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**FILED**  
Superior Court of California  
County of Los Angeles  
10/11/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By: A. Morales Deputy

Attorneys for Plaintiff Charles Rodriguez, on behalf  
of himself and all others similarly situated

Additional counsel listed on next page.

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

CHARLES RODRIGUEZ, an individual,  
on behalf of himself and all others similarly  
situated,

Plaintiff,

v.

U.S. BANK NATIONAL ASSOCIATION,  
dba U.S. Bank; and DOES 1 through 100,  
inclusive

Defendants.

Case No.: BC617356

**CLASS ACTION**

*Assigned to the Hon. Lawrence P. Riff, Dept. 7*

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND PAGA SETTLEMENT  
AND JUDGMENT THEREON**

Date: October 10, 2022

Time: 11:00 a.m.

Dept.: 7

Action Filed: April 15, 2016

4<sup>th</sup> Amend. Cmplt. Filed: June 6, 2022

Trial Date: Not Set

Related Case: 19STCV17516

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13 Attorneys for Plaintiff Ali Malik, Atefeh Yousefi,  
14 and all others similarly situated.

1 Plaintiffs Charles Rodriguez, Ali Malik, and Atefeh Yousefi (collectively, “Plaintiffs”) and  
2 the settling Defendant U.S. Bank National Association (“Defendant”) (together with Plaintiffs, the  
3 “Parties”) have entered into the Joint Stipulation of Class and Representative Action Settlement and  
4 Release (“Settlement Agreement”) to settle the above-captioned class action subject to the Court’s  
5 approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class  
7 Action and PAGA Settlement, including approval of the Service Awards for the Class  
8 Representatives and Class Counsel’s application for a Fee and Expense Award. The Court has read,  
9 heard, and considered all the pleadings and documents submitted, and the presentations made in  
10 connection with the Motion which came on for hearing on October 10, 2022.

11 **I. BACKGROUND**

12 Plaintiff Charles Rodriguez filed a class action complaint on April 15, 2016, in the Superior  
13 Court of California, County of Los Angeles, Case No. BC617356. Plaintiff Rodriguez’s Third  
14 Amended Complaint alleges claims for (1) Failure to Pay Minimum Wages, (2) Failure to Pay All  
15 Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5)  
16 Forced Forfeiture of Vacation Pay, (6) Failure to Pay All Wages Due at Separation, (7) Failure to  
17 Provide Accurate Wage Statements, (8) Record Keeping Violations, (9) Unfair Competition, (10)  
18 Declaratory Relief, (11) PAGA Civil Penalties for All Underlying Alleged Labor Code Violations,  
19 and (12) PAGA Civil Penalties for Record Keeping Violations. Plaintiff Rodriguez’s Third  
20 Amended Complaint asserts these claims on behalf of himself and all other individuals who worked  
21 for Defendant in California as hourly nonexempt retail banking employees.

22 Plaintiff Ali Malik filed a class action complaint on February 1, 2019, in the Superior Court  
23 of California, County of San Mateo, Case No. 19CIV00693. The *Malik* Action contains overlapping  
24 putative class claims as alleged in the *Rodriguez* Action and was subsequently transferred to the  
25 Superior Court of California, County of Los Angeles as Case No. 19STCV17516. This Court  
26 deemed the *Malik* and *Rodriguez* matters related on August 2, 2019. The operative Complaint in the  
27 *Malik* Action alleges (1) Violations of Labor Code § 226.7 due to captive and non-duty free rest  
28 periods, (2) Violations of Labor Code § 226(a); and (3) a derivative Unfair Competition Law

1 Claim. Plaintiff Malik’s operative Complaint is filed on behalf of himself and all other individuals  
2 who worked for Defendant in California as non-exempt employees.

3 Plaintiff Atefeh Yousefi filed a class action complaint on July 2, 2020, in the Superior Court  
4 of California, County of San Diego, Case No. 37-2020-00022823-CU-OE-CTL. Plaintiff Yousefi’s  
5 complaint alleges claims for violation of Labor Code §§ 510 and 1194, Labor Code §§ 201-203,  
6 Labor Code § 226, and Business and Professions Code § 17200, *et seq.* Plaintiff Yousefi also  
7 asserted a claim for civil penalties under PAGA for the underlying alleged Labor Code violations.  
8 The *Yousefi* Action was removed to the U.S. District Court for the Southern District of California as  
9 Case No. 3:20-cv-01770-BAS-AGS on or about September 9, 2020. Plaintiff Yousefi’s operative  
10 Complaint is filed on behalf of herself and all other individuals who worked for Defendant in  
11 California as non-exempt employees who were paid overtime or sick pay and non-discretionary  
12 wages in the same workweek.

13 On June 6, 2022, Plaintiffs filed a Fourth Amended Complaint in the instant Action, adding  
14 Ali Malik and Atefeh Yousefi as named plaintiffs, as well as the factual allegations and claims  
15 alleged in the operative complaints of the *Malik* and *Yousefi* Actions.

16 **A. The Class**

17 The “Class” consists of the following two sub-classes:

18 the “Retail Banking Settlement Class”, which is defined as all  
19 individuals who were employed by and performed work for U.S.  
20 Bank in any nonexempt retail banking position in California at any  
time during the period from April 15, 2012 until April 24, 2021

21 and

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

1 **B. Operation of the Settlement**

2 Pursuant to the Preliminary Approval Order dated June 1, 2022, this Court conditionally  
3 certified the Class for settlement purposes and granted preliminary approval to the Settlement. The  
4 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The  
5 Court entered the Preliminary Approval Order after review and consideration of all of the pleadings  
6 filed in connection herewith.

7 In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class  
8 Members via first class mail. The notice process was timely completed.

9 This Court finds that the Settlement appears to be the product of serious, informed, non-  
10 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential  
11 treatment to any individuals. The Court finds that the Settlement was entered into in good faith  
12 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement  
13 is fair, reasonable, and adequate and that Plaintiffs have satisfied the standards for final approval of  
14 a class action settlement under California law. Under the provisions of California Code of Civil  
15 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state  
16 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to  
17 certify a class for settlement purposes where:

18 [Q]uestions of law or fact common to the members of the class  
19 predominate over any questions affecting only individual members,  
20 and that a class action is superior to the available methods for the fair  
and efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

21 Certification of a settlement class is the appropriate judicial device under these circumstances.

22 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS  
23 FOLLOWS:

24 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
25 Settlement Agreement filed in this case.

26 2. The Court has jurisdiction over the subject matter of the litigation, the Class  
27 Representatives, the other members of the Settlement Class, and Defendant.

28 3. The Court finds that the dissemination of the Notice of Class Action Settlement

1 (“Class Notice”) as disseminated to the Class Members, constituted the best notice practicable under  
2 the circumstances to all persons within the definition of the Class, and fully met the requirements of  
3 California law and due process under the United States Constitution.

4 4. The Court approves the settlement of the above-captioned action, as set forth in the  
5 Settlement Agreement, as fair, just, reasonable, and adequate as to the Class. The Parties are  
6 directed to perform in accordance with the terms set forth in the Settlement Agreement.

7 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear  
8 their own costs and attorneys’ fees.

9 6. The Court hereby certifies the following Class for settlement purposes only: all  
10 individuals who were employed by and performed work for U.S. Bank in any nonexempt retail  
11 banking position in California at any time during the period from April 15, 2012 until April 24,  
12 2021 (“Retail Banking Settlement Class”); and all individuals who were employed by and  
13 performed work for U.S. Bank in any non-retail banking non-exempt hourly position in California  
14 who at any time during the period from July 2, 2017 until April 24, 2021 (a) received overtime in  
15 the same workweek as “AwardPrize”, “Best in Us”, “InvestInsur”, or “BuLineCls” pay, and/or (b)  
16 received sick pay in the same workweek as “AwardPrize”, “Best in Us”, “InvestInsur”, or  
17 “BuLineCls” pay and whose employment ended at any time between July 2, 2017 and April 24,  
18 2021 (“Non-Retail Banking Settlement Class”).

19 7. With respect to the Class and for purposes of approving the Settlement only and for  
20 no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable  
21 and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact  
22 common to the Class, and there is a well-defined community of interest among members of the  
23 Class with respect to the subject matter of the claims in the Action; (c) the claims of Class  
24 Representatives are typical of the claims of the members of the Class; (d) the Class Representatives  
25 have fairly and adequately protected the interests of the members of the Class; (e) a class action is  
26 superior to other available methods for an efficient adjudication of this controversy; and (f) the  
27 counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel  
28 for the Plaintiffs in their individual and representative capacities and for the Class.

1           8.       The Court orders Defendant to fund \$10,750,000.00 of the total Gross Settlement  
2 Amount, pursuant to the terms of the Settlement Agreement.

3           9.       The Court approves Plaintiffs' request for an award of the Class Representative  
4 Service Award in the amount of \$10,000.00 to Plaintiff Charles Rodriguez, \$10,000.00 to Plaintiff  
5 Ali Malik, and \$5,000.00 to Plaintiff Atefeh Yousefi, with payments pursuant to the terms of the  
6 Settlement Agreement.

7           10.      The Court approves Plaintiffs' Counsel's request for an award to Class Counsel for  
8 \$3,583,333.00 in attorneys' fees and \$64,390.84 in costs with payment pursuant to the terms of the  
9 Settlement Agreement. The Court finds such amounts are justified in light of the benefit obtained  
10 for the Class.

11          11.      The Court approves Plaintiffs' request for payment of the settlement administration  
12 costs to Simpluris, Inc. in the amount of \$56,500.00 with payment pursuant to the terms of the  
13 Settlement Agreement.

14          12.      The Court approves of the Individual Settlement Share and Individual PAGA  
15 Payment amounts, which will be distributed pursuant to the terms of the Settlement Agreement.

16          13.      The Court approves payment of the PAGA LWDA Amount to the California Labor  
17 and Workforce Development Agency in the amount of \$225,000, pursuant to the terms of the  
18 Settlement Agreement.

19          14.      Beth Ashley Serrano, Yolanda Andrade Peralez, Dora Luz Franco, Kartika E  
20 Widjaja, and Peter F. Pham are the five Class Members who submitted timely Requests for  
21 Exclusion and are not bound by the Retail Banking Class Released Claims and Non-Retail Banking  
22 Class Released Claims in the Settlement Agreement.

23          15.      All Participating Settlement Class Members release the Released Parties from the  
24 Retail Banking Class Released Claims and/or Non-Retail Banking Class Released Claims described  
25 in the Settlement Agreement, as applicable.

26          16.      All PAGA Group Members release the Released Parties from Retail Banking PAGA  
27 Released Claims and/or the Non-Retail Banking PAGA Released Claims described in the  
28 Settlement Agreement, as applicable.

1           17. Pursuant to the Order, funds and any accrued interest from uncashed checks will be  
2 remitted to the California State Controller's Office, Unclaimed Property Division, in the name of  
3 the applicable Class Member.

4           18. On or before July 17, 2023, Simpluris, Inc. shall provide a final accounting and  
5 report including the final distribution amount and the amount to be sent to the California State  
6 Controller's Office.

7           19. The Court hereby enters final judgment in this case in accordance with the terms of  
8 the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the  
9 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over  
10 the action and the Parties, including all Participating Settlement Class Members, for purposes of  
11 enforcing and interpreting this Order and the Settlement.

12           IT IS SO ORDERED AND ADJUDGED.

13  
14 DATED: 10/11/2022



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

HON. LAWRENCE P. RIFF  
SUPERIOR COURT OF CALIFORNIA

**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 October 10, 2022, I served the foregoing document described as **[PROPOSED]**  
**ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PAGA SETTLEMENT AND JUDGMENT THEREON** on the interested parties in this action as follows:

|                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| <p>Larry W. Lee<br/>lwlee@diversitylaw.com<br/>Kristen M. Agnew<br/>kagnew@diversitylaw.com<br/>Nicholas Rosenthal<br/>nrosenthal@diversitylaw.com<br/><b>DIVERSITY LAW GROUP, P.C.</b><br/>515 S. Figueroa Street, Suite 1250<br/>Los Angeles, CA 90071<br/><i>Attorneys for Plaintiff Ali Malik and Atefeh Yousefi</i><br/><b>SERVICE BY EMAIL</b></p> | <p>William L. Mader<br/>bill@polarislawgroup.com<br/><b>POLARIS LAW GROUP</b><br/>501 San Benito Street, Suite 200<br/>Hollister, CA 95023<br/><i>Attorneys for Plaintiff Ali Malik and Atefeh Yousefi</i><br/><b>SERVICE BY EMAIL</b></p>                                                           |

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

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

**PROOF OF SERVICE**

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

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

Executed on October 10, 2022 at Rancho Cucamonga, California.

  
\_\_\_\_\_  
Yvonne Medina