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16 **THE SUPERIOR COURT OF CALIFORNIA**
17 **COUNTY OF SACRAMENTO**

18 Coordination Proceeding
19 Special Title (Rule 3.550)

Judicial Council Coordination Proceeding
No. 4723

20 **WELLS FARGO BANK MANAGERS**
21 **WAGE AND HOUR CASES**

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

22 Included Action:

23 Dhanjal v. Wells Fargo Bank, Sacramento
24 County Superior Court Case No. RIC 1204407.

Complaint Filed: March 23, 2012

26 **Assigned to Hon. David W. Abbott**

1 The Court has considered the unopposed motion by current named plaintiffs Carlos
2 Lopez and Joseph Fontana for preliminary approval of a settlement in accordance with a
3 Stipulation and Settlement Agreement (the "Stipulation" or "Settlement"). The Court
4 understands that the Settlement, together with other documents incorporated into the Settlement,
5 sets forth the terms and conditions for a proposed settlement and dismissal of the Action with
6 prejudice. Based on a review of the submissions by the Parties:

7 IT IS HEREBY ORDERED:

8 1. This Order incorporates by reference the definitions in the Stipulation, and all
9 terms defined therein shall have the same meaning in this Order as set forth in the Stipulation.

10 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
11 and reasonable. It appears to the Court that extensive investigation and research have been
12 conducted such that counsel for Lopez and Fontana and Wells Fargo Bank N.A. ("Wells Fargo")
13 (collectively referred to as "the Parties") at this time are able to reasonably evaluate their
14 respective positions. It further appears to the Court that Settlement at this time will avoid
15 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
16 presented by the further prosecution of the Action. It further appears that the Settlement has
17 been reached as the result of intensive, serious and non-collusive, arms-length negotiations with
18 the assistance of private mediator Jeff Ross, Esq. The Court has reviewed the monetary
19 recovery provided for in the Settlement and preliminarily finds that the monetary settlement
20 awards made available to and other monetary payments made for the benefit of all Putative
21 Class Members are fair, adequate and reasonable when balanced against the probable outcome
22 of further litigation relating to liability and damages issues.

23 3. The Court preliminarily finds that the Stipulation appears to be within the range
24 of reasonableness of a settlement that could ultimately be given final approval by this Court.

25 4. The Court hereby conditionally certifies the following Classes for settlement
26 purposes only:

27 **Level 1 bank branch Store Manager Class**

28 All persons employed by Defendant in the State of California as bank branch
Store Managers who worked in a Level 1 Wells Fargo Store at any time between
January 7, 2007 through the date that preliminary approval of this settlement is
granted.

1 **Level 2 bank branch Store Manager Class**

2 All persons employed by Defendant in the State of California as bank branch
3 Store Managers who worked in a Level 2 Wells Fargo Store at any time between
4 January 7, 2007 through November 1, 2013.

5 5. Putative Class Members shall have the opportunity to request exclusion from the
6 Settlement. If the Settlement does not become final, the fact that the Parties were willing to
7 stipulate to certification of the Classes as part of the Settlement shall have no bearing on, nor be
8 admissible in connection with, the issue of whether a class should be certified in a non-
9 settlement context.

10 6. The Court hereby orders the proposed First Amended Complaint to be filed in
11 this action. As of the date of this Order, the First Amended Complaint shall be the operative
12 complaint unless and until, for whatever reason, this Settlement is not finally approved by this
13 Court or does not become effective. If the Settlement is not finally approved or does not become
14 effective, the First Amended Complaint shall not be operative and this action shall proceed
15 based on the original Complaints that were filed on March 23, 2012. Nothing contained herein
16 shall be construed to prevent Lopez and Fontana from filing a Motion Seeking Leave to Amend
17 their Complaints to include additional claims, should this Settlement Agreement not take effect.
18 Nothing contained herein shall be construed to prevent Wells Fargo from opposing a Motion
19 Seeking Leave to Amend the Complaints to include additional claims, should this Settlement
20 Agreement not take effect.

21 7. For purposes of this Settlement only, the Court hereby designates and appoints
22 Carlos Lopez and Joseph Fontana to represent the Classes.

23 8. For purposes of this Settlement only, the Court hereby designates and appoints
24 Righetti Glugoski P.C. and Jones Law Firm as Class Counsel for the Classes. Class Counsel are
25 authorized to act on behalf of the Class Members with respect to all acts or consents required by,
26 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
27 consummate the Settlement.

28 9. Class Members may enter an appearance through counsel of such individual's
own choosing and at such individual's own expense.

 10. The Court hereby preliminarily approves the definition and disposition of the
Settlement Fund and related matters provided for in the Stipulation.

 11. The Court hereby preliminarily approves the Fee and Cost Award of up to one-

1 third of the Gross Fund Value, as described in the Stipulation, Enhancement Awards to the
2 named plaintiffs of up to \$60,000.00 (with \$30,000.00 each awarded to Carlos Lopez and Joseph
3 Fontana), A payment of up to \$7,500 to the State of California as civil penalties for the alleged
4 violations, and Administration Costs of up to \$45,000.

5
6 *all* 12. The Hearing for final approval of this class action settlement will take place in
7 Department 39 on May/9, 2017, at the State of California, Sacramento County Superior Court,
8 720 9th Street, Sacramento, CA 95814, to determine all necessary matters concerning the
9 Settlement, including: whether the proposed settlement of the Action on the terms and
10 conditions provided for in the Stipulation is fair, adequate and reasonable and should be finally
11 approved by the Court; whether the plan of allocation contained in the Stipulation should be
12 approved as fair, adequate and reasonable to the Putative Class Members; and to finally approve
13 Class Counsel's Fee and Cost Award, Named Plaintiffs' Enhancement Awards, Administration
14 Costs, and penalties payable to the Labor and Workforce Development Agency pursuant to the
15 Private Attorneys General Act.

16
17 13. The Court hereby approves, as to form and content, the Class Notice (the
18 "Notice") attached as Exhibit 1 hereto, to be distributed to Putative Class Members. The Court
19 finds that distribution of the Notice substantially in the manner and form set forth in the
20 Settlement and this Order meets the requirements of due process, is the best notice practicable
21 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
22 thereto.

23
24 14. The Court hereby appoints Epiq as Settlement Administrator and hereby directs
25 the Settlement Administrator to mail or cause to be mailed to Putative Class Members the
26 Notice, Claim Forms and Exclusion Forms by first class mail within ten (10) days after the entry
27 of this Preliminary Order using the procedures set forth in the Stipulation.

28
29 15. Putative Class Members who wish to receive a monetary payment as provided for
30 by the Settlement must submit a timely and valid claim form as provided for by the Settlement.

31
32 16. Any Putative Class Member may choose to be excluded from the Settlement as
33 provided in the Notice by following the instructions for requesting exclusion from the
34 Settlement that are set forth in the Notice. Any such person who chooses to be excluded from
35 the Settlement will not be entitled to any recovery under the Settlement and will not be bound by
36 the Settlement or have any right to object, appeal or comment thereon. Any written request for

1 exclusion must be signed by each such person opting out. Putative Class Members who have
2 not requested exclusion shall be bound by all determinations of this Court, by the Settlement,
3 and by the Final Judgment.

4 17. Any Class Member may appear at the Settlement Hearing and may object to or
5 express their views regarding the Settlement, and may present evidence and file briefs or other
6 papers, that may be proper and relevant to the issues to be heard and determined by the Court as
7 provided in the Notice.

8 a. However, no Class Member, or any other person shall be heard or entitled
9 to object, and no papers or briefs submitted by any such person shall be received or considered
10 by the Court, unless on or before seventy-five (75) days after the mailing of the Notice that
11 person has served by hand or by first class mail written objections and copies of any papers and
12 briefs in support of their position and verification of their membership in the Class upon: (1)
13 Class Counsel via Charles A. Jones, Jones Law Firm, 9585 Prototype Court, Suite B, Reno, NV
14 89521; and (2) Christian Rowley, Seyfarth Shaw LLP, 560 Mission Street, 31st Floor, San
15 Francisco CA 94105, and filed the objections, papers and briefs with the Clerk of this Court. To
16 be valid, the papers must be filed with the Clerk of this Court and served on all of the above on
17 or before seventy-five (75) days after the mailing of the Notice. Any Class Member who does
18 not make his or her objection in the manner provided for in this Order shall be deemed to have
19 waived such objection and shall forever be foreclosed from making any objection to the
20 Settlement.

21 18. All papers in support of the Settlement, including Plaintiffs' application for an
22 award of attorney's fees and costs and enhancement awards to the named Plaintiffs, shall be
23 filed with the Court and served no later than fifteen (15) court days before the Settlement
24 Hearing.

25 19. Pending final determination as to whether the Settlement Agreement should be
26 approved, Putative Class Members shall not, directly, representatively, or in any other capacity,
27 institute or prosecute against the Released Parties any claims released in the Settlement.

28 20. The Settlement is not a concession or admission, and shall not be used against
Wells Fargo or any of the Released Parties as an admission or indication with respect to any
claim of any fault or omission by Wells Fargo or any of the Released Parties. Regardless of
whether the Court grants final approval of the Settlement, neither the Settlement, nor any

1 document, statement, proceeding or conduct related to the Settlement, nor any reports or
2 accounts thereof, shall in any event be:

3 a. Construed as, offered or admitted in evidence as, received as or deemed to
4 be evidence for any purpose adverse to the Released Parties, including, but not limited to,
5 evidence of a presumption, concession, indication, or admission by Wells Fargo or any of the
6 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

7 b. Disclosed, referred to, or offered or received in evidence against any of
8 the Released Parties in any further proceeding in the Action, or in any other civil, criminal or
9 administrative action or proceeding, except for purposes of enforcing the settlement pursuant to
10 the Stipulation.

11 21. This Order shall continue and affirm a stay in the Action, including a stay on all
12 dates and deadlines associated with the Action, other than those pertaining to the administration
13 of the Settlement of the Action.

14 22. If the Settlement does not become effective in accordance with the terms of the
15 Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to
16 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
17 and the Parties shall revert to their respective positions as of before entering into the Stipulation.

18 23. The Court reserves the right to adjourn or continue the date of the Settlement
19 Hearing and all dates provided for in the Settlement without further notice to Putative Class
20 Members, and retains jurisdiction to consider all further applications arising out of or connected
21 with the proposed Settlement.

Date	Event
14 January 16, 2017 (8 days following entry of Order Granting Preliminary Approval)	Wells Fargo to Provide Settlement Administrator with database containing Putative Class Member information
24 February 22, 2017 (10 days following entry of Order Granting Preliminary Approval)	Settlement Administrator to mail Notice Packets to all Putative Class Members
27 April 14, 2017 (75 days after Original Notice mailing)	Objection/Exclusion and Claim Filing Deadline

1	<i>dwa</i> April 27, 2017 (85 days after Original Notice mailing)	Date for Plaintiffs to File Motion for Final Approval of Settlement and Application for an award of attorney's fees, costs and enhancement awards to the named Plaintiffs
2	<i>Abbott</i> May 17, 2017 (107 days after Original Notice Mailing)	Settlement Hearing

Settlement Approval Schedule

IT IS SO ORDERED.

Dated: 1-12-2017

David W. Abbott

HON. David W. Abbott
Superior Court Judge

Approved as to form:

Dated: January 12, 2017

Jones Law Firm

Charles A. Jones

Charles A. Jones
Attorney's for Plaintiffs

Dated: January 12, 2017

Seyfarth Shaw LLP

Christian Rowley
Attorney's for Defendant

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