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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 PAULINA VEGA, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other aggrieved employees,

13 Plaintiff,

14 vs.

15 JPMORGAN CHASE BANK, N.A., a New
16 York corporation; and DOES 1 through 10,
17 inclusive,

18 Defendant.

Case No.: BC698750

~~AMENDED PROPOSED~~ ORDER
19 GRANTING MOTION FOR FINAL
20 APPROVAL OF CLASS ACTION
21 SETTLEMENT AND MOTION FOR
22 ATTORNEYS’ FEES, COSTS AND
23 EXPENSES, AND A CLASS
24 REPRESENTATIVE ENHANCEMENT
25 PAYMENT

26 Date: July 10, 2020
27 Time: 8:30 a.m.
28 Place: Department 34

FILED
Superior Court of California
County of Los Angeles
08/20/2020
Sherri R. Carter, Executive Officer / Clerk of Court
By: R. Navarro Deputy

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement, the Motion for Attorneys’ Fees, Costs and Expenses, and a Class Representative
4 Enhancement Payment (collectively, the “Motions”) and Mr. Aristides A. Orozco’s separately filed
5 written objection to the Settlement. Due and adequate notice having been given to Class Members as
6 required by the Court’s Preliminary Approval Order, and the Court having reviewed the Motions and
7 considered the sole objection, and determining that the settlement is fair, adequate and reasonable, and
8 otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS**
9 **FOLLOWS:**

10 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
11 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
12 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

13 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
14 Joint Stipulation of Class and PAGA Action Settlement and Release (collectively, “Settlement
15 Agreement” or “Settlement”), together with the definitions and terms used and contained therein.

16 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
17 parties to the action, including all members of the Settlement Class.

18 4. The Class Notice fully and accurately informed Class Members of all material elements
19 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
20 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
21 with the laws of the State of California and due process. The Class Notice fairly and adequately
22 described the settlement and provided Class Members with adequate instructions and a variety of means
23 to obtain additional information. The Class Notice also adequately informed Class Members that they
24 may only opt out of the class action portion of the Settlement, and that any Class Member who opts out
25 will “still be bound by the PAGA terms of the Settlement and will be ineligible to pursue any PAGA
26 claims that this Settlement resolves.”

27 5. Class Members were given a full opportunity to participate in the Final Approval
28 hearing, and all Class Members and other persons wishing to be heard have been heard. In particular, the

1 Court considered the objection of Mr. Aristides A. Orozco. Mr. Orozco opted out of the Settlement
2 Class and therefore forfeited his standing to object to the Settlement. Mr. Orozco nonetheless presented
3 his arguments to the Court, including his reasons why he believes the Settlement to be unfair and his
4 position that Plaintiff was not authorized to settle certain PAGA claims covered by the release. Even if
5 Mr. Orozco had not forfeited his standing to object, the Court has considered and overrules his objection.
6 The Settlement is fair and reasonable as are the opt out procedures created by the Settlement. Moreover,
7 the Parties have provided enough analysis for the Court to conclude that under relevant case law, PAGA
8 aggrieved employees have no ability to exclude themselves or object to the PAGA settlement.

9 6. The Court further finds that Plaintiff Paulina Vega was authorized to proceed on behalf
10 of the State of California under PAGA to resolve the PAGA portion of the Class Member Released
11 Claims, that the State had an opportunity to review the PAGA claims that Plaintiff is releasing on the
12 State's behalf pursuant to Labor Code Section 2699(*l*) and 2699.3, and that the State has expressed no
13 objection to the PAGA portion of this Settlement. Accordingly, Plaintiff, all Class Members (whether or
14 not they have opted out of the Settlement) on whose behalf she has settled these PAGA claims, and the
15 State of California, shall be deemed to have expressly waived and relinquished, by operation of law and
16 to the fullest extent permitted by law, the provisions, rights and benefits they otherwise may have had
17 related to the PAGA portion of the Class Member Released Claims.

18 7. The Court has considered all relevant factors for determining the fairness of the
19 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
20 the Court finds that the settlement was reached following meaningful discovery and investigation
21 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
22 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
23 adequate, and reasonable.

24 8. In so finding, the Court has considered all evidence presented, including evidence
25 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
26 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
27 discovery completed; and the experience and views of counsel. The Parties have provided the Court
28 with sufficient information about the nature and magnitude of the claims being settled, as well as the

1 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
2 which the Parties have agreed.

3 9. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
4 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
5 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
6 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
7 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
8 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
9 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
10 provides Class Members with fair and adequate relief.

11 10. The Settlement Agreement is not an admission by Defendant or by any other released
12 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
13 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
14 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
15 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
16 Defendant or any of the other released parties.

17 11. Final approval shall be with respect to: Any non-exempt Teller, In-Store Teller, Senior
18 Teller, Lead Teller, Lead Teller Operations Specialist (“LTOS”), LTOS Trainee, Associate Banker, Lead
19 Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an
20 equivalent position, in the State of California at any time between November 17, 2016 and August 1,
21 2019.

22 12. Plaintiff Paulina Vega is a suitable Class Representative and is hereby appointed the
23 Class Representative for the Settlement Class. The Court finds that Plaintiff’s investment and
24 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
25 Class, and that her interests are aligned with those of the Settlement Class.

26 13. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
27 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
28 claims arising out of her employment with Defendant.

1 14. The Court finds that the attorneys at Capstone Law APC have the requisite
2 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
3 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
4 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

5 15. The settlement of civil penalties under PAGA in the amount of \$250,000 is hereby
6 approved. Seventy-Five Percent (75%), or \$187,500, shall be paid to the California Labor and
7 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$62,500, will be paid
8 to all Class Members regardless whether they opted out. This settlement of PAGA civil penalties is
9 “genuine and meaningful,” consistent with the underlying purpose of the PAGA to “benefit the public
10 and, in the context of a class action, the court evaluate whether the settlement meets the standards of
11 being fundamentally fair, reasonable, and adequate with reference to the public policies underlying the
12 PAGA.” *See O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110 (N.D. Cal. 2016).

13 16. The Court hereby awards \$1,966,667 in attorneys’ fees and \$30,000 in costs and
14 expenses to Capstone Law APC. The Court finds that the requested award of attorneys’ fees is
15 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
16 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys’
17 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are
18 fair and reasonable.

19 17. The Court approves settlement administration costs and expenses in the amount of
20 \$67,995.08 to KCC.

21 18. All Class Members who opted out will not share in any of the class action settlement
22 proceeds, nor will they be bound by the release of Plaintiff’s class claims. Notwithstanding, all
23 Class Members, regardless whether they opted out, will be bound by the release of Plaintiff’s PAGA
24 claims, and will receive their respective shares of the PAGA penalties.

25 19. In addition to the provisions set forth in this Order, the Court expressly adopts its
26 tentative ruling issued on July 9, 2020 and attached hereto in full as Exhibit A.

27 ~~20. All Class Members who opted out are:~~

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2	KEITH ROBERT BEAN
3	RACHEL MICHELL BRASWELL
4	TERESA CAMPOS
5	TINA CANALETTI
6	PAULA ANTONIA CORADO
7	JULIE A FINLAY
8	ATTA GHASSEMI
9	SHAHRZAD HADIYAN
10	SOODEH HEDAYATI
11	BETH A HIBBARD
12	LAURA HOLMAN
13	MI HUA
14	PHUONG NHA HUA
15	SIGRID M HURN
16	XIUQI JIANG
17	ZHENG ZHANG JIANG
18	ANAHID KALAYDJIAN
19	IGOR KULIKOV
20	DOOHEE LEE
21	JEONG MIN LEE
22	CHAO JUN JIM LIANG
23	ERICA M LOPEZ
24	DAWN H LUU
25	MICHAEL S MACK
26	NAIRA MAKARYAN
27	CAROLINE CARINE MANGASSARIAN
28	JESSICA MANTHEI
29	MICHELE BORSA MARTINEZ
30	MEHRAD MEMAR
31	MARK MOONIER
32	MAYRA J MORALES
33	FERIBA NAWID
34	AN VU THANH NGUYEN
35	MUNKHTSETSEG OKTYABRI
36	DIANNE OLSON
37	ARISTIDES ADALBERTO OROZCO
38	JULIO CESAR ORTIZ
39	KATHERINE DANIELLE PARRINO
40	NIRALI LOMESH PATEL

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41	PREETHI PRABHAKARA-SHAH
42	SUJAYA RANGANATH
43	ANGELA REYES
44	CARMINA DE LA CRUZ REYES
45	JEANNINE A ROBB
46	ELIZABETH TERESA ROCHA
47	PHILIPPE RODRIGUE
48	HANSA SHROFF
49	GWEN MAE SIMPKIN
50	WYATT HENRY SMITH
51	JASON ALEXANDER TERHUNE
52	JEROME RAYMOND TO
53	PAUL MICHAEL TOLENTINO
54	LILIANA LIZAOLA VALENZUELA
55	GREGORY D WILLIAMS II
56	CHERYL ANN WOIDA
57	FIOLA YOUNANI
58	DAVID ZAVECCI
59	RUBA ZOROB

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IT IS SO ORDERED.



Dated: 08/20/2020

Michael P. Linfield / Judge
Hon. Michael P. Linfield
Los Angeles County Superior Court

Exhibit A

ONLINE SERVICES

Tentative Rulings

DEPARTMENT 34 LAW AND MOTION RULINGS

The Court often posts its tentative several days in advance of the hearing. Please re-check the tentative rulings the day before the hearing to be sure that the Court has not revised the ruling since the time it was posted.

Please call the clerk at (213) 633-0154 by 4:00 pm. the court day before the hearing if you wish to submit on the tentative.

Case Number: BC698750 **Hearing Date:** July 10, 2020 **Dept:** 34

SUBJECT: (1) Motion for Final Approval of Class Action Settlement

Moving Party: Plaintiff Paulina Vega

Resp. Party: Proposed Intervenor Aristides A. Orozco

(2) Motion for Attorney's Fees

Moving Party: Plaintiff Paulina Vega

Resp. Party: None

(3) Motion for Leave to Intervene

Moving Party: Proposed Intervenor Aristides A. Orozco

Resp. Party: Plaintiff Paulina Vega and Defendant J.P. Morgan Chase Bank N.A

Plaintiff's motion for final approval of class action settlement is GRANTED.

Plaintiff's motion for attorney's fees is GRANTED.

Proposed Intervenor's motion for leave to intervene is DENIED.

BACKGROUND:

This PAGA action arises from the JPMorgan Chase Bank, N.A.'s alleged failure to pay its employees for all hours worked and at the proper rate, failure to record hours, and failure to provide meal and rest periods and overtime compensation.

On March 21, 2018, Plaintiff Paulina Vega, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other aggrieved employees, commenced this action against Defendant JPMorgan Chase Bank, N.A. for (1) civil penalties for violations of California Labor Code, pursuant to PAGA, section 2698, et seq.

On December 4, 2019, Plaintiff withdrew her original motion re: preliminary approval of class action settlement.

On December 4, 2019, based on the parties' stipulation, the Court ordered that Plaintiff's second amended complaint ("SAC") may be filed and served as of the date of this order.

On December 18, 2019, Plaintiff filed a second amended class action and PAGA complaint for (1) Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et seq. (2) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (3) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages); (4) Violation of California Labor Code §§ 226.7, 512(a), and 1198 (Failure to Provide Meal Periods); (5) Violation of California Labor Code §§ 226.7 and 1198 (Failure to Authorize and Permit Rest

Periods); (6) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records); (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination); (8) Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices); and (9) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Business Practices) (10) Violation of 29 U.S.C. § 201, et seq. (Fair Labor Standards Act).

On March 2, 2020, the Court granted Plaintiff's renewed motion for preliminary approval of class action settlement and set the hearing for the motion for final approval of settlement for 06/30/2020.

On May 29, 2020, Proposed Intervenor Aristides A. Orozco filed an objection to the proposed class action settlement and a motion for order granting leave to intervene.

On June 5, 2020, Plaintiff filed a motion for final approval of class action settlement and a motion for attorneys' fees, costs, expenses, and class representative enhancement payment.

ANALYSIS:

I. Motion for Final Approval of Class Action Settlement

A. Legal Standard

California Rules of Court, rule 3.769(g), provides for an inquiry into the fairness of the proposed settlement prior to the final approval hearing. After this, the Court must make and enter judgment, including a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. (See Cal. Rules of Court, Rule 3.769(h).) The class action may not be dismissed once judgment is entered. (See Cal. Rules of Court, Rule 3.770.) All class settlements are subject to a settlement hearing and Court approval before entry of judgment or final order.

The trial court has broad powers to determine whether a proposed settlement is fair. (*Mallick v. Superior Court* (1979) 89 Cal. App. 3d 434, 438.) The California standard for approval of class settlements is similar to the federal requirement that the settlement be fair, reasonable, and adequate for class members overall. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

B. Discussion

Plaintiff moves for final approval of the class action settlement. This motion is unopposed by Defendant, but an objection to this motion has been made by non-party **Aristides A. Orozco**.

1. *Settlement Class Definition*

The proposed Settlement Class is defined as any non-exempt Teller, In-Store Teller, Senior Teller, Lead Teller, Lead Teller Operations Specialist ("LTOS"), LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, in California during the period from November 17, 2016 to August 1, 2019. (Motion, p. 10:25-28, citing Settlement Agreement, ¶ 5.)

2. *Terms of Settlement Agreement*

Plaintiff explains that "the principal terms of the Settlement provide for the following:

(1) Conditional certification of a settlement class defined as: Any non-exempt Teller, InStore Teller, Senior Teller, Lead Teller, Lead Teller Operations Specialist ("LTOS"), LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, in California during the period from November 17, 2016 to August 1, 2019.

(2) A non-reversionary Maximum Settlement Amount of \$5,900,000. The Maximum Settlement Amount includes:

(a) A Net Settlement Amount of \$3,637,837.92 (the Maximum Settlement Amount minus the requested attorneys' fees and costs, settlement administration costs, the payment to the California Labor and Workforce Development Agency ["LWDA"], and the Service Enhancement), which will be allocated to all covered employees on a pro-rata basis according to the number of pay periods each employee worked during the Class Period.

(b) Attorneys' fees in the amount of one-third of the Maximum Settlement Amount (or \$1,966,667), and litigation costs and expenses not to exceed \$30,000, to Capstone Law APC ('Plaintiff's Counsel').

(c) Settlement administration costs of \$67,995.08.

(d) A \$187,500 payment to the LWDA pursuant to the Labor Code Private Attorneys General Act of 2004 ('PAGA'), and a \$62,500 payment to all Class Members, regardless whether they opt out of the Settlement Class.

(e) A Service Enhancement of \$10,000 to Paulina Vega for her service on behalf of the Settlement Class, the risks she took in bringing the class on behalf of the class, and for release of all claims arising out of her employment with Defendant." (Motion, pp. 8:11-9:11; Settlement Agreement, ¶ 45(e).)

The Settlement Agreement allocates \$250,000.00 from the Maximum Settlement Amount to resolve the PAGA claim, of which 75% (\$187,500) will be paid directly to the LWDA, and the remaining 25% (\$62,500) will be paid to Participating Class Members. (Motion, p. 22:4-7, citing Settlement Agreement, ¶ 45(e)(iv).)

In exchange for the Maximum Settlement Amount, Plaintiff explains that she "and Participating Class Members will agree to release the Released Claims during the Class Period:

"Any and all wage and hour claims that accrued during or prior to the Class Period that have been or could have been asserted in the instant Action based on the facts alleged in the complaint in this action, including but not limited to any and all claims for overtime, minimum wage, meal and rest breaks, and waiting time penalties, and any and all claims that are derivative or directly related to the foregoing claims, which include any and all claims: for penalties, premium pay, punitive damages, and interest; for failure to furnish accurate wage statements; for violation(s) under the California Labor Code Private Attorneys General Act ("PAGA"); under California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 1198; for violation(s) of the California Business & Professions Code; and/or under the common law, such as conversion and unjust enrichment. All Settlement Class Members shall be bound by the release, unless they formally opt-out.

All Settlement Class Members who cash their settlement checks shall also release any and all claims under the FLSA, including but not limited to claims under 29 U.S.C. § 206, 211(c) and 215(a), including liquidated damages, whether known or unknown, that accrued during the Class Period. Settlement is further conditioned upon all Settling Class Members releasing any claim under Labor Code § 2699, and upon covenant by Settling Class Members from participating in any proceeding seeking penalties under § 2699 for claims based on the Settlement Class Released Claims." (*Id.* at pp. 11:22-12:8, citing Settlement Agreement ¶¶ 80-81.)

3. Notice, Opt-Outs, and Recovery under Settlement

On March 2, 2020, the settlement administrator, Kurtzman Carson Consultants ("KCC"), received from Class Counsel the Notice Packet prepared by the Parties and approved by the Court. (Witas Decl., ¶¶ 2-3.) On March 24, 2020, counsel for Defendant provided KCC with a complete mailing list ("Class List") which included each Class Member's full name, most recent mailing addresses, Social Security Numbers, and other relevant information needed to calculate settlement payments. (*Id.* at ¶ 3.)

On April 1, 2020, Notice Packets were mailed to the 15,124 Class Members identified in the Class List by First Class mail. (*Id.* at ¶ 4.) KCC also established a website [www.vegasettlementkcc.com] dedicated to this matter to provide information to the Class Members, to answer frequently asked questions, and to access copies of the Notice and other case related documents. (*Id.* at ¶ 5.) The website URL was set forth in the Notice. (*Ibid.*)

Of the notices that were mailed, a total of 370 Notice Packets were undeliverable. (*Id.* at ¶ 6.) KCC has received 55 valid Requests for Exclusion and 1 objection to the settlement. (*Id.* at ¶¶ 8-9.) Overall, less than 0.4% of the Settlement Class opted out and only one individual objected to the Settlement. (Motion, p. 8:6-8.)

KCC has preliminarily calculated the Class Member settlement awards, based on the assumptions that the gross settlement amount is \$5,900,000, and from that amount, deductions are made for: (a) attorneys' fees (\$1,966,667); (b) attorneys' costs (\$30,000); (c) named plaintiff awards (\$10,000); (d) payment to the California Labor & Workforce Development Agency (\$187,500); and (e) administration costs (\$67,995.08). (Witas Decl., ¶ 9.)

The remaining amount (\$3,637,837.92; the "Net Settlement Fund") will be allocated to Class Members' class and PAGA claims, of which \$3,575,337.92 will be allocated to the class claims ("Class Fund"), and \$62,500 to the PAGA claims ("PAGA Fund"). (*Ibid.*) Each Class Member's respective shares of the Class Fund and PAGA Fund will be proportional to the number of pay periods he or she worked during the Class Period. (*Ibid.*) According to Defendant's records, Class Members who did not opt out worked a total of

586,226 pay periods during the Class Period (588,171 when you include opt out weeks). (*Ibid.*) Currently, the average and maximum payments from the Class Fund are estimated to be \$237.26 and \$433.02, and the average and maximum payments from the PAGA Fund are estimated to be \$4.13 and \$7.54. (*Ibid.*) A total of 15,069 Class Members will be paid their portion of the Class Fund and 15,124 Class Members will be paid their portion of the PAGA Fund. (*Ibid.*)

The Court finds that the notice was adequate and satisfies due process.

4. Evaluation of Settlement

Before granting final approval, the court must evaluate the fairness of the proposed settlement and independently assess the reasonableness of the settlement's terms. (Cal. Rules of Court, Rule 3.769(g); *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The proponent of the settlement bears the burden of establishing the settlement's fairness and reasonableness. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245; see also *7-Eleven Owners for Fair Franchising v. The Southland Corp.* (2000) 85 Cal.App.4th 1135, 1165-66.)

a. A Presumption of Fairness Exists

A presumption of fairness exists where (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Wershba, supra*, 91 Cal.App.4th at 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) Even if a presumption of fairness exists, the court still must "independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interest of those whose claims will be extinguished." (*Kullar, supra*, 168 Cal.App.4th at 130.) The following factors guide the court's determination:

[T]he trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case.

(*Wershba, supra*, 91 Cal.App.4th at 244-245.) Of the relevant factors, the most important is the strength of the plaintiff's case on the merits balanced against the amount offered in settlement. (*Kullar, supra*, 168 Cal.App.4th at 130.) In considering the amount offered, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba, supra*, 91 Cal.App.4th at 250.)

The Court finds that the settlement is fair, adequate, and reasonable based on the following:

1. Was the settlement reached through arms'-length negotiations? Yes. Class Counsel represents that the Settlement was reached as a result of extensive arm's-length negotiations between the parties at arm's length with helpful guidance from Michael Dickstein, an experienced and well-respected class action mediator. (Perez Decl., ¶¶ 3-4.)
2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that he performed a searching investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as a private attorney general and putative class representative through interviews, background investigations, and analyses of her employment files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a sample of employee payroll records; (5) reviewing Defendant's employment policies and practices; (6) deposing Defendant's corporate witnesses and defending Plaintiff's deposition; (7) researching settlements in similar cases; (8) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (9) drafting the mediation brief; and (10) participating in the mediation. (Perez Decl., ¶¶ 5-7.) This information allowed Class Counsel to analyze whether the Settlement Agreement is fair, reasonable, adequate, and in the best interests of Class Members in light of all the known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and the various defenses asserted by Defendant. (*Id.* at ¶ 8.)
3. Is Counsel is experienced in similar litigation? Yes. Class Counsel is experienced in plaintiff-only labor and consumer law. (*Id.* at ¶¶ 9-11, Ex. 1.)
4. What percentage of the class has objected? The percentage of objectors is small. One (1) Class Member has submitted an objection to the settlement (see discussion below). The percentage of objecting class members therefore amounts to approximately .00007% of the overall settlement class.

As a result of this evidence, there is a presumption of fairness for the settlement.

b. The Settlement is Fair, Adequate, and Reasonable

As noted in *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408:

"...a trial court's approval of a class action settlement will be vacated if the court "is not provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar, supra*, 168 Cal.App.4th at p. 130.) In short, the trial court may not determine the adequacy of a class action settlement "without independently satisfying itself that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Id.* at p. 129.)

Here, Class counsel has provided detailed information regarding the strengths, weaknesses, and estimated values of the claims alleged. Plaintiff asserts that in the aggregate, Defendant's estimated "maximum realistic potential exposure for the class claims at issue is approximately \$29.5 million." (Motion, p. 18:1-2.) This figure is based on the following breakdown of claims:

Claim	Maximum Potential Amount
Off-the-Clock/Minimum Wage Claim	\$745,500.00
Meal Period Claim	\$6,057,187.50
Rest Period Claim	\$4,659,375.00
Wage Statement Claim	\$10,500,000.00
Waiting-Time Penalties	\$7,500,000.00
Total	\$29,462,062.50

Plaintiff's explanation of her calculation of Defendant's exposure for each claim is as follows:

· Off-the-Clock/Minimum Wage Claim: by taking the product of the total number of pay periods worked in aggregate by Class Members during the Class Period (approximately 525,000), the estimated percentage of pay periods with off-the-clock violations (conservatively estimating 80%), the duration of the off-the-clock work per pay period with violations (conservatively estimating 6 minutes), and the average hourly rate of pay (\$17.75): 525,000 pay periods x 80% x 0.1 hour x \$17.75 = \$745,500.00.

- Meal Period Claim: by taking the product of the total number of pay periods worked in aggregate by Class Members during the Class Period, the estimated violation rate (conservatively estimating 65% of all pay periods), and the average hourly rate: $525,000 \times 65\% \times \$17.75 = \$6,057,187.50$.

- Rest Period Claim: by taking the product of the total number of pay periods worked in aggregate by Class Members during the Class Period, the estimated violation rate (conservatively estimating 50% of all pay periods), and the average hourly rate: $525,000 \times 50\% \times \$17.75 = \$4,659,375.00$

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- Wage Statement Claim: by using the formula provided by Labor Code section 226(e): $525,000 \times 80\%$ (pay periods with violations) $\times \$50 = \$21,000,000.00$. However, to award statutory penalties under section 226(e), Chase maintained that Plaintiff would have had to prove that its violation of 226(a) was “knowing and intentional.” Chase contended that Plaintiff had not proffered any evidence that the violation was “knowing and intentional.” Chase also would have argued that Plaintiff’s theory of wage statement liability was rejected by the California Court of Appeal in *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018). In light of these defenses, and because the wage statement claim is only as strong as the underlying claims, Plaintiff discounted the wage statement claim by half, or \$10,500,000.00.

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- Waiting-Time Penalties: by first estimating that approximately 6,100 Class Members separated from their employment with Defendant during the waiting-time statute of limitations period. The, Plaintiff calculated Defendant’s maximum potential exposure for waiting-time penalties as follows: 6,000 former employees \times \$2,500 (estimated monthly wages roughly equivalent to 30 days of penalties) = \$15,000,000. However, Chase would have argued that no waiting-time penalties can be awarded unless the failure to pay wages is “willful,” an element that Plaintiff acknowledges would have been difficult to prove. See 8 C.C.R 13520 (“[a] willful failure to pay wages within the meaning of Labor Code section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages were due.”); *Smith v. Rae Venter Law Group*, 29 Cal.4th 345, 354 n.2 (2002) (holding that a good faith dispute that any wages are due will preclude an award of waiting time penalties). Chase would also have argued that an employer’s failure to pay wages is not willful unless it reached the standard of “gross negligence or recklessness.” See *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1201 (2008). Given these defenses and the derivative nature of waiting-time penalties (i.e., an underlying violation must be proven before such penalties can be awarded), Plaintiff accordingly discounted this amount by half, or \$7,500,000.00. (Motion, fns. 4-8.)

Overall, Class Counsel “determined an appropriate range of recovery for settlement purposes by offsetting Defendant’s maximum theoretical liability by: (i) the strength of the defenses to the merits of Plaintiff’s claims; (ii) the risk of class certification being denied; (iii) the risk of losing on any of a number of dispositive motions that could have been brought between certification and trial (e.g., motions to decertify the class, motions for summary judgment, and/or motions in limine) that might have eliminated all or some of Plaintiff’s claims, or barred evidence/testimony in support of the claims; (iv) the risk of losing at trial (including the Court deeming the trial unmanageable on a representative basis); (v) the chances of a favorable verdict being reversed on appeal; and (vi)

the difficulties attendant to collecting on a judgment (collectively, the 'Discount Factors')." (*Id.* at p. 19:10-18.) After taking into account these discount factors, Class Counsel "determined that it would be reasonable to settle for a fraction of Defendant's maximum potential exposure, or approximately 20% . . ." (*Id.* at p. 19:19-20.)

The moving papers, declarations and exhibits attached thereto, have provided this Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise" such that this Court is satisfied "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (See *Dunk, supra* at p. 1802 ["So long as the record is adequate to reach 'an intelligent and objective opinion of the probabilities of success should the claim be litigated' and 'form' an educated estimate of the complexity, expense and likely duration of such litigation...it is sufficient."].)

Based on the risks of establishing the case on the merits, the risk of non-certification, the risk that arbitration agreements would preclude any class-wide resolution, and Defendants' financial condition, the amount offered in settlement is reasonable. The Parties agree to settle for a total of \$5,900,000.00, with no reversion to Defendant. From this, Defendant has agreed to pay \$250,000.00 as PAGA penalties, with 75% (\$187,500.00) allocated to the LWDA and the remaining 25% (\$62,500.00) distributed to the class. The settlement further provides a service award of \$10,000.00 to Plaintiff Vega. Settlement Administrator costs of \$67,995.08 and attorney fees of \$1,996,667.00 and costs of \$30,000.00 are also accounted for in the gross settlement amount.

Based on the foregoing, the Court finds that the settlement is fair, adequate and reasonable in light of the risks involved in the litigation, the recommendation of the class counsel, and the class members' positive reaction to the settlement.

5. *Costs and Fees*

a. Attorney's Fees

Class Counsel requests an award of \$1,996,667.00 in fees and \$30,000.00 in costs. (Motion for Attorney's Fees, p. 2:5-6.) The Settlement Agreement provides for fees up to \$1,996,667.00 and costs up to \$30,000.00 (Settlement Agreement, ¶145(e)); the class was provided notice of the requested awards, and no Class Member objected on grounds that these amounts are unreasonable. (Witas Decl., Ex. A, p. 5; see also Orozco Objection to Settlement.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254, disapproved on another ground in

Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.) Here, Class Counsel requests attorney fees using the percentage method. (Motion, p. 9:1-3.) In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents one-third of the gross settlement amount, which is the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Regarding lodestar, Class Counsel represents that the billing records for attorneys' fees is summarized as follows:

Attorney	Title	CA Bar Year	Rate	Hours	Fees
Raul Perez	Partner	1994	\$775	73.7	\$57,117.50
Robert Drexler	Partner	1985	\$745	51.9	\$38,665.50
Liana Carter	Senior Counsel	1999	\$720	109.6	\$78,912.00
Ryan Wu	Partner	2002	\$675	166.3	\$112,252.50
Molly DeSario	Senior Counsel	2004	\$625	245.5	\$153,437.50
Eduardo Santos	Senior Counsel	2007	\$545	56.8	\$30,956.00
Jamie Greene	Partner	2007	\$545	16.2	\$8,829.00
Theresa Carroll	Senior Counsel	1995	\$545	10.5	\$5,722.50
Ariel Harman-Holmes	Fmr. Associate	2017	\$505	33.5	\$16,917.50
Jonathan Lee	Associate	2009	\$485	105.8	\$51,313.00
Mao Shiokura	Associate	2009	\$485	35.8	\$17,363.00
Anthony Castillo	Associate	2009	\$485	30.4	\$14,744.00
Robin Hall	Fmr. Associate	2009	\$485	20.4	\$9,894.00
Michelle	Associate	2018	\$265	22.2	\$5,883.00

Kennedy					
			Total	987.6	\$602,007.00

(Perez Decl., ¶ 12.)

Counsel's unadjusted lodestar is lower than the percentage-based fee request and would require application of a positive multiplier of 3.2. Here, the \$1,996,667.00 fee request represents a reasonable percentage of the total funds paid by Defendant and is well-supported by the lodestar. Notice of the fee request was provided to class members in the notice packet and no one objected on grounds that the fee was unreasonable.

b. Costs

Class Counsel is requesting costs of \$30,000. This is equal to the \$30,000 cap in the Settlement Agreement (Settlement Agreement, ¶ 45(e)), for which Class Members were given notice. (See Witas Decl., Ex. A, p. 5.) Class Counsel represents it incurred actual costs in the amount of \$37,185.13. (Perez Decl., ¶ 15.) The costs are as follows: Copying, Printing & Scanning and Facsimiles (\$778.25); Court Fees, Filings & Service of Process (\$2,340.76); Court Reporters, Transcripts & Depositions (\$6,122.31); Delivery & Messenger (UPS, FedEx, messenger, etc.) (\$880.71); Expert & Consulting Services (\$7,027.05); Investigation Services (\$5,598.38); Mediation Fees (\$9,500.00); Postage & Mailings (\$53.61); Research Services (PACER, Westlaw, etc.) (\$1,583.83); Telephone (Long distance, conference calls, etc.) (\$11.32); Travel-Related Costs and Expenses (\$3,288.91). (*Ibid.*)

The costs appear to be reasonable in amount and reasonably necessary to this litigation.

c. Incentive Payment to Class Representative

Class Counsel requests an enhancement payment of \$10,000.00 for Plaintiff Paulina Vega. (Motion, p. 11:9-10, Settlement Agreement ¶ 45(e); Witas Decl., Ex. A, p. 5.)

In connection with the final fairness hearing, the named plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form

of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit . . .’” (*Id.* at pp. 806-807, italics and ellipsis in original.)

Plaintiff Paulina Vega worked for Defendant as a non-exempt Personal Banker and Lead Teller Operations Specialist (“LTOS”) at bank branch locations in the Venice, Culver City, and Fox Hills neighborhoods around Los Angeles from approximately August 2010 through November 2017. (Vega Decl., ¶ 2.) Plaintiff represents that she contributed to this action by preparing responses to Defendant’s document demands; engaging in numerous discussion with Class Counsel regarding Defendant’s policies and practices; and assisted Class Counsel in the her own deposition process and in the deposition of Defendant’s Person Most Knowledgeable. (*Id.* at ¶¶ 4-9.)

Based on the above, the Court finds it reasonable to grant the requested \$10,000.00 award to Plaintiff Vega.

d. Class Administration Costs

The claims administrator, KCC, is asking for \$67,995.08 for costs of administering the settlement. (Witas Decl., ¶10.) This cost of \$67,995.08 is provided for in the Settlement Agreement and Class Members were given notice. (Settlement Agreement, ¶ 45(e); Witas Decl., Ex. A, p. 5.)

Based on the above, the Court finds it reasonable to award costs in the requested amount of \$67,995.08.

6. *Objection to the Settlement*

Class Member Aristides A. Orozco “objects to the proposed Settlement in this matter to the extent he is not allowed to opt out his PAGA representative claims on behalf of Chase bankers, which are filed in a different case.” (Orozco Objection, p. 1:2-4.)

Orozco received the court-ordered notice of the settlement on April 8, 2020, with a deadline to opt out or object of June 1, 2020. (Lee Decl., ¶ 20.) Orozco submitted his Opt-Out form, postmarked May 28, 2020. (Lee Decl., ¶ 21, Ex. 6.)

The Settlement Notice explains the opt-out procedure in detail and clearly explains that employees cannot opt out of the PAGA settlement:

"Can I opt out of the Settlement?"

Yes, but only to the class action portion of the Settlement. You may not opt out of the PAGA portion of the Settlement relating to the Settlement of claims under PAGA. Even if you opt out, you will still receive a check for your allocation of the PAGA portion of the Settlement, which will represent a payment for resolving disputed claims for civil penalties that were brought on your behalf. Settlement Class members who wish to "opt out" of and be excluded from the class action portion of the Settlement must complete the Opt-Out Form included in the Settlement packet and must be postmarked no later than June 1, 2020. The request to opt out must include (a) your name, (b) an indication that you desire to exclude yourself from the class action Settlement, and (c) the last four digits of your social security number.

If you file a timely and valid Opt-Out Form, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any claims you may have, at your own expense, against Chase. You will, however, still be bound by the PAGA terms of the Settlement and will be ineligible to pursue any PAGA claims that this Settlement resolves." (Witas Decl., Ex. A, p. 7.)

The Settlement Notice also explains that "if you opt out of the Settlement, you will be ineligible to object to the Settlement." (*Id.*, Ex. A, p. 6.)

The notice of settlement correctly states that each class member has the option to either (a) agree to be a part of the settlement class and thereby obtain standing to object to the settlement or (b) opt out of the settlement class and lose the opportunity to object to the settlement. (See *Mayfield v. Barr* (U.S. App.D.C. 1993) 985 F.2d 1090; *Waller v. Financial Corp. of America* (9th Cir. 1987) 828 F.2d 579; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1128, disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260; Herbert Newberg, *Newberg on Class Actions*, section 11:55.)

Here, Orozco submitted an opt-out request. (Lee Decl., ¶ 21, Ex. 6.) The Court finds that his request for exclusion to be effective and he is excluded from the settlement, which means that he does not have standing to object to the settlement.

Further, even if Orozco did not submit an opt-out request, Orozco does not have standing to object to the PAGA portion of the Settlement Agreement. "PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a

PAGA action." (*Sakkab v. Luxottica Retail North America, Inc.* (2015) 803 F.3d 425, 435; *Ochoa-Hernandez v. Cjaders Foods*, No. 08-2073, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010).)

Accordingly, the Court OVERRULES his objection.

7. Final Report

The Court may order class counsel to file a final report summarizing all distributions made pursuant to the approved settlement, supported by declaration.

The Court will set a non-appearance date for submission of a final report.

II. Motion for Leave to Intervene

Proposed Intervenor Aristides A. Orozco moves for an order granting him leave to intervene in this case because he "is the plaintiff in a representative action under the Private Attorneys General Act ('PAGA') on behalf of Private Client Bankers and Relationship Bankers pending in the Superior Court for the County of Contra Costa and has been litigating claims that this action purports to settle." (Notice of Motion for Leave to Intervene, p. i:7-10.) Orozco asserts that "since the proposed Settlement Agreement also says Orozco cannot object if he opts out, Orozco seeks leave to intervene to protect his rights." (*Id.* at pp. 1:28-2:1.) Orozco asserts that he "meets the requirements for both mandatory and permissive intervention." (*Id.* at p. 12:24-25.)

A. Legal Standard

Code of Civil Procedure section 387 sets forth the requirements and procedures for intervention by a non-party in an existing case. Code of Civil Procedure section 387, subdivision (d)(1), which sets forth the requirements to seek mandatory intervention, states:

"(d)(1) The court shall, upon timely application, permit a nonparty to intervene in the action or proceeding, if either of the following conditions is satisfied:

(A) A provision of law confers an unconditional right to intervene.

(B) The person seeking intervention claims an interest relating to the property or transaction that is the subject of the action and that person is so situated that the disposition of the action may impair or impede that person's ability to protect that interest, unless that person's interest is adequately represented by one or more of the existing parties." (Code Civ. Proc., § 387(d)(1).)

Code of Civil Procedure section 387, subdivision (d)(2), which sets forth the requirements to seek permissive intervention, states:

"(2) The court may, upon timely application, permit a nonparty to intervene in the action or proceeding if the person has an interest in the matter in litigation, or in the success of either of the parties, or an interest against both." (Code Civ. Proc., § 387(d)(2).)

"It is the general rule that a right to intervene should be asserted within a reasonable time and that the interveners must not be guilty of an unreasonable delay after knowledge of the suit." (*Allen v. California Water & Tel. Co.* (1947) 31 Cal.2d 104, 108.) "The law does not contemplate that a person thus interested may willfully omit to intervene, and then compel a retrial of the case because it has gone against his interests." (*Mack v. Eummelen* (1916) 31 Cal.App. 506, 508.)

"[T]he timeliness of a motion to intervene under section 387 should be determined based on the date the proposed interveners knew or should have known their interests in the litigation were not being adequately represented." (*Ziani Homeowners Association v. Brookfield Ziani LLC* (2015) 243 Cal. App. 4th 274, 282.) "[I]ntervention is permitted only when the intervenor's participation is necessary to protect his or her interests." (*Id.*)

B. Discussion

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1. *Timeliness of Motion*

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Orozco argues that his motion is timely because he brought the motion "a few weeks after receiving the Settlement Notice in this case, which only allocates \$250,000 of the settlement fund to the PAGA claim and provides that Orozco may not opt out of the PAGA portion of the settlement." (Motion for Leave to Intervene, p. 13:5-7.)

In opposition, both Plaintiff and Defendant argue that Orozco's motion is untimely. (Chase Opp., p. 2:25; Vega Opp., p. 6:13.) Plaintiff's counsel declares that he provided Orozco's counsel with copies of the settlement agreement and proposed Second Amended Complaint on October 29, 2019 – over seven months ago. (Vega Opp., p. 7:1-3, citing Perez Decl., ¶ 3.) Further, Defendant argues that “Orozco admits that he ‘learned of the *Vega* settlement on Monday, October 28, 2019, and [as of November 1, 2019] was still reviewing the proposed settlement and its potential impact on the [*Orozco*] matter.” (Chase Opp., p. 3:9-11, citing Lee Decl., Ex. 3.) Defendant asserts that “despite having had the opportunity to review the settlement agreement almost eight months ago, Orozco waited until the last possible moment – the eve of final approval after notice of the settlement has already been mailed to all employees eligible to participate in the settlement – to seek to intervene in this case.” (*Id.* at p. 3:13-16.)

In reply, Orozco argues that although he “learned of the *Vega* settlement in late October 2019, the Court did not preliminarily approve of the Settlement until March 2, 2020 after it was withdrawn and re-submitted in January 2020,” (Orozco Reply, p. 6:23-25.) Orozco maintains that he “initially believed that intervention was not necessary to preserve his rights” because “based on Orozco's review of the Settlement and initial preliminary approval motion, he concluded that the release did not encompass his claims, and that even if it did, his claims are actionable for the period of time following the class period defined in the Settlement.” (*Id.* at p. 7:1-34.) Orozco argues that based on receiving the Settlement Notice on April 8, 2020, his motion for leave to intervene is timely” as it was filed on May 29, 2020, only 51 days after receiving the Settlement Notice. (*Id.* at p. 7:6-7, 7:14-16.)

The Court finds that Orozco has known, or should have known, that his interests in the litigation were allegedly not being adequately represented since at least October 29, 2019, when Plaintiff's counsel provided Orozco's counsel with the proposed settlement agreement and proposed Second Amended Complaint, which listed the description of the aggrieved employees for purposes of the PAGA claim. (*Ziani Homeowners Association v. Brookfield Ziani LLC* (2015) 243 Cal. App. 4th 274, 282; Perez Decl., ¶ 3.) Instead, Orozco waited seven months to file this present motion. Accordingly, the Court finds that the motion for leave to intervene is untimely.

The Court DENIES Orozco's motion for leave to intervene.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On July 17, 2020, I served the within document(s) described below as:

[AMENDED PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT

10 on the interested parties in this action as follows:

11 Carrie Gonell
12 Alexander L. Grodan
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- 27
28
- (X) **ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).
 - (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to California Labor & Workforce Development Agency ("LWDA") via upload to LWDA Website: <https://dir.tfaforms.net>
 - (X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED this document on July 17, 2020, at Los Angeles, California.



Sandy S. Acevedo