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SACRAMENTO COURTS
DEPT. #54

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JANELLE MURPHY and JUAN BELTRAN,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

BBVA COMPASS, an unknown corporate
entity; BBVA Compass Bancshares, Inc., a
Texas corporation; BBVA Compass Financial
Corp., an Alabama corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 34-2018-00241658-CU-OE-GDS

CLASS ACTION

~~PROPOSED~~ ^{CEL} ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AND JUDGMENT

Date: November 12, 2020
Time: 9:00 a.m.
Dept.: 54

Action Filed: September 28, 2018
Trial Date: None Set

This matter came before the Honorable Christopher E. Krueger in Department 54 of the above-entitled Court located at 720 9th Street, Sacramento, California 95814, upon Plaintiffs Janelle Murphy and Juan Beltran's ("Plaintiffs" and "Class Representatives") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Awards ("Motion for Final Approval"). Plaintiffs seek final approval of the settlement set forth in the Stipulation and Agreement to Settle Class Action (the "Stipulation" or "Settlement"). Due and adequate notice having been given to the Class, and the Court having reviewed and considered the Stipulation, all papers filed, the record, proceedings in the above-entitled action ("Litigation" or "Action"), and all oral and written comments received regarding the Settlement, and good cause appearing,

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4825-3854-4817.1

COPY



1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

2 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
3 Stipulation filed in this case.

4 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
5 Representatives, the other members of the Class, and Defendant BBVA USA f/k/a Compass Bank
6 d/b/a BBVA Compass ("Defendant").

7 3. Solely for purposes of effectuating the Settlement, this Court finds that the applicable
8 requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California
9 Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby
10 makes final its earlier provisional certification of the Class for settlement purposes, as set forth in
11 the Order Granting Preliminary Approval. The Class is hereby defined as:

12 Any and all Persons who are or were previously employed by Defendant BBVA USA
13 f/k/a Compass Bank d/b/a BBVA Compass as a non-exempt employee in the State
of California from August 22, 2015 to February 16, 2020.

14 4. The Court finds that the dissemination of the Notice of Proposed Class Action
15 Settlement ("Class Notice") and Verification Form (collectively, "Notice Packet") as provided for
16 in the Order Granting Preliminary Approval of Class Action Settlement and Setting a Settlement
17 Fairness Hearing ("Order Granting Preliminary Approval"), constituted the best notice practicable
18 under the circumstances to all Persons within the definition of the Class, and fully met the
19 requirements of California law and due process under the United States Constitution. Based on
20 evidence and other material submitted in conjunction with the Settlement Hearing, the actual
21 notice to the Class was adequate.

22 5. The Court finds in favor of settlement approval.

23 6. The Court grants final approval of the Settlement in the above-captioned action,
24 each of the releases, and other terms, as set forth in the Stipulation, as fair, just, reasonable and
25 adequate as to Defendant, Plaintiffs, and all Class Members who did not Opt Out of the Settlement
26 ("Participating Class Members," "Settlement Class," or "Members of the Settlement Class").
27 More specifically, the Court finds that the Settlement was reached following meaningful discovery
28 and investigation conducted by Class Counsel; that the Settlement is the result of serious,

1 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the
2 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
3 considered all of the evidence presented, including evidence regarding the strength of the
4 Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of
5 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
6 completed; and the experience and views of Class Counsel. Further, the Court has considered the
7 absence of any objections to the Settlement by Class Members, as well as the small number of
8 Class Members who opted out from the Settlement. Accordingly, Plaintiffs and Defendant
9 (together, the "Settling Parties") are directed to perform in accordance with the terms set forth in
10 the Stipulation.

11 7. A full opportunity has been afforded to the Class Members to participate in the
12 Settlement Hearing, and all Class Members and other persons wishing to be heard have been
13 heard. Class Members also have had a full and fair opportunity to Opt Out from the Settlement
14 and Settlement Class. Accordingly, the Court determines that all Participating Class Members are
15 bound by this Order Granting Final Approval of Settlement and Judgment ("Final Approval Order
16 and Judgment").

17 8. The Court finds that the following Persons, having timely and validly opted out of
18 the Settlement, are Non-Settlement Class Members and will not be bound by this Final Approval
19 Order and Judgment: Marissa Cervantes; Jesica J. Mendoza; Alejandrina Ortiz; Shelby L. Secoy;
20 John P. Shulak; and Raquel M. Smeir.

21 9. The Court hereby enters Judgment by which Participating Class Members shall
22 conclusively be deemed to have given a release, as set forth in the Stipulation and Notice Packet,
23 against Defendant Releasees, as to all of the Released Claims upon the Effective Date.

24 10. Defendant Releasees mean Defendant BVA USA f/k/a Compass Bank d/b/a BBVA
25 Compass, each of its respective parent companies, subsidiaries, affiliates, including, but not
26 limited to, BBVA USA Bancshares, Inc. f/k/a BBVA Compass Bancshares, Inc. and BBVA
27 Financial Corporation f/k/a BBVA Compass Financial Corporation, current and former
28 management companies, shareholders, members, agents (including without limitation, any

1 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future
2 officers, directors, and employees), predecessors, successors, and assigns.

3 11. The Released Claims are defined to include:

4 All claims, demands, rights, liabilities and causes of action against Defendant
5 Releasees for any type of relief and penalties alleged in the Third Amended
6 Complaint, along with related claims that Plaintiffs could have brought, including
7 but not limited, unfair competition, failure to pay overtime wages, failure to
8 provide required meal periods, failure to provide rest periods, failure to reimburse
9 employees for required expenses, failure to provide accurate itemized statements,
10 failure to provide wages when due, violation of the Private Attorneys General Act
11 predicated on the violations of Labor Code sections alleged in the Third Amended
12 Complaint, and violations of Labor Code sections 201, 202, 203, 204, 226, 226.7,
13 510, 512, 558, 1194, 2802, 2698 et seq., California Business and Professions Code
14 section 17200 et seq. and all applicable IWC Wage Orders, and other associated
15 and related penalties. The Released Claims cover the period of August 22, 2015 to
16 February 16, 2020, except: (1) the release of claims, demands, rights, liabilities and
17 causes of action under California Labor Code § 226, failure to provide accurate
18 itemized wage statements, and under the Private Attorneys General Act for a
19 violation of Labor Code § 226 covers the period of August 22, 2015 to May 1,
20 2020; and (2) except as provided in this paragraph, the release of claims, demands,
21 rights, liabilities and causes of action under California Labor Code § 2698, et seq.
22 and violation of the Private Attorneys General Act covers the period of September
23 26, 2017 to February 16, 2020.

24 The release specifically excludes claims for workers' compensation, personal
25 injuries, unemployment insurance, state disability compensation, claims under the
26 Employment Retirement Income Security Act of 1974, previously vested benefits
27 under any Employer-sponsored benefits plan, wrongful termination, discrimination,
28 retaliation, and harassment, including but not limited to those arising under the Age
Discrimination In Employment Act, the California Fair Employment and Housing
Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights
Act of 1991, or any similar state or federal laws, the California Family Rights Act,
the Federal Family Medical Leave Act, the California Pregnancy Disability Leave
Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations
of the Americans with Disabilities Act of 1990 or violations of any other state or
federal law, rule, or regulation concerning discrimination, retaliation, and/or
harassment.

12. Except as otherwise provided in the Stipulation and by way of this Order, the
Settling Parties are to bear their own costs and attorneys' fees.

13. With respect to collectively all Participating Class Members and for purposes of
approving the Settlement only and for no other purpose, this Court finds and concludes that: (a)
the Members of the Settlement Class are ascertainable and so numerous that joinder of all
members is impracticable; (b) there are questions of law or fact common to the Settlement Class,
and there is a well-defined community of interest among Members of the Settlement Class with

1 respect to the subject matter of the non-exempt claims in the Litigation; (c) the claims of the Class
2 Representatives are typical of the claims of the Members of the Settlement Class; (d) the Class
3 Representatives have fairly and adequately protected the interests of the Members of the
4 Settlement Class; (e) a class action is superior to other available methods for an efficient
5 adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e.,
6 Larry W. Lee of Diversity Law Group, P.C., Dennis S. Hyun of Hyun Legal, APC, William L.
7 Marder of Polaris Law Group LLP, and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
8 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“Class Counsel”), are qualified to
9 serve as counsel for the Plaintiffs in their individual and representative capacities and for the
10 Settlement Class.

11 14. It is hereby ordered that the Claims Administrator, Phoenix, shall issue payment to
12 itself in the amount of \$10,000.00 for the services and costs of administration of the Settlement, in
13 accordance with the Stipulation.

14 15. The Court approves the Individual Settlement Amounts, and orders the Claims
15 Administrator to distribute Individual Settlement Amount checks to Participating Class Members
16 not later than thirty (30) calendar days after the Effective Date, in accordance with the formula set
17 forth in the Stipulation.

18 16. It is further ordered that Participating Class Members will have one hundred eighty
19 (180) calendar days from the date of issuance of the check to cash their check. For any check not
20 cashed after 180 calendar days, the Settlement Administrator shall remit the funds to the
21 Unclaimed Property Fund maintained by the State Controller’s Office in the name of the
22 Participating Class Member. The funds remitted to the Unclaimed Property Fund will remain the
23 Participating Class Member’s property. This will allow Participating Class Members who did not
24 cash their checks to collect their Individual Settlement Amounts at any time in the future.
25 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds and the
26 California Code of Civil Procedure section 384 shall not apply.

27 17. The Court finds that the service awards sought are fair and reasonable for the work
28 performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement

1 Administrator issue payment in the amount of \$10,000.00 to each Plaintiff for his or her service
2 award, no later than thirty (30) calendar days after the Effective Day, in accordance with the
3 Stipulation.

4 18. The Court finds that the \$40,000.00 allocated toward penalties under the California
5 Labor Code's Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and
6 appropriate, and hereby approved. The Claims Administrator shall issue payment in the amount
7 of \$30,000.00 (or 75% of \$40,000.00) to the California Labor and Workforce Development
8 Agency ("LWDA"), and the remaining penalties allocation in the amount of \$10,000.00 shall be a
9 part of the Class Member Payout Fund for distribution to the Participating Class Members, in
10 accordance with the Stipulation.

11 19. The Court finds that Class Counsel's request for attorneys' fees falls within the
12 range of reasonableness, and the results achieved justify the award sought. The requested fees are
13 fair, reasonable, and appropriate, and hereby approved. It is hereby ordered that the Claims
14 Administrator issue payment in the amount of \$297,500.00 for attorneys' fee, in accordance with
15 the Stipulation.

16 20. The Court finds that the litigation costs and expenses, collectively incurred by
17 Class Counsel in prosecuting this Action, in the amount of \$14,125.52, are reasonable, and hereby
18 approved. It is hereby ordered that the Claims Administrator issue payment in the amount of
19 \$14,125.52 for reimbursement of litigation costs and expenses, in accordance with the Stipulation.

20 21. The Court orders Defendant to fund the total Gross Settlement Sum in accordance
21 with the terms of the Stipulation. Defendant, through the Settlement Administrator, shall be
22 responsible for reporting and paying the employer's share of payroll taxes (e.g. UI, ETT, Social
23 Security and Medicare taxes) which are to be paid by Defendant separately from and in addition to
24 the Gross Settlement Sum.

25 22. The Court reserves exclusive and continuing jurisdiction over the Litigation, the
26 Class Representative, the Settlement Class, and Defendant for the purposes of supervising the
27 implementation, enforcement, construction, administration, and interpretation of the Stipulation
28 and this Judgment.

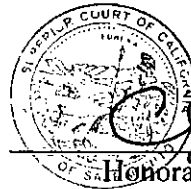
1 23. Notice of entry of this Final Approval Order and Judgment shall be given to Class
2 Members by posting a copy of the Final Approval Order and Judgment on Phoenix's website for a
3 period of at least thirty (30) calendar days after the date of entry of this Final Approval Order and
4 Judgment.

5 24. The deadline to file a Declaration Re: Distribution is noon on
6 May 5, 2021.

7 25. A Non-Appearance (Case Review) Re: Distribution is scheduled for 9:00 a.m. on
8 May 25, 2021 in Department 54.

9
10 IT IS SO ORDERED.

11
12 Dated: 11-20-2020



Christopher E. Krueger
Honorable Christopher E. Krueger
Judge of the Superior Court

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