

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/30/2023
By Deputy: Meraz, Jackie

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff and the Class

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 FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: October 27, 2023
Time: 8:30 a.m.
Department: 15

Complaint Filed: August 24, 2021

On or about October 5, 2023, Plaintiff, Merle Wong, filed a motion for an Order Granting Final Approval of Class Action Settlement, and on October 27, 2023, a hearing was held on this matter.

The Court has considered the papers and evidence, including the Joint Stipulation of Class Action Settlement (the “Agreement”), the arguments of counsel, and all other matters presented to the Court regarding final approval of the settlement, approval of requested allocations from the settlement fund, and entry of final judgment.

I. Recital

On August 24, 2021, Plaintiff, Merle Wong, initiated this class action against Defendants Language Line, LLC, Language Line Services, Inc., Language Line Panama, LLC, Language Line On-Site Interpreting, LLC, Language Line Dominican Republic, LLC, and Language Line Costa Rica, LLC. On behalf of an alleged class of current and former employees misclassified as independent contractors in the State of California, the operative complaint alleges Defendants failed to pay all minimum wages, overtime, and sick pay due, failed to provide paid rest periods, failed to provide accurate itemized wage statements, and failed to reimburse business expenses. Defendants deny the allegations.

On May 19, 2023, pursuant to the Parties’ agreement, the Court dismissed without prejudice the operative complaint’s eighth cause of action for penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Also based on the Parties’ agreement, Section 6.1 of the Agreement is amended to exclude any PAGA claims from the scope of the release by Settlement Class Members.

A. Class Members

The Class is defined to include all current and former interpreters who worked for Defendants as independent contractors in the State of California from August 24, 2017, through February 8, 2023.

B. Operation of the Settlement

Pursuant to the Court’s May 19, 2023 Preliminary Approval Order, the Court conditionally certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the

1 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
2 The notice process was timely completed.

3 **II. Finding**

4 This Court finds that the Agreement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
6 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
7 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
8 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
9 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
10 the trial court has discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class predominate over any questions
12 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

13 FED. R. CIV. PROC. 23.

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

15 **III. Order**

16 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

17 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
18 Agreement.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, Settlement Class Members, and Defendants.

21 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
22 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
23 practicable under the circumstances to all Class Members, and fully met the requirements of California
24 law and due process under the State and Federal Constitutions.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
27 to perform in accordance with the terms set forth in the Agreement.
28

1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
2 and attorneys' fees.

3 6. The Court hereby certifies the following Class of all current and former interpreters who
4 worked for Defendants as independent contractors in the State of California from August 24, 2017,
5 through February 8, 2023. Excluding two opt outs, there are 266 individuals that comprise the Class.

6 7. With respect to the Class and for purposes of approving the settlement only and for no
7 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
8 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
9 the Class, and there is a well-defined community of interest among members of the Class with respect to
10 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
11 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
12 protected the interests of the members of the Class; (e) a class action is superior to other available
13 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
14 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
15 representative capacities and for the Class.

16 8. Defendants shall deposit the Gross Settlement Amount of \$750,000.00 with the
17 Administrator, pursuant to the terms of the Agreement.

18 9. From the Gross Settlement Amount, the Administrator shall pay:

- 19 • to Class Counsel attorneys' fees in the amount of \$250,000.00 and reimbursement of
- 20 costs in the amount of \$10,474.30;
- 21 • to Class Representative Merle Wong for her unique services to the Class, and as
- 22 consideration for the execution of a general release, the amount of \$10,000.00; and
- 23 • to Phoenix Settlement Administrators the amount of \$7,250.00 for its fees and costs
- 24 in administering the settlement.

25 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
26 to make such payments in accordance with the terms of the Agreement.

1 11. The Court approves the Individual Settlement Payments, which shall be distributed by the
2 Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in
3 Paragraph 9.

4 12. The Court hereby orders the parties to implement the terms of the Agreement, including
5 distributing the funds from any uncashed settlement checks to the cy pres recipient, FamilyPromise.org.

6 13. All Class Members shall be bound by the releases provided in the Agreement. The Class
7 Representative shall be bound by the additional general release provided in the Agreement.

8 14. A final accounting hearing is set for June 14, 2024, at 8:30 a.m. in Department 15 of this
9 Court. At least one week prior to the final accounting hearing, Plaintiff shall file a declaration from the
10 Administrator establishing the status of distribution of settlement funds.

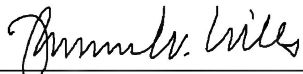
11 **IV. Judgment**

12 The Court hereby enters final judgment in this case in accordance with the terms of the
13 Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California
14 Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall
15 retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement
16 Class Members, for purposes of enforcing this Judgment.

17 Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of
18 this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other
19 wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
20 judgment are an admission of any liability or finding of any violation of the Labor Code.

21 **IT IS SO ORDERED AND ADJUDGED.**

22 DATED: October 30, 2023 , 2023



THE HONORABLE THOMAS W. WILLS

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On October 27, 2023, I served the following document(s) described as: **[PROPOSED]**
11 **ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION**
12 **SETTLEMENT AND FINAL JUDGMENT** on the interested parties in this action as follows:

13 Joel P. Kelly
14 Attwood Gregg LLP
15 527 West 7th Street, Suite 1200
16 Los Angeles, California 90014

Attorneys for Defendants

VIA ELECTRONIC SERVICE
Joel.Kelly@jacksonlewis.com
Valynn.Castro@jacksonlewis.com
Tina.Ledesma@jacksonlewis.com

17 Ghazaleh Modarresi
18 Jackson Lewis P.C.
19 333 W. San Carlos Street – Riverpark Tower,
20 Suite 1625
21 San Jose, California 95110

Attorneys for Defendants

VIA ELECTRONIC SERVICE
Ghazaleh.modarresi@jacksonlewis.com

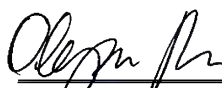
22 Elizabeth R. Leitzinger
23 FENTON & KELLER
24 Post Office Box 791
25 Monterey, CA 93942-0791

Attorneys for Defendants

VIA ELECTRONIC SERVICE
eleitzinger@fentonkeller.com

26 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
27 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
28 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
the above-entitled case. The service transmission was reported as complete and a copy of the
filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
in this office.

I declare under penalty of perjury under the laws of the State of California that the above
is true and correct. Executed on October 27, 2023, at Los Angeles, California.



Olympia Peña