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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

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

Plaintiff,

vs.

LANGUAGE LINE, LLC, a Delaware limited
liability company; LANGUAGE LINE
SERVICES, INC., a Delaware corporation;
LANGUAGE LINE PANAMA, LLC, a Delaware
limited liability company; LANGUAGE LINE
ON-SITE INTERPRETING, LLC, a Delaware
limited liability company; LANGUAGE LINE
DOMINICAN REPUBLIC, LLC, a Delaware
limited liability company; LANGUAGE LINE
COSTA RICA, LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV002715

[Assigned to Hon. Thomas W. Wills, Dept. 15]

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

Date: May 19, 2023 ~~April 28, 2023~~
Time: 8:30 a.m.
Department: 15

Complaint Filed: August 24, 2021

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on April 6, 2023, and a hearing was held before this Court on April 28, 2023.

3 **I. RECITALS**

4 1. On August 24, 2021, Plaintiff initiated this class action against Defendants Language
5 Line, LLC, Language Line Services, Inc., Language Line Panama, LLC, Language Line On-Site
6 Interpreting, LLC, Language Line Dominican Republic, LLC, and Language Line Costa Rica, LLC. The
7 operative complaint alleges Defendants failed to pay all minimum wages, overtime, and sick pay due,
8 failed to provide paid rest periods, failed to provide accurate itemized wage statements, and failed to
9 reimburse business expenses.

10 2. On November 10, 2022, the Parties attended mediation with Michael Loeb. With the
11 mediator's assistance and based on a mediator's proposal, the Parties were able to negotiate the
12 settlement terms in the Joint Stipulation of Class Action Settlement (the "Agreement").

13 **II. FINDINGS**

14 3. The Court conditionally certifies the following Class: all current and former interpreters
15 who worked for Defendants as independent contractors in the State of California from August 24, 2017,
16 through February 8, 2023 (the "Class Period").

17 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
18 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
19 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
20 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
21 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
22 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
23 also appears that investigation, research, and proceedings have been conducted so that counsel for the
24 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
25 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
26 would be presented by the further prosecution of the action. It also appears that settlement has been
27 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

1 **III. ORDERS**

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

4 5. The Court grants preliminary approval of the Joint Stipulation of Class Action Settlement
5 submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to the Class.

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

14 7. A final fairness hearing on the question of whether the proposed Agreement, the
15 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the Administration
16 Costs, and the Service Award should be finally approved as fair, reasonable, and adequate as to the
17 members of the Class is set for October 27, 2023, at 8:30 a.m. in this Court.

18 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
19 ("Class Notice"), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
20 the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and
21 this Order meets the requirements of due process and shall constitute due and sufficient notice to all
22 parties entitled thereto.

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

26 10. Any Class Member may choose to opt out of and be excluded from the settlement as
27 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
28 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or

1 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
2 signed by each such Class Member opting out and must otherwise comply with the requirements
3 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
4 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
5 Judgment.

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

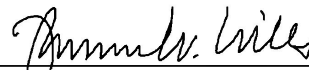
9 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
10 sixteen (16) court days before the final fairness hearing.

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

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

17 **IT IS SO ORDERED.**

18 DATED: May 19, 2023



THE HONORABLE THOMAS W. WILLS