and appoints Charles
24 Rodriguez, Ali Malik, and Atefeh Yousefi as the class representatives.

25 7. The Court, for settlement purposes only, hereby designates and appoints David P.
26 Myers, Robert M. Kitson, and Jason Hatcher of the Myers Law Group, A.P.C.; Larry Lee, Kristen
27 Agnew and Nick Rosenthal of Diversity Law Group, P.C. and William L. Marder of Polaris Law
28 Group, LLP as class counsel.

1 8. The Court hereby preliminarily approves the definition and disposition of the
2 Gross Settlement Amount and related matters provided in the Settlement Agreement.

3 9. The Court hereby preliminarily approves the definition and disposition of the Gross
4 Settlement Amount in the amount of Ten Million Seven Hundred Fifty Thousand Dollars
5 (\$10,750,000) as set forth in the Joint Stipulation of Class and Representative Action Settlement and
6 Release, the payment of attorneys' fees of one-third of the Gross Settlement Amount
7 (\$3,583,333.33); Cost award of up to Seventy Thousand Dollars (\$70,000.00); the cost to administer
8 the settlement up to Fifty Seven Thousand Five Hundred Dollars (\$57,500.00); Class Representative
9 Service Award for Plaintiff Rodriguez up to Twenty Thousand Dollars (\$20,000.00); Class
10 Representative Service Award for Plaintiff Malik up to Twenty Thousand Dollars (\$20,000.00); and
11 Class Representative Service Award for Plaintiff Yousefi up to Ten Thousand Dollars (\$10,000.00).
12 The Court's preliminary approval is subject to final review by the Court at the Final Approval
13 Hearing. At that time, the Court will approve the final amount of attorney's fees and costs, Class
14 Representative's Service Awards (based in part on a General Release), and Settlement
15 Administration Costs. If the Court decides to award less than the amounts set forth above, then the
16 unawarded class counsel fees, class counsel costs, administration costs, and/or Class Representative
17 Service Awards will become part of the Net Settlement Amount. No portion of the Net Settlement
18 Amount shall revert to the Defendant under any circumstance. It appears to the Court that this
19 Settlement is fair, reasonable, and adequate.

20 10. The Court hereby preliminarily approves the allocation of \$300,000.00 of the Gross
21 Settlement Amount to the alleged PAGA claims. Of this amount, 75% will be paid to the Labor and
22 Workforce Development Agency ("LWDA") and the remaining 25% will become part of the Net
23 Settlement Amount for distribution to the Class Members. At the Final Approval Hearing, the Court
24 will determine the sufficiency of the PAGA payment. If the Court decides to award less than the
25 amounts set forth by the Parties, the excess amount will become part of the available Net Class
26 Settlement Amount.

27 11. The Court will conduct the settlement hearing for final approval on _____
28 _____ at _____ a.m., in Department 7 of the State of California, Los Angeles County

Superior Court, 312 North Spring Street, Los Angeles, CA 90012, to determine all necessary matters concerning the settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved as fair, adequate and reasonable to the class members; and to finally approve Class Counsel's Attorney Fee Award and Cost Award, Plaintiffs' Class Representative Service Awards, Settlement Administration Costs, and PAGA Payment.

12. The Court hereby approves, as to form and content, the Class Notice (the "Notice") attached as Exhibit A to the Joint Stipulation of Class and Representative Action Settlement and Release. The Court finds that the distribution of the Notice substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled hereto.

13. The Court confirms and appoints Simpluris, Inc. as the Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to the class members the Notice by first class mail. The Notice is attached to the Joint Stipulation of Class and Representative Action Settlement and Release as Exhibit A. Defendant is to provide the Settlement Administrator with the class data within fifteen (15) calendar days after preliminary approval of the Settlement. The Settlement Administrator will then have ten (10) calendar days after preliminary approval of the Settlement to mail or cause to be mailed to the class members the Notice by first class mail using the procedures set forth in the Settlement Agreement.

14. Any Class Member who wishes to request exclusion from the settlement, as provided in the Notice, may do so by following the instructions for requesting exclusion from the settlement as set forth in the Notice and Settlement Agreement. Any such person who chooses to be excluded from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment thereon. Any written request for exclusion must be signed by each such person opting out. Class members who have not requested

1 exclusion shall become Settlement Class Members and shall be bound by all determinations of this
2 Court, by the Settlement Agreement, and by the Final Judgment.

3 15. Any class member may appear at the Final Approval Hearing and may object to or
4 express their views regarding the settlement, and may present evidence and file briefs or other
5 papers, that may be proper and relevant to the issues to be heard and determined by the Court as
6 provided in the Notice.

7 16. The Fourth Amended Complaint attached as Exhibit B to the to the Joint
8 Stipulation of Class and Representative Action Settlement and Release is deemed filed as of
9 the date of this Order.

10 17. All further proceedings in this action shall be stayed except such proceedings
11 necessary to review, approve, and implement this Settlement.

12 18. In the event the Settlement is not finally approved or terminated this Order shall be
13 rendered null and void, and shall be vacated, and the parties and the litigation shall return, and the
14 Court shall help facilitate such return to the extent necessary, to the same procedural posture as
15 existed before the parties entered the Settlement Agreement.

16 19. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and all dates provided for in the Settlement without further notice to the Class Members and
18 retains jurisdiction to consider all further applications arising out of or connected with the proposed
19 Settlement.

20
21 IT IS SO ORDERED:

22
23 Dated: _____

Honorable Amy D. Hogue

PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Ste. 100, Rancho Cucamonga, California 91730.

On November 29, 2021, I served the foregoing document described as **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; APPROVAL OF CLASS NOTICE; GRANTING CLASS CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTING OF FINAL APPROVAL HEARING DATE** on the interested parties in this action as follows:

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SERVICE BY EMAIL

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PROOF OF SERVICE

1 I am “readily familiar” with the firm’s practice of services of process. Under that
2 practice, this document would be deposited:

3 **(VIA E-SERVICE)** I caused the document(s) to be served by CASEANYWHERE
4 by transmitting a true and correct copy to CASEANYWHERE to serve the parties listed
5 above; and

6 **(BY EMAIL)** I caused the document(s) to be sent to the person(s) at the electronic
7 address(es) listed above.

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

10 Executed on November 29, 2021 at Rancho Cucamonga, California.

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12 _____
13 Yvonne Medina
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