

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 7

BC617356

**CHARLES RODRIGUEZ VS US BANK NATIONAL
ASSOCIATION**

June 1, 2022

2:00 PM

Judge: Honorable Amy D. Hogue
Judicial Assistant: Alfredo Morales
Courtroom Assistant: Crystal Vargas

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The parties having submitted on the Court's tentative ruling, the Court now rules as follows:

The Motion for Preliminary Approval of Settlement filed by Charles Rodriguez on 11/29/2021 is Granted.

The Order Granting Motion for Preliminary Approval of Class Action Settlement is signed and filed this date.

Fairness Hearing (Final) is scheduled for 10/10/2022 at 11:00 AM in Department 7 at Spring Street Courthouse.

The deadline to file motion for final approval of settlement is 16 court days prior to the Final Fairness Hearing.

Clerk is to give notice.

Clerk's Certificate of Service By Electronic Service is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 06/01/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>A. Morales</u> Deputy
PLAINTIFF: Charles Rodriguez		
DEFENDANT: US Bank National Association		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: BC617356

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Minute Order _____ entered herein, on 06/01/2022, upon each party or counsel of record in the above entitled action, by electronically serving the document(s) on Case Anywhere at www.caseanywhere.com on 06/01/2022 from my place of business, Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012 in accordance with standard court practices.

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 06/01/2022

By: A. Morales
Deputy Clerk

FILED
Superior Court of California
County of Los Angeles

JUN 01 2022

Sherri R. Carter, Incoming Officer/Clerk
By Alfredo Morales deputy
ALFREDO MORALES

SUPERIOR COURT OF CALIFORNIA

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

**ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 1, 2022

Dept.: SSC-7

Time: 11:00 a.m.

I. BACKGROUND

This is a wage and hour class action. Plaintiff Rodriguez filed a class action complaint on April 15, 2016 in Los Angeles Superior Court, Case No. BC617356. Plaintiff Rodriguez's operative Third Amended Complaint alleges claims for (1) Failure to Pay Minimum Wages, (2) Failure to Pay All Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Forced Forfeiture of Vacation Pay, (6) Failure to Pay All Wages Due at Separation, (7) Failure to Provide Accurate

1 Wage Statements, (8) Record Keeping Violations, (9) Unfair Competition, (10)
2 Declaratory Relief, (11) PAGA Civil Penalties for All Underlying Alleged Labor Code
3 Violations, and (12) PAGA Civil Penalties for Record Keeping Violations.

4 Plaintiff Malik filed a class action complaint on February 1, 2019 in San Mateo
5 Superior Court, Case No. 19CIV00693, containing overlapping putative class claims as
6 alleged in the Rodriguez Action. The Malik Action was transferred to Los Angeles
7 Superior Court as Case No. 19STCV17516 and this Court deemed the Malik and
8 Rodriguez matters related on August 2, 2019. Id. The operative Complaint in the Malik
9 Action alleges (1) Violations of Labor Code §226.7 due to captive and non-duty free
10 rest periods, (2) Violations of Labor Code §226(a); and (3) a derivative Unfair
11 Competition Law Claim. Plaintiff Malik's operative Complaint is on behalf of himself
12 and all other individuals who worked for Defendant in California as non-exempt
13 employees.

14 Plaintiff Yousefi filed a class action complaint on July 2, 2020 in San Diego
15 Superior Court, Case No. 37-2020-00022823-CU-OE-CTL, alleging violations of Labor
16 Code §§510 and 1194, Labor Code §§201-203, Labor Code §226, Business and
17 Professions Code §17200, et seq. Plaintiff Yousefi also asserted a claim for civil
18 penalties under PAGA for the underlying alleged Labor Code violations. The Yousefi
19 matter was removed to the U.S. District Court for the Southern District of California as
20 Case No. 3:20-cv-01770-BAS-AGS on or about September 9, 2020

21 Counsel represents that Plaintiffs conducted investigation and discovery prior to
22 engaging in mediation. The parties engaged in all day unsuccessful global private
23 mediation with Michael Loeb, Esq. on April 28, 2021. Thereafter the parties continued
24 negotiations by and through mediator Loeb, and on or about May 21, 2021 the Parties
25 agreed to a settlement in principle. A fully executed copy of the settlement was filed

1 with the Court on November 29, 2021 attached to the Declaration of Jason Hatcher
2 (“Decl. Hatcher”) as Exhibit 1.

3 On March 8, 2022, the Court issued a “checklist” of items for the parties to
4 address and continued preliminary approval. In response, on May 6, 2022, the parties
5 filed a Supplemental Briefing (“Supp. Brief”), the Supplemental Declaration of Jason
6 Hatcher (“Decl. Hatcher”), and the Supplemental Declaration of Nick Rosenthal (“Decl.
7 Rosenthal”).

8 Now before the Court is Plaintiff’s motion for preliminary approval of the
9 settlement. For the reasons set forth below, the Court preliminarily grants approval for
10 the settlement.

11 **II. THE TERMS OF THE SETTLEMENT**

12 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

- 13 • “Settlement Class” and “Settlement Class Member(s)” means all individuals in
14 the each of the Settlement Class Member Sub-Classes. (Settlement Agreement,
15 ¶45)
 - 16 ○ There are approximately 13,431 unique Settlement Class Members
17 included in the settlement in total. (Supp. Brief, 19:14-15.)
- 18 • “Settlement Class Member Sub-Classes” means the following classes: (¶46)
 - 19 ○ The “Retail Banking Settlement Class” which is defined as all individuals
20 who were employed by and performed work for U.S. Bank in any non-
21 exempt retail banking position in California at any time during the period
22 from April 15, 2012 until April 24, 2021. (¶46.a)
 - 23 ■ “Retail Banking Class Period” means April 15, 2012 through April
24 24, 2021. (¶25)

- 1 ▪ There are 12,256 Retail Banking Settlement Class members.
2 (Supp. Brief, 19:16.)
- 3 ○ The "Non-Retail Banking Settlement Class" which is defined as all
4 individuals who were employed by and performed work for U.S. Bank in
5 any non-retail banking non-exempt hourly position in California who at
6 any time during the period from July 2, 2017 until April 24, 2021 (a)
7 received overtime in the same workweek as "AwardPrize", "Best in Us",
8 "InvestInsur", or "BuLineCls" pay, and/or (b) received sick pay in the
9 same workweek as "AwardPrize", "Best in Us", "InvestInsur", or
10 "BuLineCls" pay and whose employment ended at any time between July
11 2, 2017 and April 24, 2021. (§46.b)
 - 12 ▪ "Non-Retail Banking Class Period" means July 2, 2017 through
13 April 24, 2021. (§19)
 - 14 ▪ There are 1,567 Non-Retail Banking Settlement Class members.
15 (Supp. Brief, 19:17)
 - 16 ▪ "Tomlinson/Sharkey Employees" means each member of the Non-
17 Retail Banking Settlement Class who is also included in the
18 employee group at issue in the cases of *Tomlinson v. U.S. Bancorp*
19 *et al.*, Los Angeles County Superior Court Case No.
20 19STCV09493 and *Sharkey v. U.S. Bancorp et al.*, Los Angeles
21 County Superior Court Case No. 20STCV19049 (i.e., nonexempt
22 employees in the State of California who worked for one of
23 Defendant's Mortgage Processing Centers). (§47)
- 24 • "PAGA Group Members" means all individuals in each of the PAGA Group
25 Member Sub-Groups. (§26)

1 ○ There are 9,813 PAGA Group Members included in the settlement in
2 total. (Supp. Brief, 19:18.)

3 • "PAGA Group Member Sub-Groups" means the following groups: (¶27)

4 ○ The "Retail Banking PAGA Group means all individuals who were
5 employed by U.S. Bank in any non-exempt retail banking position in
6 California at any time during the period from April 5, 2015, until April
7 24, 2021. (¶27.a)

8 ▪ "Retail Banking PAGA Period" means April 5, 2015 through April
9 24, 2021. (¶37)

10 ▪ There are 8,392 Retail Banking PAGA Group members. (Supp.
11 Brief, 19:19.)

12 ○ The "Non-Retail Banking PAGA Group" means all individuals who were
13 employed by U.S. Bank in any non-retail banking non-exempt hourly
14 position in California who at any time during the period from May 19,
15 2019 until April 24, 2021 (a) received overtime in the same workweek as
16 "AwardPrize", "Best in Us", "InvestInsur", or "BuLineCls" pay, and/or (b)
17 received sick pay in the same workweek as "AwardPrize", "Best in Us",
18 "Investinsur", or "BuLineCls" pay and whose employment ended at any
19 time between May 19, 2019 and April 24, 6 2021. (¶27.b)

20 ▪ "Non-Retail Banking PAGA Period" means May 19, 2019 through
21 April 24, 2021. (¶20)

22 ▪ There are 1,421 Non-Retail Banking PAGA Group members.
23 (Supp. Brief, 19:20.)

24 If the number of total unique Participating Settlement Class Members exceeds
25 14,774 (which is 10% more than 13,431 individuals), then the Net Settlement Amount

1 shall increase by the same percentage that the number of total unique Participating
2 Settlement Class Members exceeds 14,774. For example, if the number of Participating
3 Settlement Class Members exceeds 14,774 by 2%, then the Net Settlement Amount will
4 increase by 2%.(¶61)

5 **B. THE MONETARY TERMS OF SETTLEMENT**

6 The essential monetary terms are as follows:

7 The Gross Settlement Amount (“GSA”) is **\$10,750,000** (¶13). This includes
8 payment of a PAGA penalty of \$300,000 to be paid 75% to the LWDA (\$225,000) and
9 25% to the Aggrieved Employees (\$75,000) (¶50).

10 The Net Settlement Class Amount (“NSCA”) (**\$6,689,166.67**) is the GSA less:

- 11 ○ Up to **\$3,583,333.33** (33%) for attorney fees (¶53);
 - 12 ■ Fee Split: 58.5% to Myers Law Group, A.P.C.; 20.5% to Diversity
 - 13 Law Group, P.C; 11% to Polaris Law Group, LLP; and 10% to
 - 14 Davtyan Law Firm (referring law firm). (Supp. Decl. Hatcher, Ex.
 - 15 C; Supp. Decl. Rosenthal, Ex. 2.)
- 16 ○ Up to **\$70,000** for attorney costs (¶53);
- 17 ○ Up to **\$50,000** for service awards to the class representatives (\$20,000 for
- 18 Plaintiff Charles Rodriguez; \$20,000 for Plaintiff Ali Malik; and \$10,000
- 19 for Plaintiff Atefeh Yousefi) (¶51);
- 20 ○ **\$300,000** as the PAGA Penalty (¶50); and
- 21 ○ Estimated **\$57,500** for settlement administration costs (¶52).

- 22 ● Defendant shall pay the employer's share of the payroll taxes separately from
- 23 and in addition to the Gross Settlement Amount. (¶13.i)
- 24 ● Assuming the Court approves all maximum requested deductions, approximately
- 25 \$6,689,166.67 will be available for automatic distribution to participating class

members. 10% of the NSCA is allocated to the Non-Retail Banking Settlement Class. Assuming full participation, the average settlement share of a Non-Retail Banking Settlement Class will be approximately \$426.88. [$\$668,917$ (10% of $\$6,689,166.67$ NSCA) $\div$ 1,567 Non-Retail Banking Settlement class members = $\$426.88$]. 90% of the NSCA is allocated to the Retail Banking Settlement Class. Assuming full participation, the average settlement share of a Retail Banking Settlement Class will be approximately \$491.21. [$\$6,020,250$ (90% of $\$6,689,166.67$ NSCA) $\div$ 12,256 Retail Banking Settlement class members = $\$491.21$.] In addition, each PAGA Member will receive a portion of the PAGA penalty ($\$75,000$ (25% of the $\$300,000$ total PAGA Penalty)). 10% of this amount is allocated to the Non-Retail Banking PAGA Group. Therefore, the estimated share to each Non-Retail Banking PAGA Group Members is \$5. [$\$7,500$ (10% of $\$75,000$ PAGA Penalty allocated to PAGA Group Members) $\div$ 1,421 Non-Retail Banking PAGA Group Members = $\$9.61$]. 90% of the PAGA Penalty allocated to PAGA Group Members is allocated to the Retail Banking PAGA Group. Therefore, the estimated share to each Retail Banking PAGA Group Members is \$8.04. [$\$67,500$ (90% of the $\$75,000$ PAGA Penalty allocated to PAGA Group Members) $\div$ 8,392 Retail Banking PAGA Group Members = $\$8.04$.]

- There is no Claim Requirement (§62).
- The settlement is not reversionary (§49).
- Individual Settlement Share Calculations: The Net Class Settlement Amount ("NCSA") will be split into two (2) funds: Fund 1 for the Retail Banking Settlement Class; and Fund 2 for the Non-Retail Banking Settlement Class. Fund 1 represents 90.00% of the NCSA and Fund 2 represents 10.00% of the NCSA. (§62)

1 ○ Retail Banking Settlement Class. Each Participating Retail Banking
2 Settlement Class Member's Individual Class Settlement Share shall be
3 calculated by (a) dividing Fund 1 by the total number of Pay Periods
4 worked by all Retail Banking Settlement Class Members during the Retail
5 Banking Class Period and (b) multiplying the result by the number of Pay
6 Periods the Participating Retail Banking Settlement Class Member
7 worked during the Retail Banking Class Period. (§62.a)

8 ○ Non-Retail Banking Settlement Class. Each Participating Non-Retail
9 Banking Settlement Class Member's Individual Class Settlement Share
10 shall be calculated by (a) dividing Fund 2 by the total number of Pay
11 Periods worked by all Non-Retail Banking Settlement Class Members
12 during the Non-Retail Banking Class Period and (b) multiplying the result
13 by the number of Pay Periods the Participating Non-Retail Banking
14 Settlement Class Member worked during the Non-Retail Banking Class
15 Period. (§62.b)

16 ▪ Tax Withholdings: 25% as wages, 75% as interest and penalties.
17 (§63)

18 • Individual PAGA Payment Calculations: The PAGA Group Members Amount
19 ("PGMA") will be split into two (2) funds: Fund A for the Retail Banking PAGA
20 Group and Fund B for the Non-Retail Banking PAGA Group. Fund A represents
21 90.00% of the PGMA and Fund B represents 10.00% of the PGMA. (§64)

22 ○ Retail Banking PAGA Group. Each Retail Banking PAGA Group
23 Member's Individual PAGA Payment shall be calculated by (a) dividing
24 Fund A by the total number of Pay Periods worked by all Retail Banking
25 PAGA Group Members during the Retail Banking PAGA Period and (b)

1 multiplying the result by the number of Pay Periods the Retail Banking
2 PAGA Group Member worked during the Retail Banking PAGA Period.
3 (§64.a)

- 4 ○ Non-Retail Banking PAGA Group. Each Non-Retail Banking PAGA
5 Group Member's Individual PAGA Payment shall be calculated by (a)
6 dividing Fund B by the total number of Pay Periods worked by all Non-
7 Retail Banking PAGA Group Members during the Non-Retail Banking
8 PAGA Period and (b) multiplying the result by the number of Pay Periods
9 the Non-Retail Banking PAGA Group Member worked during the Non-
10 Retail Banking PAGA Period. (§64.b)

- 11 ○ Tax Withholdings: 100% as penalties. (§65)

- 12 • Uncashed Checks: Those funds represented by checks returned as undeliverable,
13 and the funds which correspond with the settlement checks that are not
14 negotiated within one hundred and eighty (180) calendar days after issuance
15 shall be tendered, will be submitted by the Settlement Administrator to the State
16 of California's State Controller's Unclaimed Property Fund in the Class
17 Member's name. (§68)
- 18 • Funding Settlement: Defendant shall deposit into the Qualified Settlement
19 Account the Gross Settlement Amount and employer-side taxes on the wage
20 portion of the Individual Class Settlement Payments within ten (10) calendar
21 days after the occurrence of the latest of: (a) if no appeal of the final
22 approval/judgment is filed, 60 days after the Court enters an order granting final
23 approval of the Settlement and enters judgment, (b) if any appeal of the final
24 approval/judgment is filed, the date on which the Court of Appeal or Supreme
25 Court renders a final judgment affirming final approval/judgment or otherwise

1 resolves any such appeal in a way that does not materially alter the terms of the
2 settlement; and (c) seven (7) days after the later of the dates on which Plaintiff
3 Malik and Plaintiff Yousefi respectively sign the Settlement Agreement if not
4 revoked in writing by any of them before the expiration of the revocation period
5 in accordance with the Age Discrimination in Employment Act. (§49)

6 **C. TERMS OF RELEASES**

- 7 • Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
8 Administrator, and except as to such rights or claims as may be created by the
9 Settlement Agreement, each and every Participating Settlement Class Member, on
10 behalf of themselves and their heirs and assigns, shall release the Released Parties as
11 follows: All Retail Banking Settlement Class Members who do not submit a valid
12 letter requesting to be excluded from the Settlement (consistent with the terms set
13 forth in the Settlement Agreement) shall release the Released Parties from the Retail
14 Banking Class Released Claims. (§73.a). All Non-Retail Banking Settlement Class
15 Members who do not submit a valid letter requesting to be excluded from the
16 Settlement (consistent with the terms set forth in the Settlement Agreement) shall
17 release the Released Parties from the Non-Retail Banking Class Released Claims.
18 (§73.b) Notwithstanding Paragraph 73.b above, all Tomlinson/Sharkey Employees
19 shall release the Non-Retail Banking Class Released Claims as to the Released
20 Parties, except that, during the period from March 19, 2018 to April 24, 2021, under
21 this Settlement they shall be deemed to release only any and all claims, known or
22 unknown, for and/or relating to: the proper calculation of the regular rate of pay for
23 purposes of sick pay; the rate of payment for sick leave; and underpayment of sick
24 leave. The Tomlinson/Sharkey Employees shall be deemed to release all the Non-
25

1 Retail Banking Class Released Claims against the Released Parties through March 18,
2 7 2018. (§73.c)

- 3 ○ "Non-Retail Banking Class Released Claims" means any and all claims,
4 known or unknown, for and/or relating to: proper calculation of the regular
5 rate of pay, including for purposes of overtime pay and/or sick pay; the rate
6 of payment for sick leave; underpayment of sick leave; payment of wages
7 at termination; waiting time penalties; itemized wage statements and/or
8 accuracy of wage statements; unfair competition; any unpaid wages or
9 compensation related to any or all of the foregoing; any premium payments
10 related to any or all the foregoing; restitution for any of the foregoing; any
11 penalties, including statutory and civil penalties, related to any or all the
12 foregoing; attorneys' fees or costs related to any or all of the foregoing;
13 interest related to any of the foregoing; and/or any other damages or
14 amounts related to any or all of the foregoing. The release includes all
15 claims that were asserted in the complaint in Yousefi, that were asserted in
16 any and/or all of the letters sent to the LWDA by Yousefi, and/or that could
17 have been asserted in Yousefi based on the facts and/or allegations in the
18 Yousefi complaint. The release includes any and all claims pursuant to:
19 California Business and Professions Code section 17200 et seq.; California
20 Labor Code sections 200-204, 218.5, 218.6, 226, 226.3, 246-248.5, 510,
21 1194; the 21 California IWC Wage Orders; and the Fair Labor Standards
22 Act ("FLSA"). The release shall include all the above claims through April
23 24, 2021. (§18)
- 24 ○ "Retail Banking Class Released Claims" means any and all claims, known
25 or unknown, for and/or relating to: rest periods; meal periods; minimum

1 wages; overtime wages; pay for all hours worked, including but not limited
2 to alleged off-the-clock work; proper calculation of the regular rate of pay,
3 including for purposes of overtime pay and/or sick pay; the rate of payment
4 for sick leave; underpayment of sick leave; timeliness of wages; payment of
5 wages at termination; waiting time penalties; vacation pay; itemized wage
6 statements and/or accuracy of wage statements; provision of and/or
7 allowing for inspection/copying of personnel documents, signed
8 documents, payroll records, or any other records; recordkeeping; unfair
9 competition; any unpaid wages or compensation related to any or all of the
10 foregoing; any premium payments related to any or all the foregoing;
11 restitution for any of the foregoing; any penalties, including statutory and
12 civil penalties, related to any or all the foregoing; attorneys' fees or costs
13 related to any or all of the foregoing; interest related to any of the
14 foregoing; and/or any other damages or amounts related to any or all of the
15 foregoing. The release includes: all claims that were asserted in any and/or
16 all of the complaints in Rodriguez, Malik, and Yousefi; that were asserted
17 in any and/or all of the letters sent to the LWDA by Rodriguez, Malik, and
18 Yousefi; and/or that could have been asserted in Rodriguez, Malik, and
19 Yousefi based on the facts and/or allegations in any complaint in
20 Rodriguez, Malik, and Yousefi. The release includes any and all claims
21 pursuant to: California Business and Professions Code section 17200 et
22 seq.; California Labor Code sections 200-204, 218.5, 218.6, 226, 226.3,
23 226. 7, 227.3, 246-248.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and
24 1198.5; the California IWC Wage Orders; and the FLSA. The release shall
25 include all the above claims through April 24, 2021 (§36)

- Upon the date Defendant transfers the Gross Settlement Amount to the Settlement Administrator, and except as to such rights or claims as may be created by the Settlement Agreement, each and every PAGA Group Member, on behalf of themselves and their heirs and assigns, shall release the Released Parties as follows: All Retail Banking PAGA Group Class Members shall release the Released Parties from the Retail Banking PAGA Released Claims. (§74.a) All Non-Retail Banking PAGA Group Class Members shall release the Released Parties from the Non-Retail Banking PAGA Released Claims. (§74.b) Notwithstanding Paragraph 74.b above, all Tomlinson/Sharkey Employees shall release only claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. premised on: the proper calculation of the regular rate of pay for purposes of sick pay; the rate of payment for sick leave; and underpayment of sick leave against the Released Parties. (§74.c)
 - "Non-Retail Banking PAGA Released Claims" means any and all claims, known and unknown, for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., that were asserted in the complaint in Yousefi, that were asserted in any and/or all of the letters sent to the LWDA by Y Yousefi, and/or that could have been asserted in Yousefi based on the facts and/or allegations in the Yousefi complaint or LWDA letters. The release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 200-204, 218.5, 218.6, 226, 226.3, 246-248.5, 510, and 1194; proper calculation of the regular rate of pay, including for purposes of overtime pay and/or sick pay; the rate of payment for sick leave;

1 underpayment of sick leave; payment of wages at termination; waiting time
2 penalties; itemized wage statements and/or accuracy of wage statements;
3 and attorneys' fees or costs related to any or all of the foregoing. The
4 release shall include all the above claims through April 24, 2021. (§21)

- 5 ○ "Retail Banking PAGA Released Claims" means any and all claims, known
6 and unknown, for civil penalties under the California Labor Code Private
7 Attorneys General Act of 2004, Labor Code §§ 2698, et seq., that were
8 asserted in any and/or all of the complaints in Rodriguez, Malik, and
9 Yousef; that were asserted in any and/or all of the letters sent to the L
10 WDA by Rodriguez, Malik, and Yousefi; and/or that could have been
11 asserted in Rodriguez, Malik, and Yousef based on the facts and/or
12 allegations in any complaint and/or LWDA letter in Rodriguez, Malik, and
13 Yousefi. The release includes, but is not limited to, claims for PAGA civil
14 penalties premised on: California Labor Code sections 200-204, 218.5,
15 218.6, 226, 226.3, 226.7, 227.3, 246-248.5, 510, 512, 1194, 1194.2, 1197,
16 1197.1, 1198, and 1198.5; rest periods; meal periods; minimum wages;
17 overtime wages; pay for all hours worked, including but not limited to
18 alleged off-the-clock work; proper calculation of the regular rate of pay,
19 including for purposes of overtime pay and/or sick pay; the rate of payment
20 for sick leave; underpayment of sick leave; timeliness of wages; payment of
21 wages at termination; waiting time penalties; vacation pay; itemized wage
22 statements and/or accuracy of wage statements; provision of and/or
23 allowing for inspection/copying of personnel documents, signed
24 documents, payroll records, or any other records; recordkeeping; and
25

attorneys' fees or costs related to any or all of the foregoing. The release shall include all the above claims through April 24, 2021. (§38)

- "Released Parties" means Defendant; its parent or subsidiary corporations; each of their present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals; and any entities that Plaintiffs, any Settlement Class Member, and/or any PAGA Group Member may assert are joint employers with U.S. Bank. (§34)
- The named Plaintiffs will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542. (§§75-76)

D. SETTLEMENT ADMINISTRATION

- The proposed Settlement Administrator is Simpluris, Inc. (§43)
- Settlement administration costs are estimated to be \$57,500. (§52).
- Notice: The manner of giving notice is described below.
- "Response Deadline" means the deadline by which Settlement Class Members must postmark their request to be excluded from the Settlement or dispute of information in the Notice of Settlement, via mail, to the Settlement Administrator. The Response Deadline is also the deadline by which Settlement Class Members must mail any objections to Counsel for the Parties and the Settlement Administrator. The Response Deadline shall be forty-five (45) calendar days from the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 45th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. (§40) The Response Deadline for any Settlement Class Member

1 who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar
2 days from the original Response Deadline. (§54.c)

- 3 ○ If ten percent (10%) or more of the Settlement Class Members opt out, then
4 Defendant shall have the right to void the Settlement Agreement. (§56.e)

5 **III. SETTLEMENT STANDARDS AND PROCEDURE**

6
7 California Rules of Court, rule 3.769(a) provides: “A settlement or compromise
8 of an entire class action, or of a cause of action in a class action, or as to a party,
9 requires the approval of the court after hearing.” “Any party to a settlement agreement
10 may serve and file a written notice of motion for preliminary approval of the settlement.
11 The settlement agreement and proposed notice to class members must be filed with the
12 motion, and the proposed order must be lodged with the motion.” See Cal. Rules of
13 Court, rule 3.769(c).

14 “In a class action lawsuit, the court undertakes the responsibility to assess
15 fairness in order to prevent fraud, collusion or unfairness to the class, the settlement or
16 dismissal of a class action. The purpose of the requirement [of court review] is the
17 protection of those class members, including the named plaintiffs, whose rights may not
18 have been given due regard by the negotiating parties.” *Consumer Advocacy Group,*
19 *Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal
20 quotation marks omitted]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
21 245, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018)
22 4 Cal. 5th 260 (“*Wershba*”), [Court needs to “scrutinize the proposed settlement
23 agreement to the extent necessary to reach a reasoned judgment that the agreement is
24 not the product of fraud or overreaching by, or collusion between, the negotiating
25

1 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all
2 concerned.”] [internal quotation marks omitted].

3 “The burden is on the proponent of the settlement to show that it is fair and
4 reasonable. However, “a presumption of fairness exists where: (1) the settlement is
5 reached through arm's-length bargaining; (2) investigation and discovery are sufficient
6 to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
7 litigation; and (4) the percentage of objectors is small.” *Wershba*, 91 Cal. App. 4th at
8 245 [citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802].

9 Notwithstanding an initial presumption of fairness, “the court should not give
10 rubber-stamp approval.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
11 116, 130 (“*Kullar*”). “[W]hen class certification is deferred to the settlement stage, a
12 more careful scrutiny of the fairness of the settlement is required.” *Carter v. City of*
13 *Los Angeles* (2014) 224 Cal.App.4th 808, 819. “To protect the interests of absent class
14 members, the court must independently and objectively analyze the evidence and
15 circumstances before it in order to determine whether the settlement is in the best
16 interests of those whose claims will be extinguished.” *Kullar*, 168 Cal. App. 4th at 130.
17 In that determination, the court should consider factors such as “the strength of
18 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation,
19 the risk of maintaining class action status through trial, the amount offered in
20 settlement, the extent of discovery completed and stage of the proceedings, the
21 experience and views of counsel, the presence of a governmental participant, and the
22 reaction of the class members to the proposed settlement.” *Id.* at 128. “Th[is] list of
23 factors is not exclusive, and the court is free to engage in a balancing and weighing of
24 factors depending on the circumstances of each case.” *Wershba*, 91 Cal. App. 4th at
25 245.

1 At the same time, “[a] settlement need not obtain 100 percent of the damages
2 sought in order to be fair and reasonable. Compromise is inherent and necessary in the
3 settlement process. Thus, even if ‘the relief afforded by the proposed settlement is
4 substantially narrower than it would be if the suits were to be successfully litigated,’
5 this is no bar to a class settlement because ‘the public interest may indeed be served by
6 a voluntary settlement in which each side gives ground in the interest of avoiding
7 litigation.’” *Id.* at 250.

8 9 **IV. ANALYSIS OF SETTLEMENT AGREEMENT**

10 **A. THERE IS A PRESUMPTION OF FAIRNESS**

11 The settlement is entitled to a presumption of fairness for the following reasons:

12 13 **1. The settlement was reached through arm’s-length bargaining**

14 On January 9, 2019, Plaintiff Rodriguez and Defendant engaged in a full-day
15 mediation session with mediator Michael Loeb, Esq. that did not result in settlement.
16 (Decl. Hatcher ¶¶6-7). On July 31, 2020, Plaintiff Malik participated in private
17 mediation with Defendant that was unsuccessful. (Decl. Rosenthal ¶6). The parties
18 engaged in all day unsuccessful global private mediation with Michael Loeb, Esq. on
19 April 28, 2021. (Decl. Hatcher ¶6; Decl. Rosenthal ¶4). Thereafter the parties continued
20 negotiations by and through mediator Loeb, and on or about May 21, 2021 the Parties
21 agreed to a settlement in principle. (*Ibid.*)

22 23 **2. The investigation and discovery were sufficient**

24 Counsel represents that Plaintiffs conducted investigation and discovery as
25 follows:

1 Plaintiff Rodriguez conducted three separate Person Most Knowledgeable
2 (“PMK”) depositions and Plaintiff Rodriguez was deposed on three separate days; served
3 Five Sets of Special Interrogatories; Four Sets of Request for Document Production;
4 Supplemental Interrogatory and Document Requests; and a Form Interrogatory
5 Employment Set One, which produced over a thousand pages of documents related to the
6 policies and practices at-issue as well as payroll records and timekeeping records; and
7 engaged a Belaire-West style notice to obtain the contact information of approximately
8 6,000 putative class members and then used this information to perform surveys of
9 putative class members’ experience related to the wage and hour claims alleged. (Decl.
10 Hatcher at ¶¶ 7-8; Supp. Brief, pgs. 1-6.)

11 Plaintiff Malik conducted two separate PMK depositions and was deposed and
12 served two rounds of written discovery, which discovery produced thousands of pages of
13 documents related to the policies and practices at-issue as well as payroll records and
14 timekeeping records. (Decl. Rosenthal, ¶3; Supp. Brief, pgs. 1-6.)

15 In the Yousefi matter there was an exchange of Initial Disclosures pursuant to Fed.
16 R. Civ. Proc. Rule 26 and the parties attended a settlement conference. In addition to the
17 formal discovery in this matter, Defendant provided informal discovery that included
18 information relevant to prepare a damages model. (Decl. Hatcher ¶6-8); (Decl. Rosenthal
19 ¶¶5-6).

20 Counsel further represents that Plaintiff surveyed the putative members using the
21 pre-certification contact list which included non-work email addresses for over 900 class
22 members. Plaintiff Rodriguez used non-work email addresses to send two separate
23 Survey Monkey Questionnaires to PCM on (1) February 19, 2020 and March 5, 2020 for
24 the First Questionnaire and (2) November 7, 2020 for the Second Questionnaire. As of
25 April 28, 2021, approximately 231 PCM responded to the First Questionnaire and

1 approximately 197 PCM responded to the Second Questionnaire. (Supp. Decl. Hatcher
2 ¶5.) Counsel represents that these surveys were statistically significant. (Supp. Decl., 4:4-
3 12.)

4 This is sufficient to value the case for settlement purposes.

5 6 **3. Counsel is experienced in similar litigation**

7 Class Counsel represent that are experienced in class action litigation, including
8 wage and hour class actions. (Decl. Lee ¶¶ 3-6; Decl. Agnew ¶¶ 3-9; Decl. Hatcher ¶¶ 9,
9 8, 7, 4; Decl. Marder, ¶¶ 3-11; Decl. Rosenthal at ¶11, 18-19.)

10 **4. Percentage of the class objecting**

11 This cannot be determined until the final fairness hearing. Weil & Brown et al.,
12 Cal. Prac. Guide: Civ. Pro. Before Trial (The Rutter Group 2019) ¶ 14:139.18 [“Should
13 the court receive objections to the proposed settlement, it will consider and either sustain
14 or overrule them at the fairness hearing.”].

15 16 **B. THE SETTLEMENT MAY PRELIMINARILY BE CONSIDERED** 17 **FAIR, ADEQUATE, AND REASONABLE** 18

19 Notwithstanding a presumption of fairness, the settlement must be evaluated in its
20 entirety. The evaluation of any settlement requires factoring unknowns. “As the court
21 does when it approves a settlement as in good faith under Code of Civil Procedure
22 section 877.6, the court must at least satisfy itself that the class settlement is within the
23 ‘ballpark’ of reasonableness. See *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985)
24 38 Cal.3d 488, 499–500. While the court is not to try the case, it is ‘called upon to
25 consider and weigh the nature of the claim, the possible defenses, the situation of the

parties, and *the exercise of business judgment* in determining whether the proposed settlement is reasonable.’ (*City of Detroit v. Grinnell Corporation, supra*, 495 F.2d at p. 462, italics added.)” *Kullar*, 168 Cal.App.4th at 133 (emphasis in original).

1. Amount Offered in Settlement

The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Id.* at 130.)

Counsel has provided the following exposure analysis:

Violation	Realistic Exposure
Rest Periods	\$6,319,267
Meal Periods	\$2,292,502
Off-the-Clock Work	\$106,983,235
Unpaid Overtime	\$177,924.16
Vacation Pay	\$13,422.79
Waiting Time Penalties	\$40,268,381
Wage Statements	\$37,576,000
Record Keeping Claims	\$70,935.00
PAGA	\$22,295,761.15
Total	\$215,997,428.10

(Motion, pgs. 19-23; Supp. Brief, pgs. 7- 18.)

Class Counsel obtained a gross settlement valued at \$10,750,000. This is 5% of Defendants realistic exposure.

2. The Risks of Future Litigation

The case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any

1 recovery by the class members. Even if a class is certified, there is always a risk of
2 decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226
3 [“Our Supreme Court has recognized that trial courts should retain some flexibility in
4 conducting class actions, which means, under suitable circumstances, entertaining
5 successive motions on certification if the court subsequently discovers that the propriety
6 of a class action is not appropriate.”].) Further, the settlement was negotiated and
7 endorsed by Class Counsel who, as indicated above, are experienced in class action
8 litigation. Based upon their investigation and analysis, the attorneys representing
9 Plaintiff and the class are of the opinion that this settlement is fair, reasonable, and
10 adequate.

11 The Court also notes that Plaintiff brings a PAGA claim on behalf of the LWDA,
12 which has been served with a copy of the Settlement Agreement and has not yet objected.
13 Any objection by it will be considered at the final fairness hearing. (See Ntc. Of
14 Submission to LWDA and Exhibit A thereto.)

15 **3. The Releases Are Limited**

16 The Court has reviewed the Releases to be given by the absent class members and
17 the named Plaintiffs. The releases, described above, are tailored to the pleadings and
18 release only those claims in the pleadings. There is no general release by the absent
19 class. The named Plaintiffs’ general releases are appropriate given that each was
20 represented by counsel in its negotiation.

21 **4. Conclusion**

22 Class Counsel estimated Defendant’s maximum realistic exposure at
23 \$215,997,428.10. Class Counsel obtained a gross settlement valued at \$10,750,000. This
24 is 5% of Defendant’s realistic exposure, which, given the uncertain outcomes, including
25 the potential that the class might not be certified, that liability is a contested issue, and

1 that the full amount of penalties would not necessarily be assessed even if the class is
2 certified and liability found, the settlement is within the “ballpark of reasonableness.”

3 4 **C. CONDITIONAL CLASS CERTIFICATION MAY BE GRANTED**

5 A detailed analysis of the elements required for class certification is not required,
6 but it is advisable to review each element when a class is being conditionally certified.

7 *Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 591, 620, 622-627. The party
8 advocating class treatment must demonstrate the existence of an ascertainable and
9 sufficiently numerous class, a well-defined community of interest, and substantial
10 benefits from certification that render proceeding as a class superior to the alternatives.”
11 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.

12 **1. The Proposed Class is Numerous**

13 There are 13,431 putative Class Members, comprised of the Retail Banking
14 Settlement Class represents (approximately 11,864 individuals) and the Non-Retail
15 Banking Settlement Class represents (approximately 1,567 individuals.) (Motion,
16 26:10-12..) Numerosity is established. *Franchise Tax Bd. Limited Liability Corp. Tax*
17 *Refund Cases* (2018) 25 Cal.App.5th 369, 393: stating that the “*requirement that there*
18 *be many parties to a class action is liberally construed,*” and citing examples wherein
19 classes of as little as 10, *Bowles v. Superior Court* (1955) 44 Cal.2d 574, and 28,
20 *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, were upheld).

21 **2. The Proposed Class Is Ascertainable**

22 “A class is ascertainable, as would support certification under statute
23 governing class actions generally, when it is defined in terms of objective
24 characteristics and common transactional facts that make the ultimate identification
25

1 of class members possible when that identification becomes necessary.” *Noel v. Thrifty*
2 *Payless, Inc.* (2019) 7 Cal.5th 955, 961 (*Noel*).

3 The class is defined above. Class Members are ascertainable through
4 Defendant’s records. (Motion, 25:24-27.)

5 **3. There Is A Community of Interest**

6 “The community of interest requirement involves three factors: ‘(1) predominant
7 common questions of law or fact; (2) class representatives with claims or defenses typical
8 of the class; and (3) class representatives who can adequately represent the class.’”
9 *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

10 Plaintiffs assert that common questions of law and fact exist among the Settlement
11 Class because these Actions focus on the Defendant’s allegedly systematic course of
12 illegal employment and payroll practices and policies, which were applied to all Class
13 Members and that these common questions among the Settlement Class predominate over
14 individual issues thus warranting adjudication of the underlying claims by representation
15 (Motion, pg. 26:23-17:6.)

16 As to typicality, counsel contend that all Plaintiffs worked pursuant to Defendant’s
17 corporate policies and pay practices, or alleged lack thereof, applicable to Defendant’s
18 California-based retail banking and non-retail banking employees and because each Class
19 Member would be required to demonstrate the same elements in order to recover on their
20 claims against Defendant, their interests are sufficiently aligned with Plaintiffs’ interest.
21 (Motion 27:12-27.)

22 As to adequacy, it is represented that the Plaintiffs are not antagonistic with the
23 class and are represented by competent counsel. (Motion, 28:7-23; Decl. Hatcher ¶¶9, 8,
24 7, 4, 14; Decl. Rosenthal ¶¶11, 15, 18-19; Decl. Rodriguez ¶¶ 14, 15, 6-11; Decl. Malik
25

¶¶ 10-11; Decl. Yousefi ¶¶ 7- 8; Decl. Lee ¶¶ 3-6; Decl. Agnew ¶¶ 3-9; Decl. Marder, ¶¶ 3-11.)

4. Substantial Benefits Exist

Given the relatively small size of the individual claims, a class action is superior to separate actions by the class members.

D. THE PROPOSED NOTICE PLAN MEETS THE REQUIREMENTS OF DUE PROCESS

The purpose of notice is to provide due process to absent class members. A practical approach is required, in which the circumstances of the case determine what forms of notice will adequately address due process concerns. *Noel*, 7 Cal.5th at 982. California Rules of Court, rule 3.766 (e) provides that in determining the manner of the notice, the court must consider: (1) the interests of the class; (2) the type of relief requested; (3) the stake of the individual class members; (4) the cost of notifying class members; (5) the resources of the parties; (6) the possible prejudice to class members who do not receive notice; and (7) the res judicata effect on class members.

1. Method of class notice

Within fifteen (15) calendar days after Preliminary Approval, Defendant shall provide the Class List to the Settlement Administrator. (¶54.a) Within ten (10) calendar days of receiving the Class List, the Settlement Administrator shall send the Notice of Settlement to all Settlement Class Members and PAGA Group Members via First Class U.S. Mail using the most current mailing addresses identified. The Settlement Administrator shall conduct reasonable verification measures relating to the addresses before the mailing.(¶54.b) Any Notice of Settlement returned to the Settlement

1 Administrator as non-deliverable on or before the Response Deadline shall be sent to the
2 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
3 Administrator shall promptly attempt to determine a correct address using a skip-trace, or
4 other search using the name, address and/or Social Security number of the Settlement
5 Class Member and/or PAGA Group Member involved, and shall re-mail the Notice of
6 Settlement. If after performing a skip-trace search, the Settlement Class Member's Notice
7 of Settlement is again returned to the Settlement Administrator as non-deliverable, that
8 Settlement Class Member will be deemed a Participating Settlement Class Member, and
9 the Settlement Administrator will have no further obligation to undertake efforts to obtain
10 an alternative address. (§54.c)

11 **2. Content of class notice.**

12 A copy of the proposed class notice is attached to the Settlement Agreement as
13 Exhibit A. The notice includes information such as: a summary of the litigation; the
14 nature of the settlement; the terms of the settlement agreement; the maximum
15 deductions to be made from the gross settlement amount (i.e., attorney fees and costs,
16 the enhancement award, and claims administration costs); the procedures and deadlines
17 for participating in, opting out of, or objecting to, the settlement; the consequences of
18 participating in, opting out of, or objecting to, the settlement; and the date, time, and
19 place of the final approval hearing. See Cal Rules of Court, rule 3.766(d). It is to be
20 given in both English and Spanish.

21 **3. Settlement Administration Costs**

22 Settlement administration costs are estimated at **\$57,500** including the cost of
23 notice. Prior to the time of the final fairness hearing, the settlement administrator must
24 submit a declaration attesting to the total costs incurred and anticipated to be incurred to
25 finalize the settlement for approval by the Court.

E. ATTORNEY FEES AND COSTS

California Rule of Court, rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136. In common fund cases, the court may use the percentage method. If sufficient information is provided a cross-check against the lodestar may be conducted. *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503. Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” *Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.

The question of class counsel’s entitlement to **\$3,583,333.33** (33%) in attorney fees will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. If a lodestar analysis is requested class counsel must provide the court with current market tested hourly rate information and billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought.

Class counsel should also be prepared to justify the costs sought (capped at **\$70,000**) by detailing how they were incurred.

1 **F. SERVICE AWARDS**

2 The Settlement Agreement provides for a service award of up to **\$50,000** to the
3 class representatives (\$20,000 for Plaintiff Charles Rodriguez; \$20,000 for Plaintiff Ali
4 Malik; and \$10,000 for Plaintiff Atefeh Yousefi). Trial courts should not sanction
5 enhancement awards of thousands of dollars with “nothing more than *pro forma* claims
6 as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly
7 more specificity, in the form of quantification of time and effort expended on the
8 litigation, and in the form of reasoned explanation of financial or other risks incurred by
9 the named plaintiffs, is required in order for the trial court to conclude that an
10 enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit . . .
11 .’” *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807,
12 italics and ellipsis in original.

13 The Court will decide the issue of the enhancement award at the time of final
14 approval.

15
16 **V. CONCLUSION AND ORDER**

17 The Court hereby:

- 18 (1) Grants preliminary approval of the settlement as fair, adequate, and
19 reasonable;
20 (2) Grants conditional class certification;
21 (3) Appoints Charles Rodriguez, Ali Malik, and Atefeh Yousefi, as Class
22 Representatives;
23 (4) Appoints The Myers Law Group, A.P.C.; Diversity Law Group, P.C.; and
24 Polaris Law Group LLP,. as Class Counsel;
25 (5) Appoints Simpluris, Inc. as Settlement Administrator;

1 (6) Approves the proposed notice plan; and

2 (7) Approves the proposed schedule of settlement proceedings as follows:

- 3 • Preliminary approval hearing: June 1, 2022
- 4 • Deadline for Defendant to provide class list to administrator: June 16, 2022
- 5 • Deadline for settlement administrator to mail notices: June 27, 2022
- 6 • Deadline for class members to opt out: August 11, 2022
- 7 • Deadline for class members to object: August 11, 2022
- 8 • Deadline for class counsel to file motion for final approval: Sixteen (16) court
- 9 days prior to final fairness hearing.
- 10 • Final fairness hearing: October 10, 2022, at 11:00 a.m.

11

12

13

14 Dated: JUN 01 2022


AMY D. HOGUE

15 Amy D. Hogue

16 Judge of the Superior Court

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