

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARLENE MOLINA, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

U.S. BANK NATIONAL ASSOCIATION; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2300344
c/w CIVSB2302908
*[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Class and PAGA Settlement Agreement and Release (the
2 “Settlement Agreement”) between Plaintiff Marlene Molina and Defendant U.S. Bank National
3 Association (“Defendant” or “U.S. Bank”) (collectively, the “Parties”), as well as the
4 Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary
5 Approval of Class Action Settlement, the documents submitted in support of the motion, and all
6 supporting legal authorities and documents,

7 IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Classes, for settlement purposes only:

20 all current and former nonexempt employees employed by U.S. Bank in
21 California who recorded hours worked during at least one Workweek during the
22 Class Period of January 24, 2019, through Preliminary Approval.

23 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
24 current and former nonexempt employees employed by U.S. Bank in California who recorded
25 hours worked during at least one PAGA Pay Period during the PAGA Period of January 24,
26 2022, through Preliminary Approval.”

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiff Marlene Molina as
4 Class Representative, and Brian Mankin and Peter Carlson as Class Counsel.

5 6. The Court approves Rust Consulting to act as the Settlement Administrator.

6 7. The Court approves, as to form and content, the Class Notice (attached as Exhibit
7 “A”) and finds that the Class Notice satisfies the requirements of California Rule of Court, rules
8 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final
9 approval hearing date, the proposed settlement terms and of their options, including: (1) the
10 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential
11 terms of the Settlement; (2) Named Plaintiff’s and Class Counsel’s applications for the Class
12 Representative Service Payment, and Class Counsel’s request for attorneys' fees and costs; (3) a
13 formula used to determine the Class Member's estimated Individual Class Payment; (4) Class
14 Members’ rights to appear through counsel if they desire; (5) how to object to the Settlement or
15 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
16 information regarding the action and the Settlement. Counsel for the Parties are authorized to
17 correct any typographical errors in settlement and make clarifications, to the extent the same are
18 found or needed, so long as such corrections do not materially alter the substance of the
19 documents.

20 8. The Court approves the procedure for Class Members to participate in, request
21 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
22 and the Class Notice.

23 9. The Court finds that the deadlines and method set forth in the Settlement
24 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
25 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
26 entitled to notice, and otherwise satisfy the requirements of California law and due process.

27 10. The Court directs the Settlement Administrator to perform address verification
28 measures and mail the Class Notice by first class mail to the Class Members as set forth in the

1 timeline below and to otherwise carry out the Settlement according to the terms of the Settlement
2 Agreement and in conformity with this Order. The Parties are also ordered to carry out the
3 Settlement according to the terms of the Settlement Agreement.

4 11. All Class Members shall be deemed to participate in the Settlement, although any
5 Class Member who wishes to comment on or object to the Settlement or who elects not to
6 participate in the Settlement has until 30 days after the mailing of the Class Notice to submit his
7 or her objection or Request to be Excluded, pursuant to the procedures set forth in the Class
8 Notice.

9 12. The Court approves the handling of unclaimed funds set forth in the Settlement
10 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
11 result of a failure to timely cash a settlement check shall be issued to the State Controller's
12 Office in the name of the Class Member, as set forth in the Settlement Agreement.

13 13. The following dates shall govern for purposes of this settlement:

14 May 22, 2024	Preliminary Approval (PA) hearing
15 June 24, 2024	Deadline for Settlement Administrator to complete 16 first mailing of the Notice Packet to all Class 17 Members.
18 July 24, 2024 (30 days after mailing 19 Class Notice)	Deadline for Class Members to submit Requests 20 for Exclusion and Objections to the settlement.
21 16 Court Days before F.A.	Deadline for Plaintiff to file and serve Motion for 22 Final Approval of Settlement and application for 23 award of attorneys' fees, costs and service 24 payments.
25 5 Court Days before F.A.	Deadline for filing of any written reply to 26 objection to the Motion for Final Approval of 27 Settlement.
28 Date: _____ Time: _____	Final Approval Hearing.

14. A final approval hearing shall be held in this Court on the date and time above to
determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be

1 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
2 Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may
3 continue or adjourn the final approval hearing without further notice to the Class Notice.

4 15. Counsel for the parties shall file memoranda, declarations, or other statements and
5 materials in support of their request for final approval of the Settlement, attorneys' fees,
6 litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and
7 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time
8 limits set by the Code of Civil Procedure and the California Rules of Court.

9 16. Neither this Order, the Settlement Agreement, nor any document referred to
10 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
11 may be construed as, or may be used as an admission by or against Defendant or any of the other
12 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
13 or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
14 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
15 be evidence of, an admission or concession with regard to the denials or defenses by Defendant
16 or any of the other Released Parties and shall not be offered in evidence in any action or
17 proceeding against Defendant or any of the Released Parties in any court, administrative agency
18 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
19 the Settlement Agreement, or any related agreement or release.

20 17. The Court may, for good cause shown, extend any of the deadlines set forth in
21 this Order.

22 18. In the event that the Settlement Agreement does not receive final approval or the
23 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
24 shall be vacated.

25 19. Pending the Final Approval hearing, all proceedings in this action, other than
26 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
27 Order, are stayed.
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1 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent
3 with either this Order or the terms of the Settlement.

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5 Date: _____

6 Hon. Jessica Morgan
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