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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

HIROMI MEGURO, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

SILICON VALLEY BANK, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV369854

[Assigned to Hon. Sunil R. Kulkarni]

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

Date: September 29, 2022
Time: 1:30 p.m.
Department: 1

Complaint Filed: August 28, 2020

Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on July 25, 2022, and a hearing was held before this Court on September 29, 2022. Simon L. Yang of Diversity Law Group, P.C. appeared on behalf of Plaintiff, Hiromi Meguro, and Scott P. Jang of Jackson Lewis P.C. appeared for Defendant, Silicon Valley Bank.

I. RECITALS

1. On August 28, 2020, Plaintiff initiated this class and Labor Code Private Attorneys General Act of 2004 ("PAGA") action. The lawsuit seeks to remedy alleged underpayments of overtime and noncompliant wage statements. The overtime claim alleges Defendant at times fails to properly calculate employees' regular rates of pay. The wage statement claim alleges Defendant's wage statements fail to accurately itemize and show the overtime rate as 1.5 times the regular rate and also fail to accurately itemize and show the total hours worked. Defendant denies the allegations.

2. The Parties were able to negotiate the settlement terms in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement"). Pursuant to the Agreement's terms, on July 1, 2022, the Parties filed the operative First Amended Complaint to specify additional facts regarding Plaintiff's theories regarding Defendant's underpayment of overtime.

II. FINDINGS

3. The Court conditionally certifies the following Class: all hourly, non-exempt employees who are currently or have been employed by Defendant, Silicon Valley Bank, in the State of California and either (i) earned overtime wages and non-discretionary compensation, including incentives, bonuses, and non-cash awards, at any time from April 6, 2016, through January 7, 2022 (the "Class Period") or (ii) earned overtime wages at any time from April 6, 2019, through January 7, 2022 (the "PAGA Period");

4. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the uncertain outcome of further litigation relating to liability and damages issues. It

1 also appears that investigation, research, and proceedings have been conducted so that counsel for the
2 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
3 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
4 would be presented by the further prosecution of the action. It also appears that settlement has been
5 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

6 **III. ORDERS**

7 After considering the papers and evidence, arguments of counsel, and all other matters presented
8 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

9 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
10 Settlement (“Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and
11 reasonable to the Class.

12 6. The Court appoints and designates: (a) Plaintiff, Hiromi Meguro, as Class Representative,
13 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L. Marder of
14 Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the
15 Class with respect to all acts or consents required by, or which may be given, pursuant to the
16 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
17 Member may enter an appearance through his or her own counsel at such Class Member’s own expense.
18 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
19 represented by Class Counsel.

20 7. A final fairness hearing on the question of whether the proposed Agreement, the
21 allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the payment to the
22 Labor Workforce & Development Agency, and the Class Representative Award should be finally
23 approved as fair, reasonable, and adequate as to the members of the Class is set for
24 _____, 2022, at _____ in this Court.

25 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
26 (“Class Notice”), which is attached as Exhibit A to the Agreement and this Order. The Court finds that
27 distribution of the Class Notice to Class Members substantially in the manner and form set forth in the
28

Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

9. The Court appoints and designates Phoenix Settlement Administrators as the Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class Members using the procedures set forth in the Agreement.

10. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Agreement and Notice Packet and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Agreement or have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Notice Packet. Class Members who have not requested exclusion by submitting a valid and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

11. Any Class Member may object to the Agreement or express his or her views regarding the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the issues to be heard and determined by the Court as provided in the Notice Packet.

12. A Motion for Final Approval shall be filed by the Class Representatives no later than sixteen (16) court days before the final fairness hearing.

13. The Court reserves the right to adjourn or continue the date of the final fairness hearing and all dates provided for in the Agreement without further notice to the Class. The Court retains jurisdiction to consider all further applications arising out of or connected with the Agreement.

14. Should for whatever reason final approval is not granted, the fact that the Parties were willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement context.

IT IS SO ORDERED.

DATED: _____, 2022

THE HONORABLE SUNIL R. KULKARNI